Siefker Real Estate & Auction Co. Ltd

SATURDAY * SEPTEMBER 14th, 2024 * 10:00 A.M.

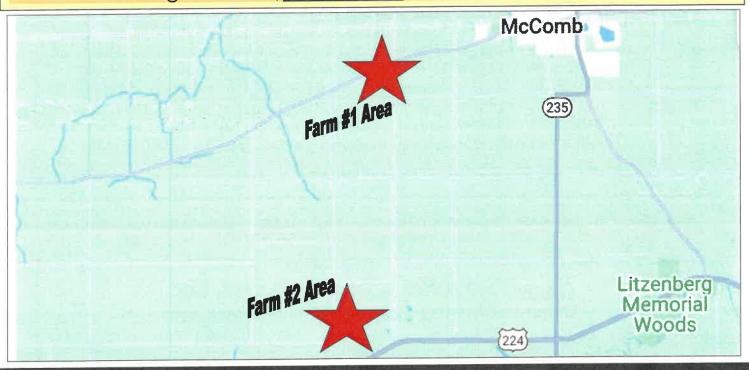
> EXCEPTIONAL OPPORTUNITY <

148.711 +/- ACRES FARMLAND & FARM BUILDINGS

SECTION 28 of PLEASANT TWP & SECTION 16 of BLANCHARD TWP

2 HANCOCK COUNTY OHIO FARMS OFFERED in 8 PARCELS
6 INDIVIDUAL PARCELS + 2 COMBINATIONS / SMALL to LARGE ACREAGE

AUCTION LOCATION: For Your Comfort this Auction will be held at the MCCOMB AMERCIAN LEGION HALL Located @ 300 S. Todd St., MCCOMB, OHIO ~ "Watch For Auction Today Signs"



THANK YOU FOR YOUR INTEREST IN THIS PROPERTY!

Owner: HOWARD & GRACE FARMS, LLC

Deborah Rinehart & Connie Rinehart, Members Scott Welch of Drake, Phillips, Kuenzli & Clark; Attorney for Sellers

SIEFKER REAL ESTATE & AUCTION CO LTD * OTTAWA, OH



AARON SIEFKER, Broker/ Auctioneer
OTTAWA, OH - Cell (419)-235-0789 Office (419)-538-6184

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# effrer Real Extate & Auction Co. Ltd PUBLICATION

### 148.711 +/- ACRES of HANCOCK COUNTY OHIO FARMLAND

SECTION 28 of PLEASANT TWP. in HANCOCK COUNTY, OH SECTION 16 of BLANCHARD TWP in HANCOCK COUNTY, OH

All Parcels Located in the McComb Local School District

#### 2 FARMS offered in 8 PARCELS

6 INDIVIDUAL PARCELS and 2 COMBINATIONS **Small to Large Acreage Parcels** 

#### ORDER OF SALE

PARCEL #1: 14.743 +/- Acres in Section 28 of Pleasant Twp. North of SR 613 FARM #1 > >

PARCEL #2: 61.053 +/- Acres in Section 28 Pleasant Twp. South of SR 613 East Side

30.853 +/- Acres in Section 28 of Pleasant Twp. South of SR 613 West Part PARCEL #3:

PARCEL #4: 106.649 +/- Acres +/- the Combination of Parcels 1 - 3 as a SINGLE UNIT 2.863 +/- Acres w/ Pole Barn & Barn @ Corner of SR 613 and Twp. Rd. 120 PARCEL #5:

PARCEL #6: 13.126 +/- Acres in Section 16 of Blanchard Twp. South Part w/ 4.6 Acres Woods FARM #2 > >

PARCEL #7: 26.073 +/- Acres in Section 16 of Blanchard Twp.

39.199 +/- Acres the Combination of Parcels 6 & 7 as a SINGLE UNIT PARCEL #8:

#### COLLECTIVE BIDDING PROCESS WILL BE USED on ALL COMBINATION PARCELS

"See explanation of this process inside this brochure"

**Owner: HOWARD & GRACE FARMS, LLC** Deborah Rinehart & Connie Rinehart, Members

MANAGED BY:

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OTTAWA, OH

**AARON SIEFKER, Broker/ Auctioneer** Cell (419)-235-0789 Office (419)-538-6184

Dan Limber, Cole Limber, Dan Baker; Assisting Auctioneers

(Licensed by the Ohio Department of Agriculture)





ONLINE @ www.siefkerauctions.com





#### Parcels 1, 2 & 3 > 106.649 +/- ACRES TOTAL FARMLAND

Section 28 of Pleasant Twp ~ Frontage on SR 613 - Twp. Rd. 119 & Rd. 120

#### PARCEL #1:

14.743 +/- Acres in Part of the SE '4 of Section 28, North of St. Rt. 613 in Pleasant Twp., Hancock County, OH

Good Soils including Haskins, Mermill and Shawtown Loam.

