Springfield-Area
FARMLAND AUCTION

Tuesday | August 25 | 1PM

- 102± Total Acres
- 91± Tillable Acres
- Productive Soils
- 1 Tract

SHERIDANS LLC

Auction Location:
Cedar Land Event Center
200 Parkview Ln
Cedarville, OH 45314

937-766-2300 SheridanTeam.com

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Dear Prospective Bidder:

We thank you for your interest in the upcoming Public Auction of this 102-acre **Springfield-Area Farmland Auction.** The auction method of marketing real property is an exciting sales method and one that has developed into a premier method of marketing all types of real property.

We are available to meet with you privately by appointment at the farm or via phone to discuss the property and the auction.

The real estate sells via Public Auction at the Cedar Land Event Center in Cedarville, with live bidding beginning **Tuesday, August 25th, at 1:00 PM.** You may place online bids prior to the live portion of the auction through the link that is available at our web site and/or you may bid online in real time during the auction.

The information you will find in this package is information that will be useful in your evaluation of the real property. We have relied on publicly available data for the information presented in this Bidder Package and we believe it to be accurate and reliable. We recommend that you verify all information presented.

Sincerely,

Nathan Sheridan

Nathan Sheridan
Auctioneer/Realtor®

Real Estate Sales
Auctions
Appraisals

200 Parkview Lane
Cedarville, OH 45314

www.SheridanTeam.com
(937) 766-2300 (Phone)
(937) 766-0002 (Fax)

SHERIDANS LLC

REAL ESTATE SALE TERMS

Bidding Procedure: The property will sell to the highest bidder(s) via Public Auction. The properties will sell subject to confirmation of the Seller.
Acceptance of Bid Prices: Successful bidder(s) will sign a *Confirmation of Sale Agreement* at the auction site immediately following the close of bidding. Successful online bidder(s) will sign a *Confirmation of Sale Agreement* within 24 hours after Auction. Bidding IS NOT CONDITIONAL UPON FINANCING.
Down Payment: Purchaser(s) will deposit $50,000 as down payment with the Auction Company upon signing of *Confirmation of Sale Agreement.* Onsite Purchaser(s) will place deposit date of auction; online Purchaser(s) will place deposit within 24 hours of auction's end. Balance will be due at closing.
Real Estate Taxes: Taxes will be prorated to the date of closing (long proration method). Purchaser(s) will pay for any Current Agricultural Use Valuation recoupment fees due to a change in land use (if applicable).
Closing Date: **October 2, 2026**, time being of the essence.
Possession: Date of closing, subject to Tenant's right to harvest 2026 cash grain crop if necessary.
Land Lease: The tillable land is leased for the 2026 calendar year. Lease payments will be prorated to the date of each transaction's closing(s) based on a proration period beginning May 1, 2026 and ending October 31, 2026.
Survey: Property will convey based on a new survey approved by the Clark County GIS department with preliminary drawings and acreages to be provided prior to the auction.
Agency: **SHERIDANS LLC** and its representatives are Exclusive Sales Agents for the Seller.
Disclosures: 25 foot driveway easement present within the W. Possum Road frontage for ingress/egress to Clark County property PID: 3000600008000045.
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. See additional online bidding terms 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. 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 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.

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Cedarville, OH 45314

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WHAT YOU CAN EXPECT AS A BIDDER . . .

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

   Onsite Bidders:
   Once you arrive, you will visit one of our clerks to obtain a Bidder Number Card. After that, a simple nod of the head, a raise of your arm or bid card, or any other intentional movement will be accepted as a bid. Our best advice is to talk to one of the auctioneers prior to the auction and to express your desire to 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.

1651 W Possum Road, Springfield Township, OH 45506

Listing

1651 W Possum Rd Springfield Township, OH 45506

Active | **Listing #:** 965258

County: Clark | **Cross St:**

Prop Type:	Land	**Sub Type:**	Acreage
Subdivision:			
Primary Parcel ID:	3000600008000043	**Lot SqFt:**	4,325,072
School Dist:	Clark-Shawnee	**Lot Acres:**	102.0000
		Lot Sz Src:	Assessor's Data

Remarks

Directions: From US 68, take Springfield-Xenia Road north to west on W. Possum Rd.

