

OHIO LAND AUCTION

HIGHLY PRODUCTIVE FARMLAND • SENECA COUNTY

3570 E Co. Rd. 62, Green Springs, Ohio

Excellent Investment Opportunity

Investigate the Income Potential

48± Acres Cropland

Highly Productive Kibbie Fine Sandy Loam Soils

Substantial Road Frontage on E CR 62

Pine & Hardwood Treed Lot with 36X36 Pole Barn

1900's Frame Home - Vacant and Inhabitable

**51±
Acres
Selling in 1 Tract**

Property Information Booklet

THURSDAY, NOVEMBER 9TH • 11AM

Held at the Old Fort Community Center (Grange Hall) - Old Fort, OH



614.626.SOLD

www.thewendtgroup.com

LAND AUCTION

THURSDAY, NOVEMBER 9TH • 11AM
3570 E Co. Rd. 62, Green Springs, Ohio

51± Acres

Selling in 1 Tract

PROPERTY LOCATION



Property Location: 3570 E. County Rd. 62 Green Springs, Ohio.

Property Directions: 2 Miles West of Green Springs, Ohio on County Rd. 62

Auction Location: Old Fort Community Center (Grange Hall) 1515 E County Rd 51 just East of The Old Fort Bridge - watch for Auction Signs.

Owner: Robert W. Donaldson Estate Seneca Co Probate Case #2017 117
Jeanne A. Lee Executrix.

Randall S. Bendure #0006948 Attorney for the Estate Tiffin, OH 419-448-8755

LAND AUCTION **51[±]**
THURSDAY, NOVEMBER 9TH • 11AM **Acres**
3570 E Co. Rd. 62, Green Springs, Ohio Selling in 1 Tract

