



Dear Prospective Bidder:

We thank you for your interest in the upcoming Public Auction of **two Southwest Ohio properties in Greene County** including a 26-acre Equine Facility and a 149-acre crop farm selling by Public Auction in two tracts. 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. A **Public Open House** is being held at the Equine Facility at 40 S. Ballard Rd, Xenia, OH, on **Sunday, August 16th from 2-4pm**. Auction Agents are also available to meet at either property by appointment.

The real estate sells via Public Auction at the Cedar Land Event Center at 200 Parkview Lane in Cedarville, Ohio, with live bidding beginning Thursday, August 27th at 1:00 PM. Online bidding will be available prior to and during the live portion of 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.

Auction representatives will be available by appointment for private visits at the property. We look forward to seeing you on Thursday, August 27th at 1:00 PM for this great opportunity.

Sincerely,

A handwritten signature in blue ink that reads "Matt Sheridan".

Matt Sheridan
Auction Manager



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 terms of 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!



SHERIDANS
LLC

TRACT 1

EQUINE FACILITY
40 S. BALLARD RD, XENIA, OH 45385

[40 Ballard Rd OH 45385](#)**County:** Greene**Listing #:** 965320**Cross St:** New Jasper Station Rd**Prop Type:** Farm**Sub Type:** Animal**Subdivision:****Beds:** 3**FB/HB:** 2/0**Yr Built:** 1900**Appx SqFt:** 2,280/Assessor's Data**Primary Parcel ID:** G21-0001-0010-0-0001-00**Lot SqFt:** 1,127,420**Lot Acres:** 25.8820**School Dist:** Greeneview**CDOM:****Remarks**

Directions: Located at the corner of New Jasper Station Road and S. Ballard Road along US 35 between Xenia & Jamestown in New Jasper Township, Greene County, OH.

Prop Desc: This property sells at Public Auction on Thursday, August 27th at 1:00 PM with Live and Online bidding available. Brian & Aaron Witt's Jasper Station Stables is a premier 26-acre equine facility ideally located between Dayton, Columbus, and Cincinnati. For many years, this established property has served as the training base for numerous successful Standardbred racehorses competing throughout the Midwest while offering exceptional versatility for nearly any equestrian operation. The property features 63 stalls in multiple barns, a professionally maintained 1/2-mile training track, 12 fenced paddocks, wash stalls, tack rooms, hay and bulk storage, and a 3/4-acre pond with a dedicated well supplying water for daily track maintenance. A 2,280 SF home offers 3 bedrooms, 2 baths, and recent improvements including a new metal roof, vinyl siding, and updated flooring. Home and training facility of million-dollar-plus winning Standardbred My Hero Ron, the farm has a proven history of producing elite racehorses while providing the infrastructure for training, boarding, breeding, rehabilitation, riding instruction, or other equestrian enterprises. Conveniently located along US 35 with quick access to Dayton Raceway, Miami Valley Gaming, and Eldorado Scioto Downs, this is a rare opportunity to purchase one of southwest Ohio's premier horse properties. Also selling separately at this auction is 149 acres of highly productive farmland with an excellent yield history located on US 42 east of Cedarville (MLS# 965505). List Price is for search purposes only and does not represent the seller's reserve, appraised value, or anticipated selling price. Auction to be conducted at the Cedar Land Event Center in Cedarville, Ohio. Contact the auction agents or visit their website to obtain a Bidder Packet containing the auction terms, purchase contract, and complete property information or to schedule a visit.