Frontage on Both St. Rt. 613 & Twp. Rd. 119,

McComb Schools,

Estimated R.E. Taxes \$140.00 per ½ yr.

#### PARCEL #2:

61.053 +/- Acres in Part of the SE '4 of Section 28, South of St. Rt. 613, West of Rd. 120 in Pleasant Twp., Hancock County, OH

Good Soils including Glynwood, Pewamo, Shawtown Loam,

Frontage on Both St. Rt. 613 & Rd. 120,

McComb Schools,

Estimated R.E. Taxes \$528.00 per ½ yr.

#### PARCEL #3:

30.853 +/- Acres in Part of the SW 4 of Section 28, South of St Rt 613 in Pleasant Twp., Hancock County, OH

Good Soils including Glynwood-Blount & Pewamo. 1.38 Acres CRP Till 2032

Frontage on St. Rt. 613,

McComb Schools,

R.E. Taxes \$259.48 Per ½ Yr. w/ SA \$36.24 Per ½.

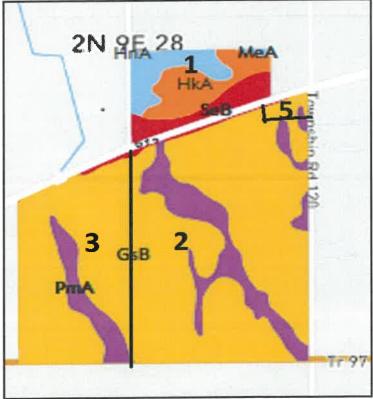
#### PARCEL #4:

COMBINATION PARCEL: 106.649 +/- Acres being the Combination of Parcels 1, 2 and 3 as a Single Unit

#### "COLLECTIVE BIDDING METHOD USED"



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#### FARM #1 > FSA INFORMATION FOR ENTIRE FARM ESTIMATED FSA YIELDS

CORN 19.50 Base Acres 150 BPA Yield BEANS 39.02 Base Acres 48 BPA Yield WHEAT 27.72 Base Acres 71 BPA Yield

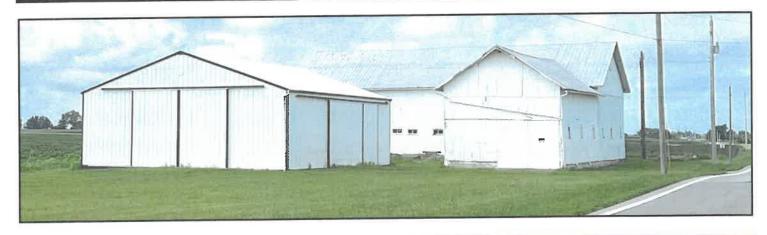
1.38 Acres CRP on Parcel #3 Till 2032

104.49 ESTIMATED TOTAL FARMABLE ACRES PER FSA

## Siefker Real Estate & Auction Co. Ltd

Parcel 5 > 2.863 +/- ACRES w/ BUILDINGS (Potential Building Site)

Section 28 of PLEASANT Twp ~ Frontage on Both SR 613 & Twp. Rd. 120





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#### PARCEL #5:

2.863 +/- Acres in Part of the SE ¼ of Section 28 in Pleasant Twp., Hancock County, OH

Including a 54'x45' Pole Barn, a 30'x22' Storage Shed, Plus a 3,780 SF Barn w/ a 12'x16' Milk House,

"Beautiful Potential Building Site"
Just West of McComb
(Site Evaluation for Building Lot
Being Done)

Frontage on Both St. Rt. 613 & Rd 120,

McComb Schools,

R.E. Taxes TBD.





Parcels 6, 7 & 8 > 39.199 +/- ACRES FARMLAND & WOODS

Section 16 of Blanchard Twp ~ Frontage on Twp. Rd.53 - Just North of US 224"

#### PARCEL #6:

13.126 +/- Acres in the South Part of the NW ¼ of the NW ¼ of Section 16 in Blanchard Twp., Hancock County, OH

Hoytville, Shinrock and St. Clair Soils w/ App. 4.6 Acres of Rear Woods,

430' Frontage on Rd. 53,

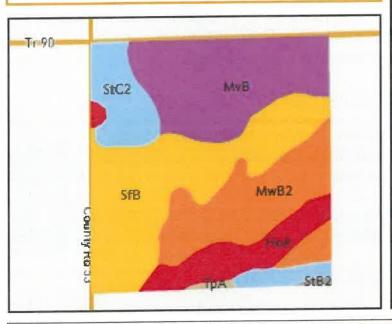
"Nice Small Acreage Parcel",

McComb Schools,

#### PARCEL #8:

COMBINATION PARCEL: 39.199 +/- Acres being the Combination of Parcels 6 & 7 as a Single Unit.