AERIAL MAP





LAND AUCTION

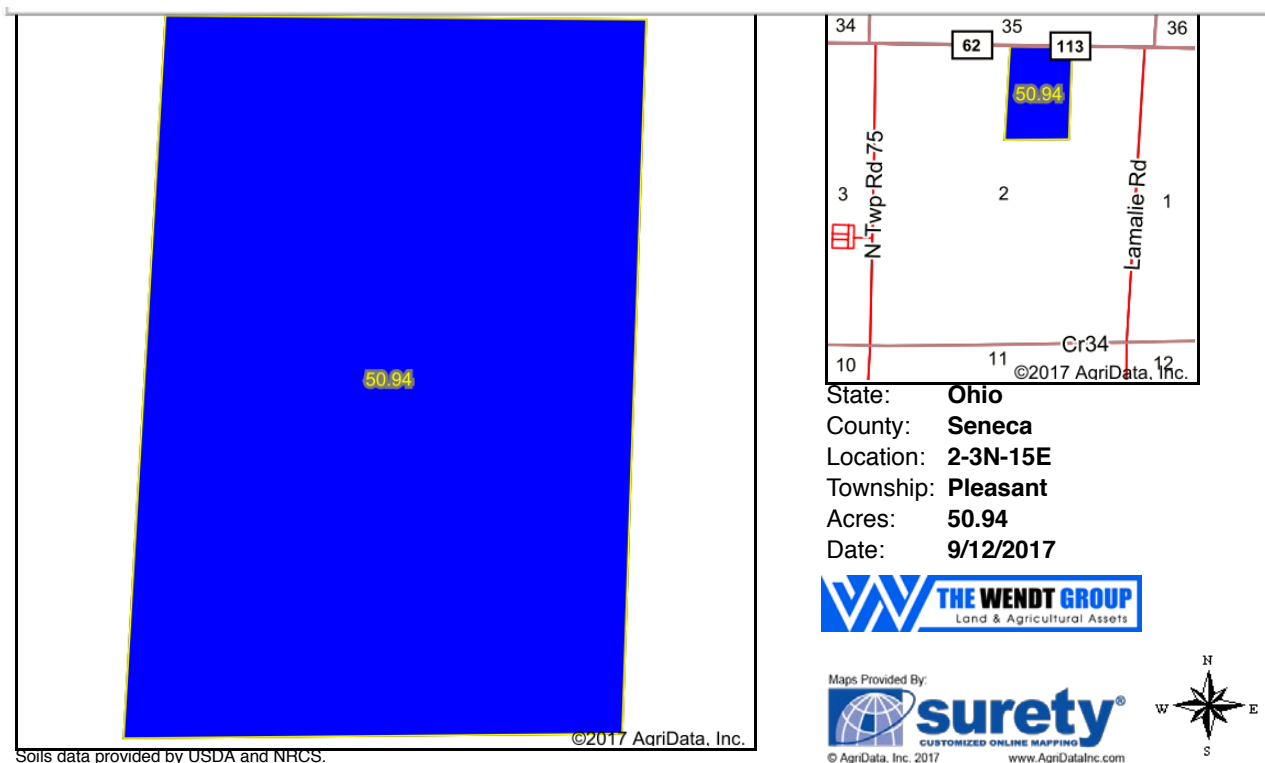
THURSDAY, NOVEMBER 9TH • 11AM

3570 E Co. Rd. 62, Green Springs, Ohio

51± Acres

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SOIL MAP



Area Symbol: OH147, Soil Area Version: 15

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Alfalfa hay	Bromegrass alfalfa hay	Corn	Corn silage	Grass legume hay	Oats	Soybeans	Sugar beets	Tomatoes	Winter wheat	*eFOTG PI
KbA	Kibbie fine sandy loam, 0 to 2 percent slopes	50.94	100.0%		Ilw	5	3.5	120	20	4.5	80	45	21	27	40	85
Weighted Average						5	3.5	120	20	4.5	80	45	21	27	40	85

*efotg PI: Obtained from the NRCS eFOTG (<http://efotg.sc.egov.usda.gov>)

*efotg PI index for OH was updated on 3/8/2017

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.



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Seneca County, Ohio - Property Record Card
Parcel: J37000580080000 Card: 1

Owner	DONALDSON ROBERT WILLIAM
Address	0 E CR 62
Land Use	(110) A - AGRICULTURAL VACANT LAND
Class	AGRICULTURAL
Legal Description	NW PT NE1/4
Range Township Section	0-0-2

MAP



SKETCH

A sketch is unavailable for this parcel.

RESIDENTIAL

LAND

Code	Frontage	Depth	Acreage	SqFt	Value
2	0	0	12.92	N/A	\$53,750.00
9	0	0	0.23	N/A	\$0.00

VALUATION

	Appraised	Assessed
Land Value	\$53,750.00	\$18,810.00
Building Value	\$0.00	\$0.00
Total Value	\$53,750.00	\$18,810.00
CAUV Value	\$50,740.00	
Taxable Value	\$17,760.00	

PERMITS

IMPROVEMENTS

LAND AUCTION

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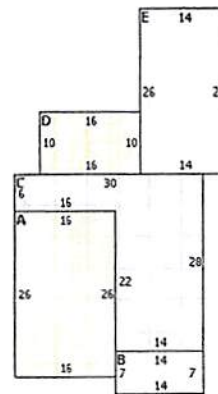
Seneca County, Ohio - Property Record Card Parcel: J37000580040000 Card: 1

Owner DONALDSON ROBERT WILLIAM
Address 3570 E CR 62
Land Use (111) A - CASH GRAIN OR GENERAL FARM
Class AGRICULTURAL
Legal Description NE PT W1/2 NE1/4
Range Township Section 0-0-2

MAP



SKETCH



Scale: 5ft

- A 2s MAIN DWELL 416 sqft
- B DFP 98 sqft
- C UN/1s FR 488 sqft
- D EFP 160 sqft
- E FG/ATU 364 sqft

RESIDENTIAL

Building Style	OLD STYLE	FullBaths	1
Sq.Ft.	1320	Half Baths	0
Year Built	1900	Basement	FULL
Stories	2	Basement Area	0
Exterior Wall	ALUMINUM/VINYL	Rec Room Area	0
Rooms	6	Heat Fuel Type	GAS
Bedrooms	3	Heat/Cool	CENTRAL
Family Rooms	1	Attic	NONE
Fireplace Openings(Stacks)	0(0)	Trim	0

LAND

Code	Frontage	Depth	Acreage	SqFt	Value
1	0	0	1	N/A	\$25,870.00
2	0	0	35.92	N/A	\$149,430.00
9	0	0	0.68	N/A	\$0.00

