69-Acre Miami County
LAND AUCTION

Thurs | December 10th | 1PM

- Online Multi-Parcel Auction
- 900' Road Frontage
- Agricultural Zoning
- 2 Tracts

SHERIDANS LLC

EQUAL HOUSING OPPORTUNITY · REALTOR® · NAA Auctioneer · OAA · CAI AUCTIONEER

Strategically Located Between Tipp City, Vandalia, Huber Heights & New Carlisle

937-766-2300

SheridanTeam.com

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SHERIDANS LLC

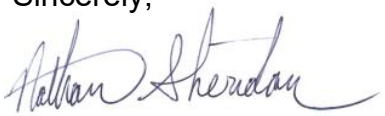
Dear Prospective Bidder:

We thank you for your interest in the upcoming public auction of the **(2) tracts totaling 69 acres located on Ross Rd, Bethel Twp, OH 45371.** The auction method of marketing real property is an exciting sales method and one that has developed into a premier method of marketing real property of all types. We welcome your participation.

The property sells via the *Multi-Parcel Auction Method* with **online bidding only. The auction begins Thursday, December 10th @ 1PM**, but pre-bidding is available now. If you have specific questions about the property or the auction process in general, our auction representatives will be available to talk with you via phone call or meet with you privately by appointment, either at the property or another location.

Once again, we welcome your interest in this real property. The information you will find in this package is information that will be useful in your evaluation of the real property. All information contained in this Bidder Package should be deemed correct and reliable but not guaranteed. All representations are approximate, and we recommend that you verify all information presented.

Sincerely,



Nathan Sheridan
Auctioneer/Realtor®

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Real Estate Auction Terms & Conditions

Bidding Procedure: The property will sell to the highest bidder subject to confirmation of the Seller.

Auction Timeframe: Online Multi-Parcel auction will **begin on Thursday, December 10, 2026, at 1:00 PM**. Pre-Bidding is available prior.

Acceptance of Bid Prices: Purchaser will sign the *Confirmation of Sale Agreement* via electronic signature or in person promptly upon presentation from Auctioneer and within 24 hours of auction close.

Down Payment: The successful bidder agrees to deliver to Auctioneer via overnight mail, wire transfer (plus $45 wiring fee), or personally delivered funds the **down payment of $25,000 per tract** within 24 hours of the auction's completion. Personal delivery may be made at 200 Parkview Lane, Cedarville, Ohio. All funds will be paid for in U.S. funds. Bidding IS NOT CONDITIONAL UPON FINANCING. No VA, FHA, or USDA loans allowed.

Real Estate Taxes: Taxes will be prorated to date of closing using the long proration method. Purchaser(s) will pay any Current Agricultural Use Valuation Recoupment fees due to change in land use, if applicable.

Transaction Closing Date: On/before **January 22, 2027**. Purchaser will pay customary portion of closing costs at closing.

Possession: On or about date of closing.

Agency: **SHERIDANS** and its representatives are Exclusive Sales Agents for the Seller.

Online Bidding: Auctioneer will accept online bids during auction in real time. Auctioneer retains full discretion to modify these terms at any time prior to or during the auction. Bidders' use of online bidding option and bid placement constitutes acceptance and agreement to adhere to these terms. All bidders are responsible for reading all terms and conditions. Lack of knowledge of Auction Terms and Conditions will not release bidders from their obligations. Auctioneer is not responsible for the failure of any part of the bidding process or internet bidding. Additional online bidding terms may be available online.

Disclaimer & Absence of Warranties: All information contained in this brochure and all related materials is subject to the terms and conditions outlined in the Confirmation of Sale Agreement. Announcements made by the Auctioneer at the time of the Auction will take precedence over any previously printed or oral information. The property is sold on an "AS IS, WHERE IS" basis, and no warranties or representations, either expressed or implied, concerning the property are made by the Seller or the Auction Company. Each bidder is responsible for conducting his/her own independent inspections, investigations, inquiries, and due diligence concerning the property prior to bidding. The information contained in this auction marketing information is believed to be accurate, but is subject to verification by all parties relying on it. Neither the Seller nor the Auction Company assumes liability for its accuracy, errors, or omissions. Conduct at the auction and increments of bidding are at the sole direction and discretion of the Auctioneer. The Seller and the Auction Company reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, legal capacity, etc. All decisions of the Auctioneer are final.

SHERIDANS LLC

Tract 1 Ross Rd, Bethel Twp, OH 45371

Listing

Tract 1 Ross Rd Bethel Twp, OH 45371
Active **Listing #:** 972182
County: Miami **Cross St:**

Prop Type: Land **Sub Type:** Acreage
Subdivision: **Lot SqFt:** 1,315,947
Primary Parcel ID: A01-077600 **Lot Acres:** 30.2090
School Dist: Bethel **Lot Sz Src:** Assessor's Data

Remarks

Directions: Approximately 1.6 mi west of SR 201 in Bethel Twp, Miami County, OH.
Prop Desc: Tract 1 of 2: This property sells at Online Auction on December 10 at 1:00 PM. 69 acres of quality agricultural and wooded land located on Ross Road in Miami County, Ohio, centrally situated between Tipp City, Vandalia, Huber Heights, and New Carlisle. Offered in two tracts through an Online Multi-Parcel Auction, allowing buyers to purchase individual tracts or the entire property. The land features productive tillable acreage with predominantly Crosby silt loam and Brookston silty clay loam soils, along with mature woods and road frontage. With a strong soil productivity rating across the tillable acreage, the property offers opportunities for continued agricultural use, recreation, and long-term investment. Located just a few miles north of the Huber Heights corporation limits. Online bidding takes place Thursday, December 10, 2026, at 1:00 PM. Visit the bidding platform on the web by searching "69-Acre Miami County Land Auction" to download the full bidder packet with terms and info. We look forward to working with you. List price is a suggested bid and does not indicate fair market value or a reserve value. Property sells subject to seller confirmation.