"COLLECTIVE BIDDING METHOD USED"



#### PARCEL #7:

The North 26.073 +/- Acres in the NW ¼ of the NW ¼ of Section 16 in Blanchard Twp., Hancock County, OH

Shinrock, Mortimer & St. Clair Soils

Frontage on Rd. 53 Just North of US 224,

McComb Schools,



FARM #2 > FSA INFORMATION FOR ENTIRE FARM ESTIMATED FSA YIELDS

 CORN
 6.28 Base Acres
 150 BPA Yield

 BEANS
 12.57 Base Acres
 48 BPA Yield

 WHEAT
 8.93 Base Acres
 71 BPA Yield

33.39 ESTIMATED TOTAL FARMABLE ACRES PER FSA

THANK YOU FOR YOUR INTEREST IN THIS PROPERTY

#### > There are 2 COMBINATION PARCELS <

Parcels 1, 2 & 3 as Combination Parcel 4 - Parcels 6 &7 as Combination Parcel 8
These parcels will be offered as Single Units and then as a Combination Parcel
Using the "COLLECTIVE BIDDING METHOD"
Following is the explanation of that process

#### **PARCELS vs WHOLE**

#### Collective Bidding and Bid-Off Procedure

- 1. Parcel prices are established by the auction method and the top bid and bidder number on <u>EACH</u> Parcel is posted.
- 2. The top bids of the individual parcels are added together in predetermined combinations. <u>ANY BIDDER</u> interested in purchasing a combination may bid as long as they bid at least 1% more than the sum of the individual bids.
- 3. The top bid and bidder number on the combination is then posted. (If no combination bid is at least 1% higher than the sum of the individual bids, no bid is recorded and that particular combination will not be offered again.)
- 4. The <u>INDIVIDUALS</u> with the posted bids on the Parcels will then be given the opportunity to collectively bid more than the posted bid on the combination and the combination bidder will be given the opportunity to raise his/her bid until the highest price is achieved. It is the intent of the individual Parcels to work in concert to exceed the bid on the combination and vice versa.
- 5. This is accomplished using the following procedure:
  - a. Any bidder interested in purchasing a combination may bid as long as they bid at least 1% more than the sum of the individual bids. All bids of at least 1% will be accepted, even if it does not put the bidder in the lead.
  - b. If any Parcel or combination bidder wishes to pass, he/she may do so and an X will be placed next to his/her bid. A bidder may pass only three times and on the third pass his/her bid is frozen, removing the option of increasing his/her bid. However this does not remove the possibility of the bidder being the ultimate purchaser.
  - c. Once all bidding parties have passed three times, the top bid will be determined and recorded. The posted bids will be declared winning bids, but not as sold.

All Decisions of the auctioneer on collective bidding are final!