VALUATION

	Appraised	Assessed
Land Value	\$175,300.00	\$61,360.00
Building Value	\$55,370.00	\$19,380.00
Total Value	\$230,670.00	\$80,740.00
CAUV Value	\$167,220.00	
Taxable Value	\$77,910.00	

PERMITS

IMPROVEMENTS

Card	Description	Year Built	Dimensions	Value
1	AC1 - WOOD BOARD	1900	24x25	\$720.00
1	AP4 - ONE SIDE OPEN	1900	36x36	\$1,530.00
1	AH1 - 1S FRAME OR	1964	40x125	\$4,360.00
1	AH1 - 1S FRAME OR	1964	30x125	\$3,420.00
1	RS2 - METAL UTILITY	1961	10x48	\$540.00



REAL ESTATE AUCTION TERMS & CONDITIONS

PROCEDURE: The property will be offered as a total 51± acre unit. There will be open bidding on the entire property during the auction as determined by the auctioneer.

DOWN PAYMENT: A 10% down payment is required on the day of the auction. The down payment may be made in the form of cashier's check, personal check, or corporate check. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, AND ARE CAPABLE OF PAYING CASH AT CLOSING.

ACCEPTANCE OF BID PRICES: The successful bidder(s) will sign a Purchase Agreement at the conclusion of the auction. All final bid prices are subject to Seller's acceptance or rejection.

EVIDENCE OF TITLE: The Seller will provide a preliminary title opinion, certificate, or report to be made available to prospective bidders for review prior to bidding. If any Buyer elects to purchase title insurance, the cost thereof will be at such Buyer's sole expense. Seller will convey title free and clear of liens, but otherwise subject to all easements and matters of record. All tracts sold "AS IS".

DEED: Appropriate deed will be delivered at closing.

CLOSING: Closing will take place 30-45 days after auction date, or as soon thereafter as Seller's applicable closing documents are completed.

POSSESSION: Possession at closing with tenant's rights of the 2017 crop. Seller will retain cash-rent for the 2017 crop year.

REAL ESTATE TAXES: The Buyer(s) will assume the real estate taxes for the calendar year 2018 due and payable in 2019 and thereafter. If usage is changed, the Buyer is responsible for CAUV Recoupment.

TRACT MAPS; ACRES: Tract maps, depicted boundaries, and stated acres are approximates based on county parcel data, current legal descriptions, and/or aerial mapping software and are not provided survey products.

SURVEY: A new survey will be prepared where there is no existing legal description or IFA new survey is required by Seneca County to successfully transfer the property to the new owner. The type of survey provided will be at the Seller's option. Survey costs will be shared equally 50/50 between Buyer and Seller.

EASEMENTS: Sale of the property is subject to any and all easements of record.

MINERAL RIGHTS: The sale will include 100% of the mineral rights (if any) owned by the Seller.

AGENCY: The Wendt Group, Inc. and its representatives are exclusively the agents of the Seller.

AUCTION CONDUCT: Conduct of the auction and increments of bidding are at the sole discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company.

ANY ANNOUNCEMENTS MADE THE DAY OF THE AUCTION TAKE PRECEDENCE OVER PRINTED MATERIAL



SAMPLE PURCHASE AGREEMENT SAMPLE DRAFT COPY

Upon the following terms, the undersigned Buyer agrees to buy and the undersigned Seller agrees to sell the real estate identified as **3570 E CR 62** in the auction brochure prepared for purposes of the auction conducted on this date by The Wendt Group, Inc. ("Auction Company"), said tract(s) being approximately **50.75 (±)** acres located in **Pleasant Township**, County of **Seneca**, State of Ohio (the "Property"). This Agreement to Purchase Real Estate ("Agreement") is entered into by Buyer and Seller on **November 9, 2017**.

1. Purchase Price: Purchase price shall be \$_____ payable at closing. In the event that the actual number of acres being purchased shall change from the approximate number of acres stated in this Agreement.