Miscellaneous Information

Distressed Prop: None
Semi Annual Tax: 629.67 **LConditions:**
Assessments: 0 **Bus Dist to Trns:**
Lot Dim: 2683' x 490' **Fees:**

Lot Size/Access

Timber: No **Frontage:** 490'
Grade: **Road Type:** State Route
Size/Shape: Rectangular **Aerial:** Yes
Plat: **Survey:** Yes
Topography: Yes **Tenant Right:** No
Crop Right: No **Feasibility:**
Soil Map: Yes **Soil Survey:** Yes

Property Information

Easements: **Occupancy:** At Closing
Zoning: Agricultural **Accessibility**

Information deemed reliable but not guaranteed. All representations are approximate. Individual verification is recommended. Copyright 2026 **Dayton Realtors®. All rights reserved.**

Tract 2 Ross Rd, Bethel Twp, OH 45371

Listing

Tract 2 Ross Rd Bethel Twp, OH 45371
Active **Listing #:** 972185
County: Miami **Cross St:**

Prop Type: Land **Sub Type:** Acreage
Subdivision: **Lot SqFt:** 1,670,787
Primary Parcel ID: A01-077710 **Lot Acres:** 38.3560
School Dist: Bethel **Lot Sz Src:** Assessor's Data

Remarks

Directions: Approximately 1.6 mi west of SR 201 in Bethel Twp, Miami County, OH
Prop Desc: Tract 2 of 2: This property sells at Online Auction on December 10 at 1:00 PM. 69 acres of quality agricultural and wooded land located on Ross Road in Miami County, Ohio, centrally situated between Tipp City, Vandalia, Huber Heights, and New Carlisle. Offered in two tracts through an Online Multi-Parcel Auction, allowing buyers to purchase individual tracts or the entire property. The land features productive tillable acreage with predominantly Crosby silt loam and Brookston silty clay loam soils, along with mature woods and road frontage. With a strong soil productivity rating across the tillable acreage, the property offers opportunities for continued agricultural use, recreation, and long-term investment. Located just a few miles north of the Huber Heights corporation limits. Online bidding takes place Thursday, December 10, 2026, at 1:00 PM. Visit the bidding platform on the web by searching "69-Acre Miami County Land Auction" to download the full bidder packet with terms and info. We look forward to working with you. List price is a suggested bid and does not indicate fair market value or a reserve value. Property sells subject to seller confirmation.

Miscellaneous Information

Distressed Prop: None
Semi Annual Tax: 494.14 **LConditions:**
Assessments: 0 **Bus Dist to Trns:**
Lot Dim: 2689' x 410' **Fees:**

Lot Size/Access

Timber: Unknown **Frontage:**
Grade: **Road Type:** State Route
Size/Shape: Flag **Aerial:** Yes
Plat: **Survey:** Yes
Topography: Yes **Tenant Right:** No
Crop Right: No **Feasibility:**
Soil Map: Yes **Soil Survey:** Yes

Property Information

Easements: **Occupancy:** At Closing
Zoning: Agricultural **Accessibility**

Information deemed reliable but not guaranteed. All representations are approximate. Individual verification is recommended. Copyright 2026 **Dayton Realtors®. All rights reserved.**

Multi-Parcel Auction

Bidding Process

Sample

SHERIDANS LLC
www.SheridanTeam.com
(937) 766-2300

Note: <u>This is a sample</u> Multi-Parcel Auction <u>scenario</u> and is designed only to illustrate the SHERIDANS Multi-Parcel Auction method. This example is not intended in any way to represent the number of tracts, the value(s), or the anticipated sale price(s) of the subject tracts.

1. **BIDDING**
   - We will begin the auction by taking bids on the individual tracts, starting with Tract 1, then Tract 2, etc. That will provide a starting point for the sale of the property.
   - Next, we will accept combination bids for multiple parcels or increases in bids for each individual parcel.
   - Bidding increments are established by the auctioneer.
   - Any registered bidder may bid on any individual tract or on any combination of tracts at any time during the auction.
   - Bidders will bid on the property "**BY THE TRACT"** (total dollar) and not "by the acre."
   - The set of bids that yields the highest total dollars at any given time will be in the "lead" until another bid (or bids) exceeds a current bid, elevating that new bid to a leading position.

2. **BIDDING DISPLAY**
   - The bids in the "lead" will be noted.
   - Bids not in the lead will show the amount needed to tie the leading bid(s). The bidding increment established by the auctioneer will need to be added to the "To Tie" amount to place your bid in the lead.

TRACTS	ACRES	BIDDER #	TOTAL BID	$/ACRE	TO TIE ($)
1-2	**30.00**	**101**	**$ 525,000**	**$17,500**	**LEAD**
3	**80.00**	**110**	**$1,040,000**	**$13,000**	**LEAD**
1	10.00	120	$ 175,000	$ 17,500	$ 25,000
2	20.00	107	$ 325,000	$ 16,250	$ 25,000
1-3	110.00	103	$ 1,515,000	$ 13,773	$ 50,000

3. **BIDDING ONLINE**
   - The Bid Board available online will differ slightly from what is shown above.
   - Bidders bidding online can place a bid at any time, and the established increment will be added to the current bid to dictate your online bid amount.
   - The auctioneer will be prompted when online bids are placed. All online bids have to be manually accepted by the auctioneer. It is possible that an on-site bid has been placed prior to your online bid. When that happens, we will take bids in the order received, and your online bid may not be accepted as a result.
4. **CONCLUSION OF THE AUCTION**
   - When bidding has slowed, the auctioneer may establish a countdown using set number of minutes.
   - During the auction, the auctioneer may call for a brief recess to provide time to speak with the seller and to provide buyers with time to manage their finances and bidding decisions.
   - At the close of bidding, we will declare the leading bids as **"SOLD"**, subject to seller confirmation.

The final Bid Board available on-site may resemble the table above. *(**Note:** All bids in this table are presented for illustration purposes only for a three-parcel auction and are not intended to represent appraisal or projected acceptable prices for this auction. The final acceptance of bids are subject to seller confirmation.)*

SHERIDANS LLC

WHAT YOU CAN EXPECT AS A BIDDER . . .