Room Information

ROOM	DIMS	LEVEL	ROOM	DIMS	LEVEL
Entry Room	8 x 12	Main	Living Room	14 x 14	Main
Eat In Kitchen	13 x 20	Main	Laundry	4 x 7	Main
Florida Room	10 x 21	Main	Primary Bedroom	12 x 11	Main
Bedroom	18 x 13	Second	Bedroom	15 x 13	Second
FB Level 1: 2	FB Level 2: 0	FB Level 3: 0	FB Level 4:	FB Lower Level: 0	FB Lwr Level/Bsmt:
HB Level 1: 0	HB Level 2: 0	HB Level 3:	HB Level 4:	HB Lower Level: 0	HB Lwr Level/Bsmt:

Miscellaneous Information**Distressed Prop:** None**Semi Annual Tax:** 2,299.00**Homestead Exempt:** No**Lot Dim:** 25.882 Acres**LConditions:** Yes**Disability Adapt:****Property Information**

Age:		New Financing: Conventional, Exchange
Occupancy: At Closing, Tenant		Levels: 1.5 Story
Construction: Vinyl		Basement: Finished, Unfinished
Fireplace:		Zoning: Agricultural
Heat System: Propane		Cooling: Central
Appliances: Dishwasher, Dryer, Washer		
Style:		Total Rooms: 8
Garage: None		
Utilities: Septic, Well		
Outside Features: Barn, Deck, Stable, Wood Fence		
Aerial: Yes	Plat: No	Survey: Yes
Tenant Right: Yes	Crop Right: No	Topography: Yes
Till Acres: 0.000	Frontage: 457 feet	Fences: 12 Fenced Paddocks
Conditions: Call Agent		Road Type: County
Type Farm: Horse		Acres:
		Timber: N/a



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





County Auditor Craig A. Hagler

1 inch = 400 feet

Greene County Legend

	Interstate Highway		Parcel Number Lot Number
	US Highway		Schools
	State Route		Parks
	Local Roads		Cemetery
	Parcel Boundary		Shopping
	Corporation Boundary		Buildings
	Topography		Hydrography

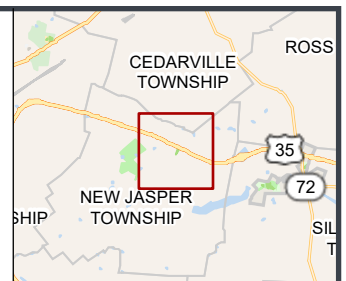
DISCLAIMER:

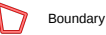
The data and maps provided herein may not be construed as a legal document or legal representation. Any person or entity who relies on this data does so solely at their own risk. The data provided was prepared by Greene County in accordance with Section 5713.09 of the Ohio Revised Code. Neither Greene County, Ohio nor its employees or officers warrant the accuracy, reliability, or timeliness of any of the data provided herein. This data is provided "as is" without warranty of any kind, and assumes no legal responsibility for the information it contains.

Spatial Reference
NAD 1983 HARN StatePlane Ohio South FIPS 3402 Feet
GCS: GCS North American 1983 HARN
Datum: North American 1983 HARN
Projection: Lambert Conformal Conic
Central Meridian: -82.5000
Latitude of Origin: 38.0000
Longitude of Origin: 0.0000
False Easting: 1,968,500.0000
False Northing: 0.0000
Central Parallel: 0.0000
Standard Parallel 2: 40.0333
Scale Factor: 0.0000
Azimuth: 0.0000
Map Units: Foot US



Created On: 6/29/2026 4:08 PM







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LLC

Property Improvements

EQUINE FACILITY

40. BALLARD RD, XENIA, OH 45385

1. 1.5-story frame & vinyl sided dwelling
 - 2,280 SF
 - 3 Bedrooms/2 Full Bathrooms
 - Partial unfinished basement
 - Propane furnace with central A/C
 - New roof, siding, window sills & gutter/downspouts in 2025/26
2. Block and frame barn (36x90) with attached block and frame barn (13x20)
 - a. Office/Shop area and half bathroom
 - b. Open bay with overhead door
 - c. 7 horse stalls and 1 wash stall
3. Frame and metal sided barn (178x38)
 - a. 25 horse stalls, 1 wash stall, and 2 enclosed tack rooms
 - b. Overhead hay storage
4. Metal sided pole barn (94x50)
 - a. 3 horse stalls
 - b. 14' overhead door & concrete floors
 - c. Large enclosed shavings and bulk supplies area
5. Attached Frame and metal sided lean-to – east side (94x27)
 - a. 14 horse stalls, 1 wash stall, and 1 tack room
6. Attached Frame and metal sided lean-to – west side (94x27)
 - a. 14 horse stalls, 1 wash stall, and 1 tack room
7. 12 fenced paddock areas (mostly 4-board fencing)
8. Half mile standardbred horse training track with gravel and sand base
9. ¾-acre pond
10. Concrete Manure Storage Pad
11. 6x8 frame utility shed

Note: All building and improvements sizes are approximate.