2. Deed: Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable **Fiduciary** deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this Agreement, and except the following:

- (a) those created by or assumed by the Buyer;
- (b) those specifically set forth in this Agreement;
- (c) zoning ordinances;
- (d) legal highways;
- (e) covenants, restrictions, conditions and easements of record;
- (f) oil and gas and mineral leases; and
- (g) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.

3. Title: Seller shall furnish (and Auction Company is authorized to obtain on Owner's behalf and to disclose to prospective bidders prior to the auction) a preliminary opinion or certificate of title for the Property, with update as of two days prior to closing. If Buyer elects to purchase title insurance or other evidence of title, Buyer may do so at Buyer's expense. If required by Buyer's lender, Buyer shall pay any expense incurred in connection with the mortgagee title insurance or other title evidence or reports issued for the protection of Buyer's lender. If Buyer or Buyer's lender desires a current survey, Buyer shall furnish and pay for such survey.

At closing, Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom.

4. Taxes and Assessments: The **Buyer** will assume the Real Estate taxes for the calendar year 2018 due in 2019 and thereafter. The Buyer is responsible for CAUV recoupment. The real estate tax amounts paid or credited at closing shall be final.

5. Survey: The property will be conveyed using the existing legal descriptions, and a new survey will not be obtained unless the officials responsible for recording the deed will not accept the conveyance for recording without a new survey. Any need for a new survey shall be determined solely by Seller. Seller and Buyer shall each pay one-half of the cost of the survey. The type of survey performed shall be at Seller's option and sufficient for conveyance of the Property.

6. Possession: Possession of the Property shall be given to Buyer **at closing subject to Seller's exclusive rights to the 2017 crop. All income for the 2017 crop year will be retained by Seller.**

7. Damage to Property: Risk of loss to the real estate and appurtenances shall be borne by Seller until closing. If any of the Property covered by this Agreement shall be substantially damaged or destroyed before this transaction is closed, Seller will notify Buyer that the damage or destruction has occurred. Seller may then elect to

17-1109 KW/MS



repair the damage or reasonably restore the Property at Seller's expense, in which event Seller shall retain all insurance money, if any, payable under policies covering the Property, and the closing date shall be reasonably extended to allow the repairs to be completed. If Seller does not elect to repair the damage or reasonably restore the Property, Buyer may (a) proceed with the transaction and be entitled to the insurance money, if any, payable to Seller under policies covering physical damage to the Property, or (b) rescind the Agreement, by giving written notice to Seller within ten (10) days after Buyer has notice of such damage or destruction and Seller's election and thereby release all parties from liability. If Buyer does not notify Seller of Buyer's intent to rescind the Agreement within the designated time period, Buyer is deemed to have elected to proceed with the transaction. If the Property is subject to any non-substantial damage or destruction, Seller shall have no obligation to repair or restore the Property, and the closing of the Property shall proceed as if no damage or destruction had occurred.

8. Deposit: Buyer has deposited with the Auction Company the sum of \$_____ with check #_____, and Seller acknowledges receipt thereof. The deposit shall be applied to the purchase price at closing. If the transaction does not close due to Seller's failure or refusal to perform, the deposit shall be returned to Buyer. If the transaction does not close due to Buyer's failure or refusal to perform, the deposit shall be retained by the Seller.

9. Closing Expenses: With respect to certain expenses that are not otherwise addressed in this Agreement: Seller shall pay the real estate conveyance fee or tax and parcel transfer fee. Seller shall furnish the Deed. Buyer shall pay the fees to record the Deed. Seller and Buyer shall each pay their own attorney fees. Any fee for conducting the closing shall be divided equally between Seller and Buyer.

10. Closing: This Agreement shall be performed and this transaction closed on or before **Monday, December 18, 2017**, unless the parties agree in writing to an extension or the closing is reasonably extended to allow repair of substantial damage to the Property pursuant to this Agreement. Seller will schedule the time and place for the closing. If Seller, in good faith, is unable to convey the Property at closing in compliance with this Agreement, and in accordance with the title requirements of this Agreement, Buyer may terminate this Agreement and receive the Earnest Money as Buyer's sole remedy, but only after providing written notice and a reasonable opportunity to cure.