1. ***How do I bid?***

   Online Bidders:

   Visit our website at www.SheridanTeam.com for access to this auction's bidding portal. The bidding portal can be accessed by going to the specific property's listing and clicking the "Bid Now" link. Once in the bidding portal, register to bid by completing our online bidding registration form, and you're all set. Online bidders must first be authenticated by our office via phone call before you are approved to bid. Therefore, It is imperative that you register at least 24 hours prior to the auction.

2. ***What is the Property Worth?***

   The Property is worth what a knowledgeable Buyer will pay and a willing Seller will accept. We will attempt to the best of our ability to provide you with the information needed to determine how the property compares to other properties that have sold in the area or similar market. Decide what the property is worth to you and be sure to have access to the funds necessary to complete the transaction, with a loan confirmation if necessary. Ultimately the public appraises the property on the day of the sale.

3. ***What Can I Expect at a Real Estate Auction?***

   You can typically expect the property to be sold. We will start the auction at the scheduled time and spend an appropriate amount of time making opening announcements and discussing the purchase termsof the auction. You should feel free at that time to ask any questions that you may have regarding the property, the method of auction, or any other matters pertaining to the sale. If you have a question during the auction, please address your question to one of the auction bid assistants and they will be happy to assist you. Buying real estate at auction is very similar to buying antiques at auction – just a little more money!

4. ***What happens if I am the high bidder?***

   If the auction is advertised as an "Absolute Auction", then the property will sell to the highest bidder regardless of price. If the terms of sale specify that the sale is "subject to confirmation of the seller," the seller has established a non-disclosed minimum reserve that must be met for the property to sell. One of our Auction Agents will contact you immediately following the close of bidding to notify you of the results if you are the high bidder.

5. ***Can I obtain financing for the purchase?***

   The required closing date is provided in the terms of sale on the accompanying brochure and *Confirmation of Sale* purchase agreement located at the back of this Bidder Package. We typically provide 30 to 45 days to close, and during this time, you are able to obtain financing for the purchase. However, it is important to note that there are no financing, inspection, or other contingencies provided in the purchase agreement, so you need to be confident you can obtain financing for your bid amount. Certain types of financing, such as VA, FHA, USDA, or other non-conventional loans, may have appraisal and inspection contingencies that are not compatible with the auction terms. Before you bid, please consult our Auction Agents to inquire about financing options that are permitted for this property.

ArcGIS Web Map

10/7/2026, 1:16:30 PM

1:8,898

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Parcels

World_Hillshade

Esri, NASA, NGA, USGS, FEMA

A01-077600

10/7/2026

Matthew W. Gearhardt
County Auditor
Miami County, Ohio
www.miamicountyohioauditor.gov

MOST RECENT PHOTO

LEGAL

OWNER	BRANDT BRADFORD E (TOD) @(2)
ADDRESS	ROSS RD E
DESCRIPTION	9-2-21 NW COR NE QTR & SW COR SE QTR
SCHOOL DIST	BETHEL LSD
TAX DIST	A01
ACREAGE	30.2090

VALUATION

Type	APPRAISED	ASSESSED
LAND	$240,700.00	$84,250.00
IMPROVEMENTS	$0.00	$0.00
CAUV	$87,730.00	$30,710.00
TOTAL	$87,730.00	$30,710.00

TAXES

TAXABLE VALUE	$30,710.00
ROLLBACKS	NONE
HALF (1ST / 2ND)	$629.67 / $573.55
YEAR (TOTAL / BALANCE)	$1,203.22 / $0.00

SPECIAL ASSESSMENTS

COUNT	0
DELINQUENT / BALANCE	$0.00 / $0.00
TOTAL / BALANCE	$0.00 / $0.00

MOST RECENT SALES

DATE	BUYER	SELLER	# PARCELS	PRICE	VALIDITY
12/17/1999	BRANDT BRADFORD E	NANCY L BRANDT	2	$180,000.00	NO
12/17/1999	NANCY L BRANDT	ACTON ROBERT L	1	$180,000.00	NO
7/25/1994	ACTON ROBERT L	UNKNOWN	2	$0.00	NO

LAND

CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE
0	0	0	29.0000	0	$240,700.00
0	0	0	1.2100	0	$0.00

IMPROVEMENTS

A01-077710

10/7/2026

Matthew W. Gearhardt
County Auditor
Miami County, Ohio
www.miamicountyohioauditor.gov

MOST RECENT PHOTO

LEGAL

OWNER	BRANDT BRADFORD E (TOD) @(2)
ADDRESS	ROSS RD E
DESCRIPTION	9-2-21 E SIDE SW
SCHOOL DIST	BETHEL LSD
TAX DIST	A01
ACREAGE	38.3560

VALUATION

Type	APPRAISED	ASSESSED
LAND	$252,100.00	$88,240.00
IMPROVEMENTS	$0.00	$0.00
CAUV	$68,870.00	$24,100.00
TOTAL	$68,870.00	$24,100.00

TAXES

TAXABLE VALUE	$24,100.00
ROLLBACKS	NONE
HALF (1ST / 2ND)	$494.14 / $450.08
YEAR (TOTAL / BALANCE)	$944.22 / $0.00

SPECIAL ASSESSMENTS

COUNT	0
DELINQUENT / BALANCE	$0.00 / $0.00
TOTAL / BALANCE	$0.00 / $0.00

MOST RECENT SALES

DATE	BUYER	SELLER	# PARCELS	PRICE	VALIDITY
12/17/1999	BRANDT BRADFORD E	NANCY L BRANDT	1	$180,000.00	YES
12/17/1999	NANCY L BRANDT	MORRIS DARIN N & CYNTHIA L	1	$180,000.00	YES
11/5/1999	MORRIS DARIN N & CYNTHIA L	**PARCEL CREATED	2	$192,000.00	YES
11/5/1999	**PARCEL CREATED	UNKNOWN	1	$192,000.00	YES

