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**REAL ESTATE PURCHASE AND SALE AGREEMENT
FOR RANCH OR FARM**

THIS AGREEMENT made effective as of the [##] day of [month], [year].

1. Parties

[NAME OF SELLER(S)] (the "Seller")
[address of seller(s)]

and:

[NAME OF PURCHASER(S)] (the "Purchaser")
[address of purchaser(s)]

2. Description of Property

Seller agrees to sell and Purchaser agrees to buy, upon the terms and conditions hereinafter set forth, the land, crops, livestock, improvements, and accessories (*edit the foregoing as applicable*) (the "Property") situated in [county], [state] and described as follows:

[insert legal description of the Property, including title reference]

also known as:

[insert complete address including zip code of the Property]

together with all privileges, rights, and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships.

3. Buildings, Structures, Improvements & Fixtures

The sale of the Property shall include any and all buildings, structures, crops, livestock, and improvements now situate thereon, and all fixtures belonging to Seller and used in connection therewith, including (if any) as follows:

- (a) windmills, tanks, barns, pens, fences, gates, sheds, silos, outbuildings, corrals, and chutes;
- (b) wall-to-wall carpeting, drapery rods, window shades, venetian blinds, storm windows and doors, window screens, screen doors, shutters, awnings, furnaces, boilers, heaters, heating equipment, air conditioning equipment (if built in), water softeners, automatic garage door openers, entry gate controls, satellite dish and satellite dish controls, all keys, swimming pool and all equipment appurtenant thereto, wiring, plumbing, pumps, water softener systems, cleaning equipment, outdoor cooking equipment, bathroom fixtures, garbage disposal units, stoves, ranges, oil and/or gas burners and fixtures appurtenant thereto, electrical fixtures, lighting fixtures, fireplaces, hearths screens, mantels, exterior television antennas, gates, fencing, trees, shrubs, plants, landscaping, and only if built in, refrigerators, dishwashers, washing machines, dryers and ventilators;
- (c) portable buildings, hunting blinds, game feeders, livestock feeders and troughs, irrigation equipment, fuel and fuel tanks, submersible pumps, firewood, and pressure tanks;
- (d) all crops located on the Property as listed below:

[insert details]

Purchaser Initials _____

Seller Initials _____

(e) all livestock located on the Property as listed below:

[insert detailed description of livestock]

but excluding the following:

[list]

4. Crop and Land Rights

Seller shall have the right to harvest all crops located on the Property until possession of the Property by Purchaser. Seller shall reserve the following mineral, water, royalty, timber, or other interests:

[list]

5. Personal Property

The following personal property is included in the purchase of the Property:

[list]

6. Title Deed

The title shall be conveyed at Closing by a warranty deed running to the Purchaser, or to such nominee as Purchaser may designate by written notice to Seller at least seven (7) days before the warranty deed is to be delivered as provided herein, and said title shall be fee simple and insurable thereto, free from all encumbrances, except the following:

- (a) the provisions of existing building and zoning laws as the same relate to the Property;
- (b) any taxes for the current tax year which are not due and payable on the date of delivery of such title;
- (c) any liens for municipal local improvements assessed after the date of this Agreement;
- (d) easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of the Property;
- (e) such other encumbrances as may be assumed or specifically approved by Purchaser in writing;
- (f) *[list any specific restrictions, easements, rights and obligations in party walls, leases, municipal and other liens, other encumbrances not referred to above, and make provision to protect seller against breach by purchaser of seller's covenants in leases, if necessary]*

Purchaser Initials _____

Seller Initials _____