11. THE PROPERTY IS SOLD "AS IS" AND "WHERE IS". ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN NO EVENT SHALL SELLER OR AUCTION COMPANY BE LIABLE FOR CONSEQUENTIAL DAMAGES. Without limiting the foregoing provision, Seller, Auction Company and their respective agents and representatives disclaim any representation or warranty with regard to acreages, zoning matters, location or availability of utilities, availability of building or other permits, whether or not the property qualifies for any specific use or purpose, and/or the accuracy of any third party reports or materials provided in connection with the Auction or this Agreement.

12. Incorporation of Documents: This Agreement incorporates the provisions of the following documents as if fully written herein:

- a. The auction brochure prepared for purposes of this auction by The Wendt Group, Inc.
- b. The Addendum to Purchase Agreement signed by Buyer and Seller.
- c. Other [please specify] Consumer Guide, Agency Disclosure, and Lead-Based Paint forms

13. Acknowledge Receipt by Buyer: The Buyer acknowledges that Buyer has received a copy of the bidder's materials for the auction.

14. Other Provisions: This Agreement, including the Addendum and other documents incorporated in the Agreement, constitute the entire agreement. There are no representations, oral or written, which have not been

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incorporated herein, provided, however, that any announcements made at the auction by the auctioneer will take precedence over any printed material. Any amendment to this Agreement shall be made in a writing signed by Buyer and Seller. All notices given in connection with this Agreement shall be made in a writing signed by the party giving such notice. Time is of the essence regarding all provisions of this Agreement. All representations, covenants, and warranties of the parties contained in this Agreement shall survive the closing. Only manual or electronic signatures on Agreement documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this Agreement and any amendments or any notices to be delivered in connection with this Agreement. Only original, manual signed documents shall be valid for deeds or other documents to be delivered at closing. For the purposes of this provision, "Agreement documents" do not include voice mail or email messages.



Buyer and Seller agree to the terms of this Agreement and acknowledge receipt of a signed copy.

Buyer (Bidder # _____):

Signature: _____

Address: _____

Print Name: _____

Title (if Applicable): _____

Phone: _____

Email: _____

Signature: _____

Address: _____

Print Name: _____

Title (if Applicable): _____

Phone: _____

Email: _____

Deed to: _____

Attorney: _____

Seller:

Signature: _____

Address: _____

Print Name: _____

Title (if Applicable): _____

Phone: _____

Email: _____

Attorney: _____

Brokerage: The Wendt Group, Inc.

Address: 121 Jackson Street

Phone: 614-626-SOLD (7653)

Plain City, Ohio 43064

Signature: _____

Email: kevin@thewendtgroup.com

Kevin Wendt CAI-Auctioneer-Broker

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AUCTION ADDENDUM SAMPLE DRAFT COPY

DATE: November 9, 2017 11:00AM

OWNER: Robert W. Donaldson Estate, Jeanne A. Lee, Executrix

Seneca Co. Probate Case # 2017-1171

Randall S. Bendure, #0006948 Attorney for the Estate & Executrix

1. All bidding is open to the public. The auction representatives are available to assist you.
2. The property will be offered in 1 individual tract and as a total 50.75± acre unit. There will be open bidding on the entire property as determined by the auctioneer until the close of the auction.
3. Bidding will be on a lump sum basis. Minimum bids and increments of bidding are at the sole discretion of the Auctioneer.
4. The Seller is present, and we anticipate that the top bid(s) at the close of the auction will be accepted. The final bid(s), however, are subject to the Seller's acceptance or rejection.
5. 10% down is due at the close of the auction. The down payment may be made in the form of cashier's check, personal check, or corporate check. Your bidding is not conditional upon financing, so be sure you have arranged financing, if necessary, and are capable of paying cash at closing.
6. The closing will be held on or before Monday, December 18, 2017, (or as soon as possible thereafter upon completion of Seller's closing documents) at the office of Randall S. Bendure, Attorney at Law, 31 Court Street, Tiffin, Ohio 44883. The closing agent's fee for an administered closing will be shared equally between Buyer and Seller. Buyer will pay any closing charges due to Buyer securing a mortgage.
7. At closing, Seller will furnish the deed and will update title evidence (at Seller's expense) in accordance with Sections 3 of the Agreement to Purchase in your Bidder's Packet. If Buyer elects to purchase title insurance, the cost will be at the Buyer's sole expense.
8. A preliminary certificate of title dated October 15, 2017, has been prepared by Randall S. Bendure, Attorney at Law and is available for your review in the Auction Information Area.
9. The Buyer(s) will assume the Real estate taxes for the calendar year 2018 due and payable in 2019 and thereafter.
10. The real estate has been taxed at a reduced Current Agricultural Use Value (CAUV). Buyer(s) will be responsible for the payment of any CAUV recoupment taxes if Buyer(s) converts the property to a non-agricultural use or otherwise takes any action that would disqualify the property for CAUV or fails to take any necessary action to qualify the property for CAUV.