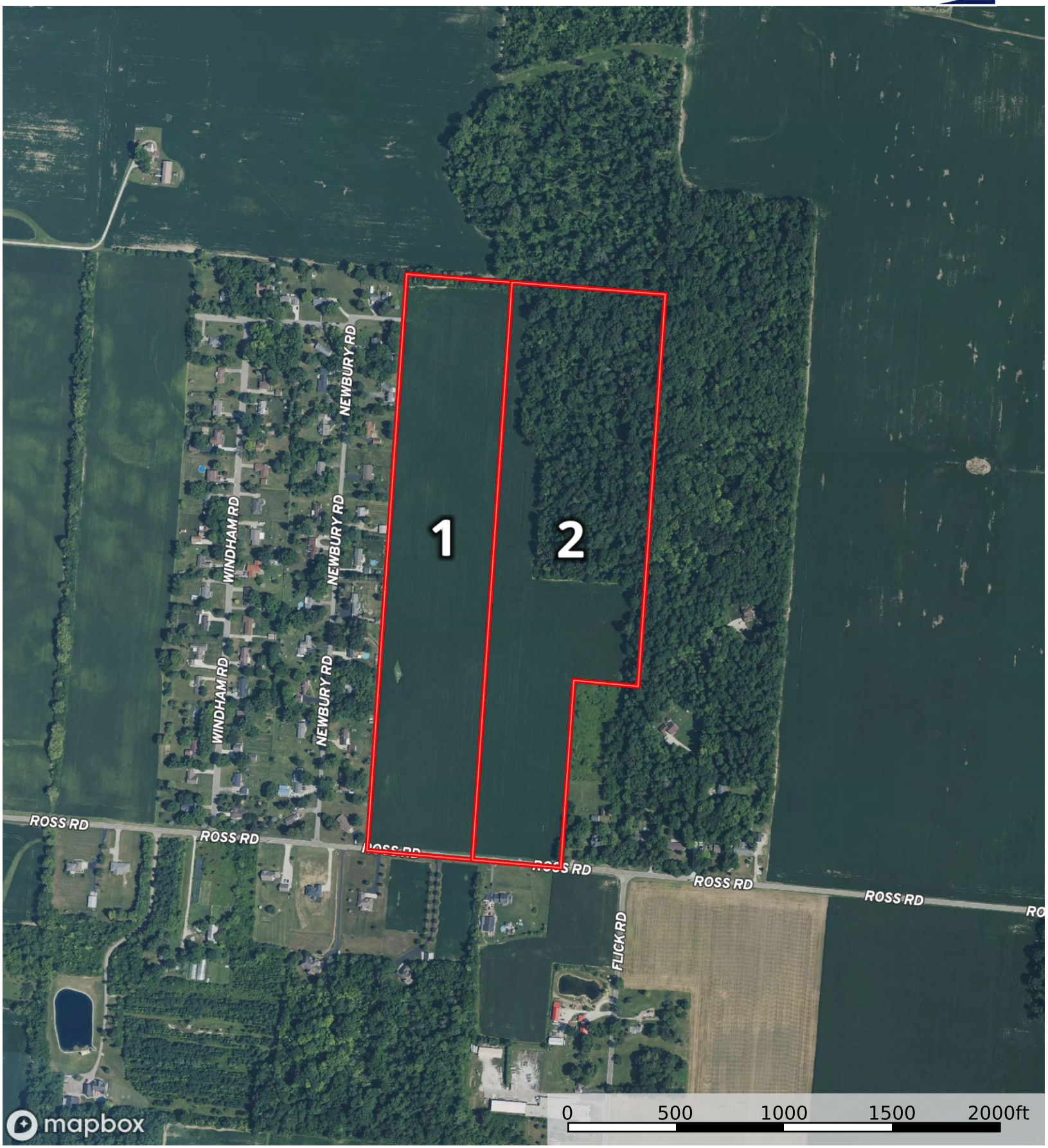
LAND

CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE
0	0	0	23.7060	0	$196,760.00
0	0	0	13.5000	0	$55,350.00
0	0	0	1.1500	0	$0.00