Prop Desc: Selling at auction on August 25th beginning at 1PM. 102+/-; acres located at the US-68 and I-70 interchange in Clark County, Ohio. The property consists of 91+/-; tillable acres and a strong soil productivity rating. The farm offers exceptional visibility from both US-68 and Interstate 70 and includes approximately 50 feet of frontage with a gravel drive on W. Possum Road; however, brush removal will be needed. The property will sell based on a new survey with preliminary drawings and acreages scheduled to be completed prior to the auction. Property sells at auction on August 25th at 1PM subject to seller confirmation. Search "Springfield-Area Farmland Auction" to visit auction-site and learn more about the property and the auction process. List price is for searching purposes only and does not represent fair market value or a reserve on the property.

Miscellaneous Information

Distressed Prop:	None		
Semi Annual Tax:	1,488.92	**LConditions:**	
Assessments:	0	**Bus Dist to Trns:**	
Lot Dim:	Irregular	**Fees:**	

Lot Size/Access

Timber:	N/A	**Frontage:**	50'
Grade:		**Road Type:**	County
Size/Shape:	Irregular	**Aerial:**	Yes
Plat:		**Survey:**	Yes
Topography:	Yes	**Tenant Right:**	Yes
Crop Right:	Yes	**Feasibility:**	
Soil Map:	Yes	**Soil Survey:**	Yes

Property Information

Easements:	Of Record	**Occupancy:**	

20260825 Fisher REA

Ohio, AC +/-

Boundary

3000600008000043

8/3/2026

CLARK COUNTY OHIO

Hillary Hamilton
County Auditor
Clark County, Ohio
clarkcountyauditor.org

MOST RECENT PHOTO

LEGAL

OWNER	FISHER DOUGLAS C
ADDRESS	1651 W POSSUM RD SPRINGFIELD OH 45506
DESCRIPTION	PT S 1/2
ACREAGE	99.2900
TAX DIST	300
SCHOOL DIST	CLARK-SHAWNEE LSD

VALUATION

TYPE	APPRAISED	ASSESSED
LAND	$1,006,080.00	$352,130.00
IMPROVEMENTS	$0.00	$0.00
CAUV	$184,630.00	$64,620.00
TOTAL	$1,006,080.00	$64,620.00

TAXES

TAXABLE VALUE	$64,620.00
ROLLBACKS	NONE
HALF (1ST / 2ND)	$1,443.58 / $1,443.58
YEAR (TOTAL / BALANCE)	$2,887.16 / $0.00

SPECIAL ASSESSMENTS

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

LAND

CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE
ACREAGE Unknown	0	0	76.830	3,346,715	$864,340.00
ACREAGE Unknown	0	0	12.490	544,064	$87,430.00
ACREAGE Unknown	0	0	7.110	309,712	$53,330.00
ACREAGE Unknown	0	0	2.790	121,532	$980.00
ACREAGE Unknown	0	0	0.070	3,049	$0.00

IMPROVEMENTS

MOST RECENT SALES

DATE	BUYER	SELLER	# PARCELS	PRICE	VALIDITY
6/9/2026	FISHER DOUGLAS C	FISHER NANCY J	3	$0.00	Unknown
10/9/2019	FISHER NANCY J	FISHER RONALD R & NANCY J	3	$0.00	Unknown
1/1/1980	FISHER RONALD R & NANCY J	SKILLINGS EARL	0	$125,000.00	Unknown

AGRICULTURAL

TYPE	SOIL	ACRES	CAUV VALUE (100%)
CROP	MhB2	18.860	$40,170.00
CROP	MhA	16.160	$43,310.00
CROP	CeA	8.710	$24,130.00
CROP	EpC2	8.340	$8,010.00
CROP	MkB2	7.610	$15,220.00
CROP	EpB2	5.380	$6,730.00
WOOD	So	3.870	$890.00
CROP	MhB	3.740	$8,940.00
CROP	OcA	2.710	$7,290.00
CROP	Ko	2.440	$9,420.00
PAST	EpC2	2.370	$2,280.00
WOOD	EpC2	2.100	$480.00
CROP	ThA	2.020	$4,870.00
WOOD	Cb	2.020	$460.00
WOOD	MhB2	1.770	$410.00