AUCTION ADDENDUM CONTINUED

SAMPLE DRAFT COPY

11. Buyer(s) will assume and pay all assessments, if any, that are last payable without a penalty after the date of closing.
12. Possession will be delivered at closing subject to Seller's exclusive rights to the 2017 crops. All income for the 2017 crop year will be retained by Seller.
13. It is expected that the current legal descriptions will be sufficient to convey the property. Any need for a new survey will be determined by the Seller. If a new survey is required by law, the survey costs will be shared equally between the Buyer and Seller. The type of survey provided will be at the Seller's option.
14. Boundary lines and auction tract maps shown in the auction marketing materials are approximations. They are not provided as survey products.
15. The frame home has been vacant and utilities disconnected for several years and is uninhabitable in its present condition. The Seller is exempt from the Residential Property Disclosure Form.
16. There is an abandoned, buried tank of unknown owner, origin and contents located west of the corner of the garage.
17. At the close of the auction, each Buyer will be required to execute a purchase contract in the form of the Agreement to Purchase Real Estate and Addendum provided in each Bidder's Packet. The terms of these documents are non-negotiable. You will be closing on the individual tracts or the entire property in the manner in which you successfully bid at the auction.
18. The Agency Disclosure, the Consumer Guide to Agency Relations, and Lead-Based Paint forms are posted in the Auction Information Area. Buyer(s) will be required to sign these forms at the close of the auction.
19. The Wendt Group, Inc. and its agents are exclusively the agents of the Seller. Any commission or fees charged by an agent representing a Buyer will be at such Buyer's expense.
20. If Buyer so requests, Seller will reasonably cooperate with Buyer's efforts to structure the acquisition of the property as part of a like-kind tax-deferred exchange under Section 1031 of the Internal Revenue Code. Buyer's rights may be assigned to a qualified intermediary for this purpose. However, no such assignment releases Buyer from obligations under the purchase contract. Buyer will also guarantee full and timely performance of the obligations within the purchase contract. Seller will not be required to acquire title to any other property, assume any additional liabilities or obligations, or incur any additional expense as a result of Buyer's exchange.



AUCTION ADDENDUM CONTINUED SAMPLE DRAFT COPY

21. Your bids are to be based solely upon your inspection. All property is sold “AS IS” without any warranty. Any and all items of personal property are not included in this Auction. Seller and Auction Company make no warranty with respect to: Any specific zoning classifications or qualifications for specific use or purpose; availability or location of utilities; availability of building, driveway, water, or septic permits; or any information or materials prepared or provided by any third party regarding the auction property.

22. 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, 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, or 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, the finance of housing, or the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representatives regarding the entry into the neighborhood of anyone belonging to one of the protected classes.

23. Time is of the essence. All terms and conditions of the Agreement to Purchase Real Estate and this Addendum will survive the closing. If any provision of this Addendum is incompatible with the provision of the Agreement to Purchase, this Addendum will control.

**ANY ANNOUNCEMENTS MADE BY THE AUCTIONEER WILL TAKE PRECEDENCE OVER ANY
PRINTED MATERIAL.**

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Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

(c) ☐ Purchaser has received copies of all information listed above.

(d) ☐ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

(f) KW Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	<u>Jeffrey Brown Lee</u>	Date	<u>9-14-17</u>	Seller		Date	
Purchaser		Date		Purchaser		Date	
Agent	<u>Kevin Ward</u>	Date	<u>9-14-17</u>	Agent		Date	

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CONSUMER GUIDE TO AGENCY RELATIONSHIPS

The Wendt Group, Inc.