IMPROVEMENTS

20261210 Brandt Bradley 68+ Ac REA

Ohio, AC +/-



Boundary

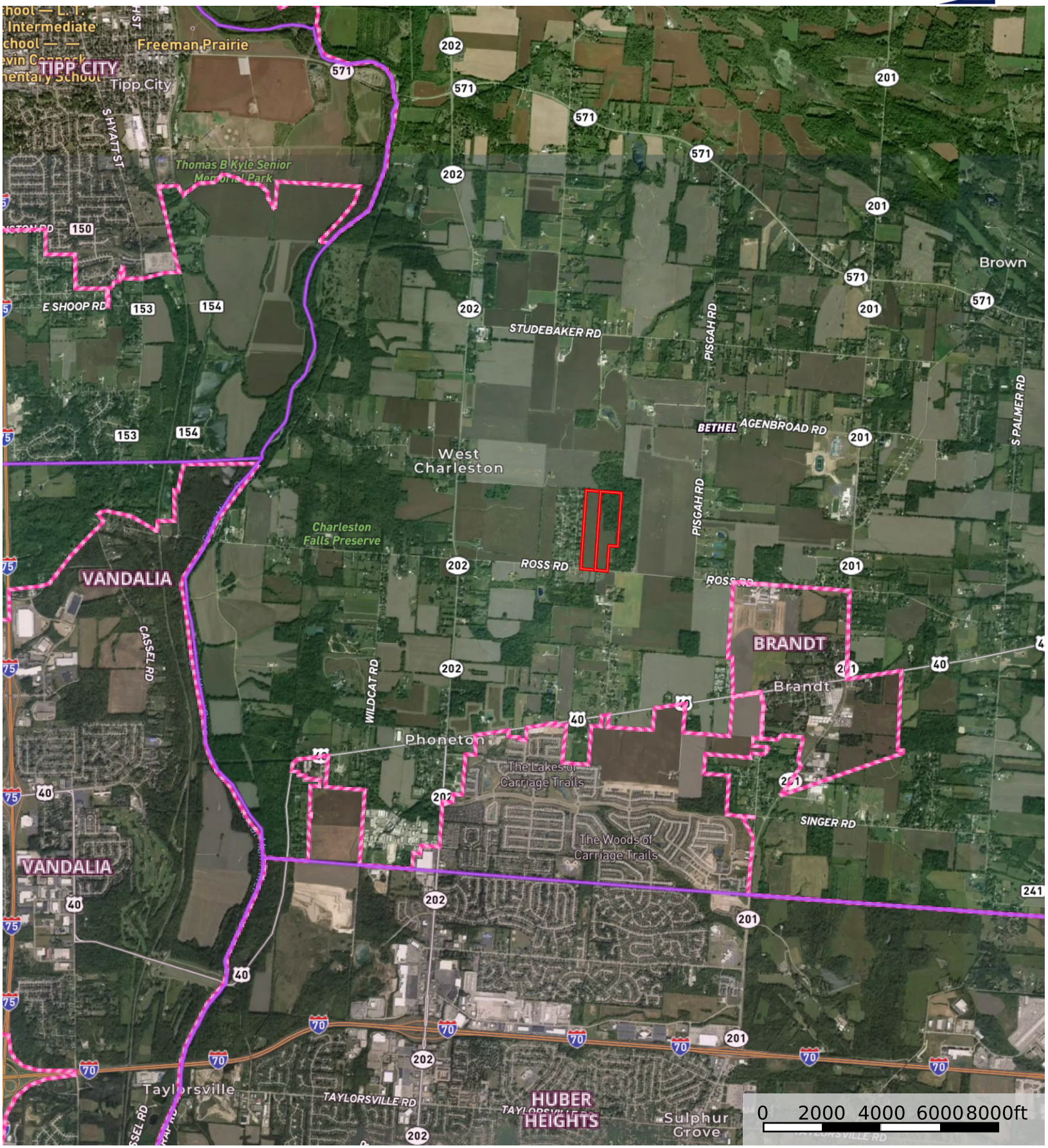
SHERIDANS LLC

P: (937) 766-2300 www.SheridanTeam.com

The information contained herein was obtained from sources deemed to be reliable.
Land id® Services makes no warranties or guarantees as to the completeness or accuracy thereof.

20261210 Brandt Bradley 68+ Ac REA

Ohio, AC +/-



Boundary Townships

SHERIDANS LLC

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Brandt Bradley REA Prospect

Ohio, AC +/-

SHERIDANS LLC

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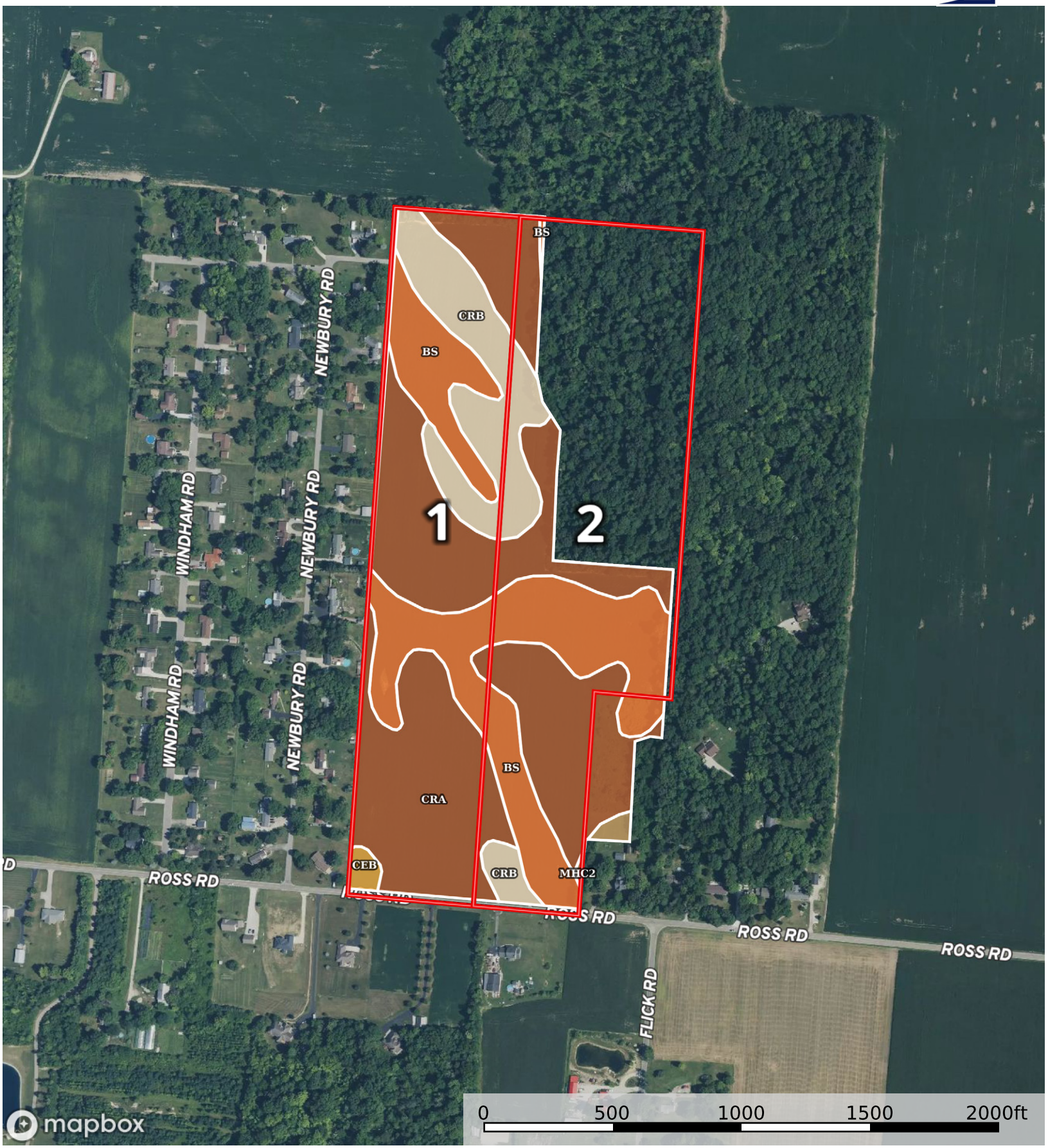
20261210 Brandt Bradley 68+ Ac REA