3000600007000050

8/3/2026

Hillary Hamilton
County Auditor
Clark County, Ohio
clarkcountyauditor.org

MOST RECENT PHOTO

LEGAL

OWNER	FISHER DOUGLAS C
ADDRESS	0 FAIRFIELD PIKE SPRINGFIELD OH 45502
DESCRIPTION	PT N W QR
ACREAGE	2.9300
TAX DIST	300
SCHOOL DIST	CLARK-SHAWNEE LSD

VALUATION

TYPE	APPRAISED	ASSESSED
LAND	$31,260.00	$10,940.00
IMPROVEMENTS	$0.00	$0.00
CAUV	$5,790.00	$2,030.00
TOTAL	$31,260.00	$2,030.00

TAXES

TAXABLE VALUE	$2,030.00
ROLLBACKS	NONE
HALF (1ST / 2ND)	$45.34 / $45.34
YEAR (TOTAL / BALANCE)	$90.68 / $0.00

SPECIAL ASSESSMENTS

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

LAND

CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE
ACREAGE Unknown	0	0	2.530	110,207	$28,460.00
ACREAGE Unknown	0	0	0.400	17,424	$2,800.00

IMPROVEMENTS

MOST RECENT SALES

DATE	BUYER	SELLER	# PARCELS	PRICE	VALIDITY
6/9/2026	FISHER DOUGLAS C	FISHER NANCY J	3	$0.00	Unknown
10/9/2019	FISHER NANCY J	FISHER RONALD R & NANCY J	3	$0.00	Unknown
1/1/1980	FISHER RONALD R & NANCY J	SKILLINGS EARL	0	$125,000.00	Unknown

AGRICULTURAL

TYPE	SOIL	ACRES	CAUV VALUE (100%)
CROP	MhB2	1.960	$4,170.00
CROP	MhA	0.570	$1,530.00
WOOD	MhB2	0.280	$60.00
WOOD	MhA	0.120	$30.00

PAST	MhB2	1.730	$3,680.00
WASTE	So	1.600	$320.00
PAST	EpD3	1.430	$500.00
WOOD	EpD3	1.050	$240.00
PAST	So	0.760	$2,120.00
CROP	So	0.550	$1,530.00
WOOD	Wt	0.440	$100.00
WASTE	EpB2	0.430	$90.00
WOOD	EpB2	0.420	$100.00
PAST	Wt	0.400	$1,660.00
WOOD	EpD2	0.340	$80.00
WOOD	OcA	0.330	$80.00
CROP	EpD3	0.310	$110.00
PAST	Ko	0.270	$1,040.00
WASTE	Ko	0.220	$40.00
WASTE	EpC2	0.220	$40.00
WASTE	MhB2	0.190	$40.00
PAST	EpB2	0.150	$190.00
WOOD	ThA	0.100	$20.00
WASTE	EpD3	0.060	$10.00
WOOD	CeA	0.050	$10.00
ROAD	MhB	0.030	$0.00
WASTE	Cb	0.030	$10.00
WASTE	EpD2	0.030	$10.00
ROAD	CeA	0.020	$0.00
ROAD	Ko	0.010	$0.00
ROAD	MhA	0.010	$0.00
WASTE	CeA	0.010	$0.00


W POSSUM RD
W POSSUM RD
FAIRFIELD PIKE
SPRINGFIELD XENIA RD
0.32 AC.
5.58 AC.
24.51 AC.
2.73 AC.
6.51 AC.
8.36 AC.
0.25 AC.
16.54 AC.
23.36 AC.
33.59 AC.
9.63 AC.
8.91 AC.
4.67 AC.
1.7 AC.
0.36 AC.
111.68 AC.
27.71 AC.
2.32 AC.
6.89 AC.
0.13 AC.
2.25 AC.
0.84 AC.
19.94 AC.
0.12 AC.
1.15 AC.
1.68 AC.
4.6 AC.
11.09 AC.
2.85 AC.
16.91 AC.
0.9 AC.
9.13 AC.
11.38 AC.
0.68 AC.
77.08 AC.
27.78 AC.
34.14 AC.
8.88 AC.
6.25 AC.
0.34 AC.
13.98 AC.
10.87 AC.
8.58 AC.
2.1 AC.
12.8 AC.
69.3
0 500 1000 1500 2000ft