We are pleased you have selected *The Wendt Group, Inc.* to help you with your real estate needs. Whether you are selling, buying or leasing real estate, *The Wendt Group, Inc.* 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:

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 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.

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 all parties.

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.

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Selling in 1 Tract

Working With *The Wendt Group, Inc.*

The Wendt Group, Inc. does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client, but *The Wendt Group, Inc.* and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. *The Wendt Group, Inc.* will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, the agent and *The Wendt Group, Inc.* 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 would 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 ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties *The Wendt Group, Inc.* has listed. In that instance, *The Wendt Group, Inc.* 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

When *The Wendt Group, Inc.* lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. *The Wendt Group, Inc.* 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 *The Wendt Group, Inc.* shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead, that company will be looking out for the buyer and *The Wendt Group, Inc.* will be representing your interests. When acting as a buyer's agent, *The Wendt Group, Inc.* 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, 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. It is also illegal, 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. (Effective: 9/28/11)

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.

ROBERT W. DONALDSON ESTATE
JEANNE A. LEE EXEC

Name (Please Print)

Signature

Date

Name

(Please Print)

Signature

Date

LAND AUCTION

THURSDAY, NOVEMBER 9TH • 11AM

3570 E Co. Rd. 62, Green Springs, Ohio

51[±]
Acres
Selling in 1 Tract



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: 3570 E CO RD 62 GREEN SPRINGS, OHIO

Buyer(s):

Seller(s): ROBERT W. DONALDSON ESTATE JEANNE A LEE EXEC

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

The seller will be represented by _____, and _____
AGENT(S) 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 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) KEVIN WENDT and real estate brokerage THE WENDT GROUP, INC 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 Jeanne A Lee DATE 9-14-07

LAND AUCTION

THURSDAY, NOVEMBER 9TH • 11AM

3570 E Co. Rd. 62, Green Springs, Ohio

51[±]
Acres
Selling in 1 Tract

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 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 broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another 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 an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



Real Estate Auctions
Farm Equipment Auctions • Equipment Dealer Auctions
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Agricultural Asset Liquidation • Livestock Auctions • Internet Auctions

Kevin Wendt, CAI
President / Auctioneer / Broker
419.566.1599 | kevin@thewendtgroup.com
Dublin, Ohio

Dale Evans
General Manager / Auctioneer
260.894.0458 | dale@thewendtgroup.com
Kimmell, Indiana

Nick Cummings, CAI
Auctioneer / Auction Advisor
740.572.0756 | nick@thewendtgroup.com
Washington Court House, Ohio

Wesley Black
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740.572.1670 | grandviewacres41@yahoo.com
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Lebanon, Indiana

Nathan Whitney - Real Estate Agent / Internet Auction Marketing
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Bloomington, Ohio

W.J. Fannin - Real Estate Agent / Auction Coordinator
614.395.9802 | wj@thewendtgroup.com
Washington Court House, Ohio

Rick Bair - Auctioneer
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419.566.1599 | kevin@thewendtgroup.com

Dale Evans - General Manager / Auctioneer
260.894.0458 | dale@thewendtgroup.com

Nick Cummings, CAI - Auctioneer / Auction Advisor
740.572.0756 | nick@thewendtgroup.com

Disclaimer.

All information in this booklet is believed to be accurate and from accurate sources. However, buyers are encouraged to do their own due diligence. The Wendt Group assumes no liability for the information provided.



Like
Us



OHIO LAND AUCTION

HIGHLY PRODUCTIVE FARMLAND • SENECA COUNTY

3570 E Co. Rd. 62, Green Springs, Ohio

Excellent Investment Opportunity

Investigate the Income Potential

48± Acres Cropland

Highly Productive Kibbie Fine Sandy Loam Soils

Substantial Road Frontage on E CR 62

Pine & Hardwood Treed Lot with 36x36 Pole Barn

1900's Frame Home - Vacant and Inhabitable

**51±
Acres**

Selling in 1 Tract



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614.626.SOLD

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THURSDAY, NOVEMBER 9TH • 11AM

Held at the Old Fort Community Center (Grange Hall) - Old Fort, OH