Ohio, AC +/-



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| 52.72 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
CrA	Crosby silt loam, Southern Ohio Till Plain, 0 to 2 percent slopes	28.51	54.09	0	68	2w
Bs	Brookston silty clay loam, fine texture, 0 to 2 percent slopes	15.29	29.01	0	70	2w
CrB	Crosby silt loam, Southern Ohio Till Plain, 2 to 6 percent slopes	8.15	15.46	0	68	2e
CeB	Celina silt loam, 2 to 6 percent slopes	0.42	0.8	0	73	2e
MhC2	Miamian silt loam, 6 to 12 percent slopes, eroded	0.35	0.66	0	55	3e
TOTALS		52.72(*)	100%	-	68.55	2.01

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Brandt Bradley REA Prospect

Ohio, AC +/-

Boundary

SHERIDANS LLC

P: (937) 766-2300 www.SheridanTeam.com

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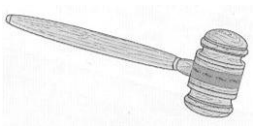
Buyer Agent
Multi-Parcel Auction Instructions

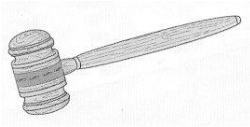
We are happy to co-op with Buyer's Agents for our **Multi-Parcel Real Estate Auctions**. Below are the basic instructions and procedures for Buyer's Agents representing clients in a Multi-Parcel Auction format.

1. **Before your client registers to bid** in our Multi-Parcel Auction, it is imperative that Buyer's Agents register their clients by fully completing and submitting the attached Commission Participation Form to the Listing Broker. This form must be submitted prior to your client registering to bid and/or prior to the auction date. Incomplete or late submissions may affect your share of the Broker commission.
2. A **Bidder Information Package** is available for each Multi-Parcel Auction. The package may be obtained by downloading it from the specific auction listing at www.SheridanTeam.com. The Bidder Package will include:
    - Auction brochure
    - Terms of Sale
    - Parcel breakdown and tract information
    - Property disclosures (if applicable)
    - Sample purchase contract
    - Maps, surveys (if available), and other pertinent documents

    It is the responsibility of the Buyer's Agent and bidder to review all materials prior to bidding.
3. All properties sold by **SHERIDANS** via a Multi-Parcel Auction are sold in "AS IS" condition (unless otherwise stated). Contracts are not contingent upon inspections, financing, appraisal, or any other contingencies. Buyers should conduct all due diligence prior to the auction.
4. To register to bid, prospective buyers must attend in-person (if available) or visit www.SheridanTeam.com and navigate to the specific Auction listing. A registration link will be provided for bidder approval. After registering, a representative from the Auction Company will contact the bidder to verify identity and confirm registration requirements before activating the bidding account.
5. In a Multi-Parcel Auction format, bidders may have the opportunity to bid on individual tracts, combinations of tracts, or the property in its entirety, depending on the auction structure. The Auction Company utilizes competitive bidding software that determines the highest and best combination of bids to achieve the highest total sale price for the Seller.
6. The Auction Company reserves the right to determine bidding increments, the order of offering tracts and combinations, and the method by which parcels are grouped or recombined during the auction. These decisions are at the sole discretion of the Auction Company.
7. Bidding will take place online at the advertised auction date and time. Unlike a timed online auction, bidding will follow a live, competitive format where parcels and combinations may be reopened for additional bidding as new combinations are introduced. The auction will conclude only when competitive bidding has ceased and the Auctioneer declares the property sold.
8. For bidders represented by a Buyer's Agent, *all communication regarding the auction, property details, and contract process should be handled through the Buyer's Agent*. Buyers should not communicate directly with the Auction Company without their agent present or copied.
9. Immediately following the conclusion of the auction, the successful bidder(s) will be required to execute the purchase agreement and submit the required earnest money deposit in accordance with the Terms of Sale.
10. The Auction Company assumes no responsibility for computer, Internet, or software malfunctions or delays during the online auction event. Bidders are encouraged to log in early and ensure a stable Internet connection prior to bidding.



SHERIDANS LLC



BUYER AGENT REPRESENTATION AGREEMENT

FOR OHIO LICENSED REAL ESTATE AGENTS ONLY

The following terms apply to a buyer agent's right to a share of the listing Broker's commission:

The licensee must be actively licensed in the State of Ohio. No commission will be shared with a non-Ohio-licensed individual or firm.

1. There are two steps to registering your client for auction participation:
   a) The participating Ohio licensee **must register** his/her prospective bidder on this approved form **at least 24 hours prior** to the Auction and prior to the prospective bidder registering for the auction (via the online bidding portal or in person), inspecting the property, or making contact concerning the auction through **SHERIDANS LLC**.
   b) The participating bidder must register to bid for this specific auction. We highly encourage that the individual registering to bid for the auction be the prospective bidder. Ultimately, the auction registrant will be held responsible for any bids placed.

2. The participating Ohio licensee must attend all viewings of property and the Auction (for live auctions) with the prospective bidder and follow through to closing, to share a commission.

3. The participating Ohio licensee acknowledges receipt of this Agreement and of the Auction Bidder Package.

4. This Agreement must include a signed **Agency Disclosure Statement** showing the participating licensee as a buyer-broker. No Sub-Agency Disclosure Forms will be accepted.