Boundary

20260825 Fisher REA

Ohio, AC +/-

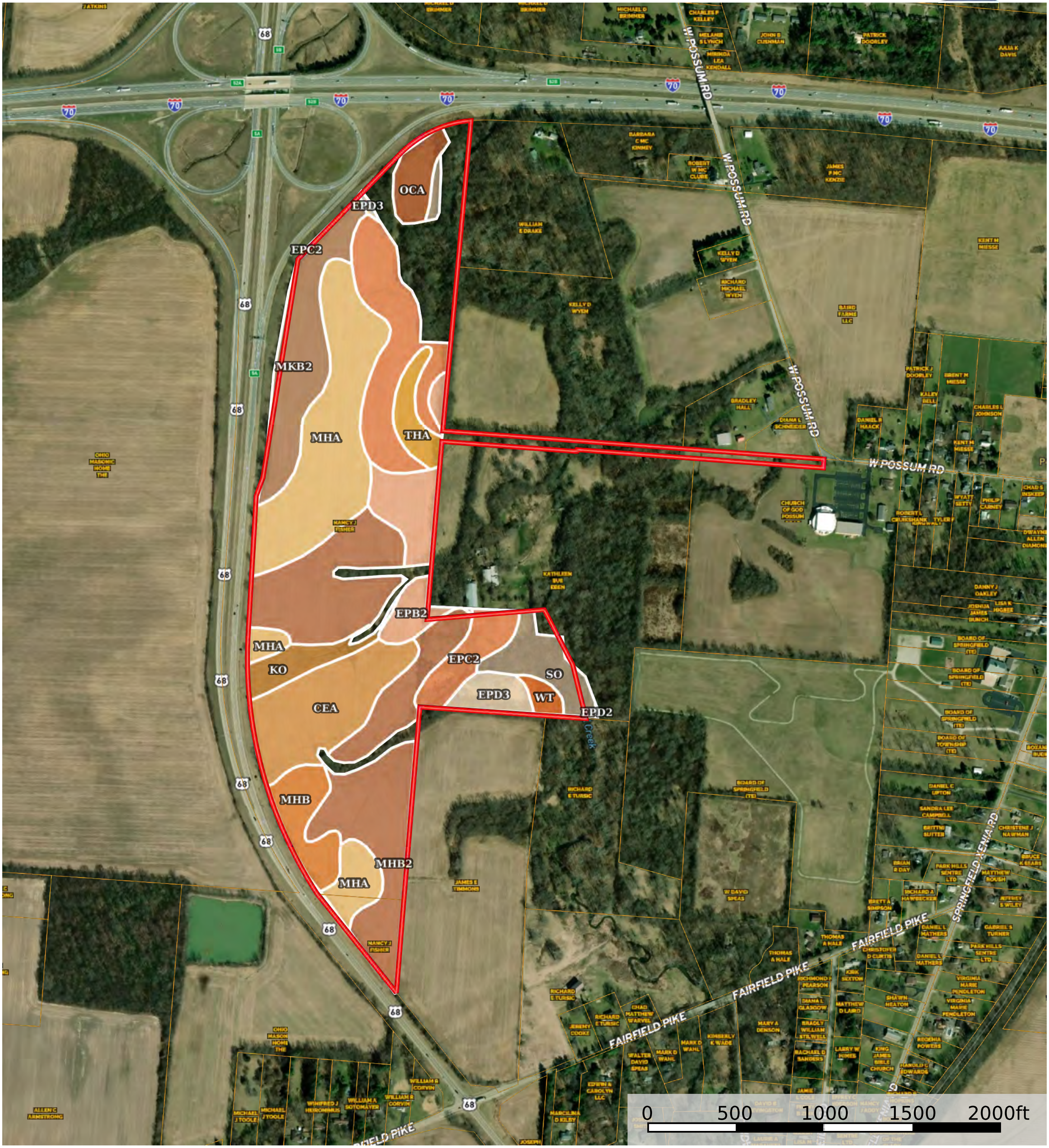
Boundary

SHERIDANS LLC

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

20260825 Fisher REA

Ohio, AC +/-



Boundary

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

| 90.68 ac

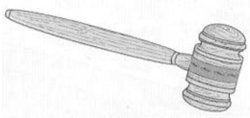
SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
MhB2	Miamian silt loam, 2 to 6 percent slopes, eroded	22.51	24.82	0	61	2e
MhA	Miamian silt loam, 0 to 2 percent slopes	16.68	18.39	0	82	1
EpC2	Eldean-Miamian complex, 6 to 12 percent slopes, eroded	11.52	12.7	0	58	3e
CeA	Celina silt loam, 0 to 2 percent slopes	8.74	9.64	0	66	1
MkB2	Miamian silty clay loam, 2 to 6 percent slopes, eroded	8.15	8.99	0	55	2e
EpB2	Eldean-Miamian complex, 2 to 6 percent slopes, eroded	5.74	6.33	0	60	2e
So	Sloan silt loam, sandy substratum, occasionally flooded	4	4.41	0	80	3w
MhB	Miamian silt loam, 2 to 6 percent slopes	3.65	4.02	0	74	2e
Ko	Kokomo silty clay loam, 0 to 2 percent slopes	2.4	2.65	0	82	2w
OcA	Ockley silt loam, Southern Ohio Till Plain, 0 to 2 percent slopes	2.32	2.56	0	77	1
ThA	Thackery silt loam, 0 to 2 percent slopes	2.1	2.32	0	82	1
EpD3	Eldean-Miamian complex, 12 to 18 percent slopes, severely eroded	2.06	2.27	0	47	6e
Wt	Westland silty clay loam, Southern Ohio Till Plain, 0 to 2 percent slopes	0.8	0.88	0	71	2w
EpD2	Eldean-Miamian complex, 12 to 18 percent slopes, eroded	0.01	0.01	0	51	4e
TOTALS		90.68(*)	100%	-	66.93	1.93

(*) 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.

Buyer Agent
Real Estate Auction Instructions

We are happy to co-op with Buyer's Agents for our Auctions of Real Estate Listings. Below are basic instructions and procedures for Buyer's Agents for our online auctions.

1. Before your client registers to bid (whether for online bidding or onsite bidding), it is imperative that Buyers' Agents register your clients by fully completing and submitting the attached ***Commission Participation Form*** to the Listing Broker. It is important that this form is filled out completely because your share of the Broker commission could be affected for incomplete information.