Parcel: G21-0001-0010-0-0001-00
KRAIG HAGLER
Greene County Auditor, Greene County, Ohio



2025 PROPERTY

Deeded Name	BRIAN J WHITT & KARALEN S WHITT & AARON J WHITT & KELLY S WHITT				
Owner	WHITT BRIAN J & KARALEN S & AARON J & KELLY S		Taxpayer	WHITT BRIAN J & KARALEN S & AARON J & KELLY S	
	976 RAKESTRAW RD			976 RAKESTRAW RD	
	CEDARVILLE OH 45314-8500			CEDARVILLE OH 45314-8500	
Tax District	G21-NEW JASPER TWP GREENEVIEW LSD		Land Use	111-CASH-GRAIN OR GENERAL FARM "QUALIFIED FOR CURRENT AGRICULTURAL USE VALUE"	
School District	2904-GREENEVIEW LSD		Class	Agriculture	
			Subdivision		
Neighborhood	00139000-G21 NEW JASPER TWP (RES)				
Location	NEW JASPER STATION RD		Legal	817 N SIDE OF BALLARD RD AT NEW JASPER STA RD	
	XENIA OH 45385				
CD Year		Acres	25.8820	Living Area	1,680
Sold	06/24/2026	Sales Amount	0	Volume / Page	/
				Map / Routing Number	0010-00/021-00
				Survey Reference	

2025 VALUES

District	G21-NEW JASPER TWP GREENEVIEW LSD
Land Use	111-CASH-GRAIN OR GENERAL FARM "QUALIFIED FOR CURRENT AGRICULTURAL USE VALUE"

Enrolled Programs

Type	Appraised	Assessed
Land	251,970	88,190
Improvement	264,870	92,700
Total	516,840	180,890
CAUV	107,770	37,720
Homestead	0	0
Owner Occupancy	0	0
Taxable	372,640	130,420

2025 CURRENT CHARGES

Full Rate	61.800000
Effective Rate	45.459607

Qualifying Rate

39.042639

Type	Prior	First	Second	Total
Tax	\$0.00	\$2,709.88	\$2,299.44	\$5,009.32
Special	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$2,709.88	\$2,299.44	\$5,009.32
Paid	\$0.00	\$2,709.88	\$0.00	\$2,709.88
Due	\$0.00	\$0.00	\$2,299.44	\$2,299.44

TRANSFER HISTORY

Date	Buyer	Seller	Deed Type	Volume / Page	Sales Amount	Valid	# of Properties
06/24/2026	Buyer: WHITT BRIAN J & KARALEN S & AARON J & KELLY S	Seller: JASPER STATION STABLES LLC	GENERAL WARRANTY		0.00	N	1
			DEED		2539	M	
04/22/2021	Buyer: JASPER STATION STABLES LLC	Seller: WITT BRIAN ETAL	NONE		0.00	N	1
					14208		
06/08/2016	Buyer: WITT BRIAN ETAL	Seller: BREWER JASON J	NONE		450,000.00	Y	1
					2273		
06/08/2016	Buyer: BREWER JASON J	Seller: ROLLIN ON FARMS LLC	NONE		335,000.00	Y	1
					2272		
04/27/2012	Buyer: ROLLIN ON FARMS LLC	Seller: WB PARTNERS LLC	NONE		210,000.00	N	1
					1416		
09/25/2006	Buyer: WB PARTNERS LLC	Seller: LUBURGH WESLEY M & BRADY L SKINNER	NONE		0.00	N	1
					4766		
04/26/2004	Buyer: LUBURGH WESLEY M & BRADY L SKINNER	Seller: WB&L INC	NONE		0.00	N	1
					1868		
04/16/2004	Buyer: WB&L INC	Seller: HAWKINS HARRY W	NONE		151,200.00	N	1
					1701		
04/16/2004	Buyer: HAWKINS HARRY W	Seller: COUNTRYTYME LEBANON LTD	NONE		175,000.00	N	1
					1700		
11/27/2002	Buyer: COUNTRYTYME LEBANON LTD	Seller: GALLOWAY LAND COMPANY	NONE		0.00	N	1
					5863		
11/27/2002	Buyer: GALLOWAY LAND COMPANY	Seller: COUNTRYTYME LEBANON LTD	NONE		0.00	N	1
					5862		
11/06/2002	Buyer: COUNTRYTYME LEBANON LTD	Seller: SPICER ARNOLD	NONE		227,500.00	N	1
					5479		
08/25/1989	Buyer: SPICER ARNOLD	Seller: SIMONS THOMAS A	NONE		204,000.00	Y	1
					3033		
08/01/1989	Buyer: SIMONS THOMAS A	Seller: NOT ON FILE	NONE		204,000.00	Y	1