5. Commission participation on this property will be offered to the successful bidder's representative based on the following scale: 1 **% OF YOUR BIDDER'S FINAL BID** if the prospective bidder becomes the successful bidder and closes promptly subject to the terms and conditions as announced or amended on Auction day.

PLEASE NOTE: SHERIDANS LLC is happy to share a commission with any Broker who develops a purchaser for this auction; however, we do reserve the right to disallow commission participation for any purchaser with whom we have already developed contact prior to the submission of this form, and, in particular, when the purchaser (during communications with **SHERIDANS LLC**) did not declare representation by a qualified Agent or Broker.

Auction Date: December 10, 2026

Property Identification:

Tract #	Acreage:	Address/Location:
1	30.209	Ross Rd, Bethel Twp, Miami County, OH
2	38.356	Ross Rd, Bethel Twp, Miami County, OH

Prospective Bidder (Print)

Buyer Agent & Real Estate Company (Print)

Prospective Bidder (Signature)

Buyer Agent Signature (Signature)

Agent Phone: _____

Agent Email: _____

Date Signed: _____

This agreement accepted by **SHERIDANS LLC** this day of _____.

By:_____, Authorized Agent

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

(Effective 10/24/2024)

We are pleased you have selected **SHERIDANS** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **SHERIDANS** can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services that agents can offer and their options for working with you.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at www.com.ohio.gov/real.

Representing the Sellers: Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In rare circumstances, a listing broker may also offer "subagency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers: When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction. All buyers working with an agent must sign a written agency agreement prior to any of the following: touring of, or making an offer for, any residential property, or signing a residential lease of 18 months or longer. This agreement must include expiration dates, fair housing information, relationship exclusivity, and terms of compensation, as well as a conspicuous statement that broker fees and commissions are not set by law, are fully negotiable, and may be paid by the seller, the buyer, the landlord, the tenant, or a third party, or by sharing or splitting the fees and commissions between brokers.

Dual Agency: Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client or disclose any personal or confidential information to the other party without written consent.

Representing Both the Buyer & Seller: On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of both parties.

Working With SHERIDANS: SHERIDANS does represent both buyers and sellers. When **SHERIDANS** lists property for sale, all agents in the brokerage represent the seller. Likewise, when a buyer is represented by a **SHERIDANS** agent, all of the agents represent that buyer. Therefore, when a buyer represented by a **SHERIDANS** agent wishes to purchase property listed by our company, the agent(s) involved act as dual agents. This is true whether one agent is representing both parties or two separate agents are involved.

In the event that both the buyer and seller are represented by **SHERIDANS** agents, these agents and **SHERIDANS** will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that will place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties **SHERIDANS** has listed. In that instance, **SHERIDANS** will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages: SHERIDANS does offer representation to both buyers and sellers. When **SHERIDANS** lists property for sale, it may elect to cooperate with, and offer compensation to, other brokerages that represent buyers. **SHERIDANS** does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because **SHERIDANS** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead, that company will be looking out for the buyer and **SHERIDANS** will be representing your interests.

When acting as a buyer's agent, **SHERIDANS** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

Blockbusting is illegal and defined as, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

Printed Name

Signature Date

Printed Name

Signature Date

Department of Commerce
Division of Real Estate & Professional Licensing

EQUAL HOUSING OPPORTUNITY

AGENCY DISCLOSURE STATEMENT

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: Tract 1 or Tract 2, Ross Rd, Bethel Twp, Miami County, OH

Buyer(s): _____

Seller(s): Bradford Brandt

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____ (AGENT(S)), and _____ (BROKERAGE).

The seller will be represented by _____ (AGENT(S)), and _____ (BROKERAGE).

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

☐ Agent(s)_____ work(s) for the buyer and Agent(s)_____ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:*

_____.

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) NATHAN SHERIDAN and real estate brokerage SHERIDANS will

☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain*: _____

_____.

☑ represent only the (*check one*) ■ **seller** or ☐ **buyer** in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

_____ BUYER/TENANT _____ DATE

_____ BUYER/TENANT _____ DATE

_____ SELLER/LANDLORD _____ DATE

_____ SELLER/LANDLORD _____ DATE

Effective 02/10/19
Revised 8/29/2024

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to: attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
6606 Tussing Rd
PO Box 4008
Reynoldsburg, OH 43068
(614) 466-4100

Department of Commerce
Division of Real Estate & Professional Licensing

EQUAL HOUSING OPPORTUNITY

Effective 02/10/19
Revised 8/29/2024

CONFIRMATION OF SALE

THIS MEMORANDUM OF SALE AND AGREEMENT made and entered into at **Cedarville**, Ohio, this **14TH** day of **July**, **2026**, by and between **Bradford Brandt** (Seller), hereinafter called the Seller, and:

NAME _____

ADDRESS _____

CITY/ST/ZIP _____

PHONE _____

E-MAIL _____

hereinafter called the Purchaser.

WITNESSETH:

THAT WHEREAS, the Seller has offered for sale and agreed to sell at Auction through **SHERIDANS LLC**, Cedarville, Ohio, (Broker) the following described real property(ies) which are located in the sate of Ohio (check all that apply):

	Tract #:	Earnest Money:	Parcel ID(s):	Location(s):	Acreage:	Taxing District(s):
☐	1	$25,000	A01-077600	Ross Rd E, Tipp City, OH	30.209	Bethel Twp, Miami Cty
☐	2	$25,000	A01-077710	Ross Rd E, Tipp City, OH	38.356	Bethel Twp, Miami Cty

together with all appurtenances and hereditaments thereunto belonging, but subject to all legal highways and existing easements, and WHEREAS, the Purchaser has this day bid in at Auction and has agreed to purchase all of said property for the total sum of **$**_____.