2. A Bidder Package is available for each property being sold by Auction. The Bidder Package can be obtained by downloading from the MLS listing or from the specific Online Auction Listing at www.SheridanTeam.com. The Bidder Package will include a brochure with the Terms of Sale, along with the required property disclosures and other pertinent information about the property, including the contract documents that will be used for the transaction.
3. All properties sold by **SHERIDANS** via Auction are sold in "AS IS" condition (unless otherwise stated) and contracts are not contingent on inspections, financing, or any other contingency.
4. For bidders represented by a Buyer's Agent, all correspondence and questions from the bidder should be handled through the Buyer's Agent, and no communication should be made directly to the Auction Company.
5. Following the submission of the Bidder Package and Seller's decision to accept an offer, **SHERIDANS** will contact the Buyer's Agent as a courtesy, and then may contact the Buyer to secure any information needed to complete the contract prior to signature.
6. Earnest money from the Buyer will be held in the **SHERIDANS** real estate trust account until closing.



SHERIDANS LLC

AUCTION COMMISSION PARTICIPATION FORM

FOR LICENSED REAL ESTATE AGENTS ONLY

1. The licensee must be actively licensed in the state in which the auction takes place. No commission will be shared with a non-licensed individual or firm.

2. The participating licensee **must register** his/her prospective bidder, on this approved form, prior to the prospective bidder's inspecting the property or making contact concerning the auction through **SHERIDANS LLC.**

3. The participating licensee must attend all viewings of property and the Auction with the prospective bidder <u>and follow through to closing</u>, to share a commission.