#### ADDENDUM "A" TO OFFER TO PURCHASE CONTRACT

#### TERMS & CONDITIONS of the Howard & Grace Farms LLC Auction SEPTEMBER 14th, 2024

- 1. A 5% deposit is due upon signing the real estate purchase agreement on day of auction. Balance of the purchase price is due on or before October 14, 2024. Not to Exceed October 29, 2024. THIS OFFER IS NOT CONDITIONED UPON FINANCING. THIS IS A CASH CONTRACT. This offer will remain irrevocable and available to the seller for 5 business days after delivery of this offer to the sellers, , its counsel, or agent. The Purchase contract cannot be assigned, The EARNEST DEPOSIT IS NON-REFUNDABLE upon acceptance of the contract by the Seller.
- 2. All successful bidders will be required to enter into a purchase contract at the Auction site immediately following the close of the Auction, Property sells subject to Sellers Approval, Sellers would cooperate with a First Time Farmer Program
- 3. If any dispute arises between or among bidders, the decision of the Auctioneer shall be final and absolute.
- 4. Buyer will receive a MARKETABLE TITLE by a Warranty Deed. In the event a MARKETABLE TITLE cannot be delivered, Seller shall have 180 Days to correct any title defect or marketability issue. Title Evidence is Buyers Responsibility. If Title Insurance is needed for buyer's loan it is a buyer's expense.
- 5. It is the Buyer's sole responsibility to inspect the property and be satisfied as to its condition prior to bidding, review all property information and due diligence materials, independently verify any information they deem important including information available in public records, review property lines and surveys if any and inquire of public officials as the applicability of and compliance with land use laws, flood maps, ditch assessments, zoning and any other local, state, or federal laws and regulations. ALL Taxed Agriculturally.
- 6. Closing Costs: The buyer will incur the standard closing costs, as would be the case through any purchase of real estate in the State of Ohio. Seller pays for deed prep deed transfer tax. 2024 Taxes Pro-Rated to Day of Closing. "In accordance to local custom".
- 7. All proceeds due from Buyer at closing shall be Cashier's Check or Wire Transfer as required by law.
- 8. No conditions may be added to the agreement by the purchaser either at the auction or otherwise. The closing will take place on or before the date specified in the Purchase Agreement. At Sellers option closing may be extended.
- 9. In the event the Buyer fails to close and pay their balance when due, Seller reserves all rights allowed by law, including a suit for damages, specific performance or cancellation of the sale with the Seller to retain the earnest money deposit.
  Any action taken after default shall be solely at the Seller's option with all costs incurred by Seller being paid by the Buyer.
- 10. Be advised that the information contained herein is to the best knowledge of the provider or was compiled from Public Information, and is provided to you without warranties or representations of any kind, and the property is offered as is, where is, with all faults and that no warranties or representations are made in connection with the property whatsoever.
- 11. This property is being sold "as is, where is" without warranties or guarantees. Any inspections desired by the purchaser are complete. Sellers will make no improvements of any kind.
- 12. Subject to: Oil & Gas Leases if any or Drainage or Utility Easements of Record or of use if any, or Highway Easements if any.
- 13. CLOSING: By October 14, 2024, Not to exceed October 29, 2023 when Title Transfers, Closing Extended at Option of Seller
- 14. POSSESSION: FULL Possession Upon Closing, or After Harvest of 2024 Crops Whichever is later,
- 15. Buyer will pay Tennant for Manure Applied at Closing to Parcels 1 \$870.09, Parcel #3 \$2,083.81 " Breakdown Available"
- 16. All measurements are approximate with no guarantee of accuracy.
- 17. Farm Service Agency and Soil & Water rules and regulations apply to any programs affecting this property being sold. If the purchaser makes changes to any FSA or Soil & Water programs or fails to signup that result in any non-payment, payback or recoupment, That cost will accrue to the purchaser regardless of the intent of the rules and regulation of FSA" or Soil & Water.
- 18. BUYER has not relied upon any statement or representation, expressed or implied, by SELLERS, their agents or employees, in BUYER'S decision to enter into this agreement and to purchase the premises. The provisions of this paragraph shall survive the closing and shall run with the land.
- 19. To the extent any provisions of this addendum conflicts with the terms or conditions of the contract, the language in the addendum supersedes and controls. All bidders at this auction agree they have read and fully understand these terms and conditions and agree to be bound thereby. Any Buyer by placing a bid at the Auction hereby agree to these terms & conditions.
- 20. ANY ANNOUNCEMENTS DAY OF AUCTION TAKE PRECEDENCE OVER PRINTED MATERIAL. THE ABOVE TERMS AND CONDITIONS ARE TO BE AN ADDENDUM TO THE PURCHASE CONTRACT AS WELL AS ADDENDUM "B". ALL THESE TERMS SURVIVE THE CLOSING UNTIL COMPLIED WITH.
- 21. The Contract (and Addenda "A" and "B") contain the entire agreement between the parties and there are no agreements, representations or warranties, oral or written, which are not set forth herein. The Contract may not be amended or modified except by a writing signed by both parties. Time is of the essence.

| BUYER'S SIGNATURE  | DATE |  |
|--------------------|------|--|
| SELLER'S SIGNATURE | DATE |  |
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### SIEFKER REAL ESTATE & AUCTION CO. LTD 12062 Rd. M-10 \* Ottawa, OH \* 45875

On the web @ www.siefkerauctions.com

#### **Upcoming Auctions for September 2024**

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |   |
|-----|-----|-----|-----|-----|-----|-----|---|
| 1   | 2   | 3   | 4   | 5   | 6   | 7   |   |
| 8   | 9   | 10  | 11  | 12  | 13  | 14  | Z |
| 15  | 16  | 17  | 18  | 19  | 20  | M   | 4 |
| 22  | 23  | 24  | 25  | 26  | 27  | 28  |   |
| 29  | 30  |     |     |     |     |     |   |

Check out our September 2024 Auctions
View @ www.siefkerauctions.com

# Real Estate @ PUBLIC AUCTION 148.711 +/- ACRES in HANCOCK COUNTY, OH

Offered in 8 Parcels including 6 Individual & 2 Combinations
Section 28 of Pleasant Twp & Section 16 of Blanchard Twp, Hancock County, OH

SATURDAY
September 14<sup>th</sup>, 2024
10:00 A.M. Sharp!

View on the web www.siefkerauctions.com