NOW THEREFORE, it is agreed as follows:

1. **EARNEST MONEY:** Upon presentation of this offer, Purchaser has delivered to **SHERIDANS LLC**, the sum of **$**_____ as earnest money, to be deposited in the Broker's trust account within 24 hours (one day) after acceptance of this offer. Any disbursement of Earnest Money shall be in compliance with Ohio R.C. 4735.24, which includes the following stipulations: The Earnest Money shall be disbursed as follows: (i) if the transaction is closed, the Earnest Money shall be applied to Purchase Price (may be retained by brokerage and credited toward brokerage commission owed) or as directed by Buyer or (ii) if either party fails or refuses to perform, or if any contingency is not satisfied or waived, the Earnest Money shall be (a) disbursed in accordance with a release of earnest money ("Release") signed by all parties to the Contract or (b) in the event of a dispute between the Seller and Buyer regarding the disbursement of the Earnest Money, the broker is required by law to maintain such funds in his trust account until the broker receives (a) written instructions signed by the parties specifying how the Earnest Money is to be disbursed or (b) a final court order that specifies to whom the Earnest Money is to be awarded. If within two years from the date the Earnest Money was deposited in the broker's trust account, the parties have not provided the broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the broker shall return the Earnest Money to the Buyer with no further notice to the Seller. The earnest money shall be returned to Purchaser or applied on the purchase price at closing. If the closing does not occur because of Seller's default or because any condition of this Contract is not satisfied or waived, Purchaser shall be entitled to the earnest money. If Purchaser defaults, Seller shall be entitled to the earnest money. The parties acknowledge, however, that the Broker will not make a determination as to which party is entitled to the earnest money. Instead, the Broker shall release the earnest money from the trust account only (a) in accordance with the joint written instructions of Seller and Purchaser, or (b) in accordance with the following procedure: if the closing does not occur for any reason (including the default of either party), the Broker holding the earnest money may notify Seller in writing that the earnest money will be returned to Purchaser unless Seller makes a written demand for the earnest money within 20 days after the date of the Broker's notice. If the Broker does not receive a written demand from the Seller within the 20-day period, the Broker shall return the earnest money to Purchaser. If a written demand from Seller is received by the Broker within the 20-day period, the Broker shall retain the earnest money until (i) Seller and Purchaser have settled the dispute; (ii) disposition has been ordered by a final court order; or (iii) the Broker deposits the earnest money with the court pursuant to applicable court procedures. Payment or refund of the earnest money shall not prejudice the rights of the Broker(s) or the non-defaulting party in an action for damages or specific performance against the defaulting party.

2. **DEED:** Seller shall furnish a transferable and recordable **Warranty** deed conveying to Purchaser, or nominee, a marketable title to the Property (as determined with reference to the Ohio State Bar Association Standards of Title Examination) with dower rights, if any, released and free and clear of liens, rights to take liens, and encumbrances, except (a) legal highways, (b) any mortgage assumed by Purchaser, (c) all installments of taxes and assessments becoming due and after the closing, (d) rights of tenants in possession, (e) zoning and other laws, and (f) easements and restrictions of record which would not prevent Purchaser from using the Property for the following purpose: **N/A**. If title to all or part of the Property is unmarketable or is subject to matters not excepted as provided above, Seller at Seller's sole cost shall cure any title defects and/or such matters within 10 days after receipt of written notice from Purchaser, and if necessary the closing date shall be extended to permit Seller the full 10 days to clear title. Seller shall have the right at closing to pay for the removal of any encumbrances or liens out of the purchase price. The cost of any title examination and title insurance shall be borne by Purchaser.
3. **Real Estate Taxes:** Taxes will be prorated to date of closing using **Long** proration method. Purchaser(s) will pay any Current Agricultural Use Valuation Recoupment fees due to change in land use after closing, if applicable.
4. **AS IS:** Seller and Purchaser acknowledge that Purchaser has bid on the property at Auction and is entering into this contract based on the property's current "AS IS" condition with no financing or any other purchaser contingencies, and that Seller makes no warranties, expressed nor implied, about the property other than what has been stated in marketing information provided by Seller through the date of the Auction.
5. **CLOSING:** Closing will occur on or before **January 22, 2027**. Purchaser will pay customary portion of closing costs at closing. Closing will be conducted by title company of seller's choice.
6. **POSSESSION:** Buyer shall take possession date of closing.
7. **SOLE CONTRACT:** No other terms, conditions, or qualifications pertaining to this sale transaction were made or expressed**.**
8. **GENERAL PROVISIONS.** Upon acceptance, this offer and any attached addenda shall become a complete agreement binding upon and inuring to the benefit of Purchaser and Seller and their respective heirs, personal representatives, successors, and assigns, and shall be deemed to contain all of the terms and conditions agreed upon, there being no oral conditions, representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing signed by both parties. Purchaser is accepting the Property "AS IS" in its present condition. All representations, warranties and agreements in this Contract shall survive the closing. Any word used in this offer and the acceptance thereof shall be construed to mean either singular or plural as indicated by the number of signatures hereto.
9. **BINDING ARBITRATION:** The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim, or dispute that cannot be so resolved shall be settled by final binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in Greene County, Ohio, unless otherwise mutually agreed upon by the parties. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two arbitrators shall select a third arbitrator within ten (10) days of their appointment. Each party shall bear its own cost and expenses and an equal share of the third arbitrator's expenses and the administrative fees of arbitration.
10. **BROKER LICENSE:** Broker and Auction Company are licensed by the Division of Real Estate and Professional Licensing, Department of Commerce and are bonded in favor of the State of Ohio.
11. **OTHER:** No other terms, conditions, or qualifications pertaining to this sale transaction were made or expressed except_____

IN WITNESS WHEREOF, the parties hereunto set their hands this **10TH** day of **December 2026**.

Seller: _____ Purchaser: _____

We acknowledge the receipt and escrow holding of $_____ as indicated in items 1 and 2 above.

By:_____, Member
SHERIDANS LLC

Notes

SHERIDANS LLC

Real Estate Sales
Auctions
Appraisals

200 Parkview Lane
Cedarville, OH 45314

www.SheridanTeam.com
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(937) 766-0002 (Fax)