4. The participating licensee must register the prospective bidder at least **24 hours prior** to the Auction.

5. The participating licensee acknowledges receipt of this Agreement and of Auction Bidder Package.

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

7. Commission participation on this property will be offered to the successful bidder's representative based on the following scale: **<u>1% OF YOUR BIDDER'S FINAL BID</u>** 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 split 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.

Property Identification: **<u>102 Acres located at 1651 W. Possum Road, Springfield Twp, Clark County, OH</u>**

Auction Date: **<u>August 25th, 2026</u>**

(please indicate)

____ ____

Prospective Bidder (Print) Prospective Bidder (Signature)

Bidder's Agent ____

Real Estate Company____

Telephone:_______________________________ Fax:____________________________________

Date:____________________________________ Time:___________________________________

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

_______________________________________.

By:____, Member

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, <u>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.</u>

Printed Name

Signature Date

Printed Name

Signature Date

Ohio 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: 1651 W. Possum Rd, Springfield, OH 45506

Buyer(s): ______________________

Seller(s): Douglas C. Fisher & Leigh C. Calvez

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 LLC 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	SELLER/LANDLORD	DATE
BUYER/TENANT	DATE	SELLER/LANDLORD	DATE

Effective 02/10/19

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

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

EQUAL HOUSING OPPORTUNITY

Effective 02/10/19

CONFIRMATION OF SALE

THIS MEMORANDUM OF SALE AND AGREEMENT made and entered into at (Township) **Cedarville**, Ohio, this **25th** day of **August**, **2026**, by and between (Seller): **Douglas C. Fisher and Leigh C. Calvez**, 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 Public Auction through **SHERIDANS LLC**, Cedarville, Ohio, (Broker) the following described premises: **Two parcels totaling approximately 102 total acres located 1651 W. Possum Road in Springfield Township, Clark County, OH. (PIDs: 3000600007000050 & 3000600008000043). Final acreages subject to new survey to be approved by the Clark County GIS** 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 purchased all of said property for the sum of **$__________________.**

NOW THEREFORE, it is agreed as follows:

1. **PRICE:** That Purchaser agrees to pay the total sum of $__________________ as follows:
   a. $ **50,000** as down payment, the receipt of which is hereby acknowledged by the Seller;
   b. $____________________ (THE BALANCE DUE) on delivery of deed.

2. **EARNEST MONEY:** Upon presentation of this offer, Purchaser has delivered to **SHERIDANS LLC**, the sum of $**50,000** 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.

Seller's Initials: _____ / ______ Purchaser's Initials: _____ / ______

3. **FAIR HOUSING:** This Agreement shall be performed in accordance with Ohio Fair Housing Law (Section 4112.02 (H) of the Ohio Revised Code) and the Federal Fair Housing Law (42 U.S.C.A., Section 3601), pursuant to which it is illegal 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, ancestry, military status as defined in that section, disability, or national origin; or to so discriminate in advertising the sale or rental of housing, in the finance 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.
4. **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.

   Deed to be made to: ____

5. **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, if applicable.
6. **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.
7. **CLOSING:** Closing will occur on or before **October 2, 2026**. Purchaser will pay customary portion of closing costs at closing. Closing will be conducted by title agency of sellers choosing.
8. **LAND LEASE:** The tillable land is leased for the 2026 calendar year. Lease payments will be prorated to the date of each transaction's closing(s) based on a proration period beginning **MAY 1, 2026** and ending **OCTOBER 31, 2026**.
9. **POSSESSION:** Buyer shall take possession date of closing subject to the tenant farmer's right to harvest the 2026 crop.
10. **SOLE CONTRACT:** No other terms, conditions, or qualifications pertaining to this sale transaction were made or expressed.
11. **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.
12. **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.
13. **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.
14. **DISCLOSURES:** 25 foot driveway easement present within the W. Possum Road frontage for ingress/egress to Clark County property PID: 3000600008000045.
15. **OTHER:** No other terms, conditions, or qualifications pertaining to this sale transaction were made or expressed except__________________.

Seller: ______________________________ Purchaser: ______________________________

______________________________ ______________________________

We acknowledge the receipt and escrow holding of $**50,000** 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
(937) 766-2300 (Phone)
(937) 766-0002 (Fax)