Parcel: G21-0001-0010-0-0001-00
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VALUE HISTORY

G21-NEW JASPER TWP GREENEVIEW LSD

111-CASH-GRAIN OR GENERAL FARM "QUALIFIED FOR CURRENT AGRICULTURAL USE VALUE"

Tax Year	Appraised Land	CAUV Land	Taxable Land	Taxable Impr	Taxable Total
2026	338,780	108,370	108,370	338,350	446,720
2025	251,970	107,770	107,770	264,870	372,640
2023	251,970	107,770	107,770	264,870	372,640
2020	213,220	71,200	71,200	206,380	277,580
2017	188,240	91,920	91,920	183,870	275,790
2014	156,100	108,150	108,150	106,020	214,170
2012	114,280	61,840	61,840	128,160	190,000
2002	122,220	37,990	37,990	130,230	168,220
1999	87,100	38,690	38,690	113,510	152,200
1996	83,310	30,590	30,590	103,540	134,130

G21-NEW JASPER TWP GREENEVIEW LSD

503-RESIDENTIAL VACANT LAND - UNPLATTED 20 - 29.99 ACRES

Tax Year	Land	Improvement	Total
2005	85,890	137,740	223,630
2003	78,080	130,230	208,310

G21-NEW JASPER TWP GREENEVIEW LSD

513-SINGLE FAMILY DWELLING - UNPLATTED 20 - 29.99 ACRES

Tax Year	Land	Improvement	Total
2011	114,280	128,160	242,440
2008	114,280	139,970	254,250

LAND

Type	Dimensions	Description	Value
A1-HOMESITE	1.0000	Acres	35,000
A2-TILLABLE	22.2320	Acres	188,970
A7-SECONDARY SITE	1.0000	Acres	28,000
A9-RIGHT OF WAY	1.6500	Acres	0

CAUV

2025 1,938.44

2024 2,073.82

2023 2,093.90

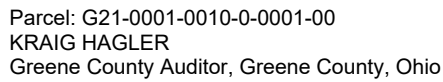
Soil Use	Soil Type	Acres	Rate	Value
CROPLAND	MHB2-MIAMIAN	0.0955	0.00	210
CROPLAND	P-POND	0.7621	0.00	180
CROPLAND	RA-RAGSDALE	8.2108	0.00	29,720
CROPLAND	REA-REESVILLE	11.0245	0.00	32,410
CROPLAND	ROW-ROAD RIGHT OF WAY-CROP	0.1425	0.00	0
CROPLAND	XEB-XENIA	4.2416	0.00	10,100
CROPLAND	RA-RAGSDALE	0.1053	0.00	40
SLOPEY				
CROPLAND	REA-REESVILLE	0.2813	0.00	100
SLOPEY				
CROPLAND	XEB-XENIA	0.0184	0.00	10
SLOPEY				
		Total	24.8820	72,770

IMPROVEMENTS

Card	Type	Dimensions	Description	Size	Year Built/Rem	Value
1	AB2-FLAT BARN	36 X 60	Width x Length (Optional)	2,160	1950/0	7,370
1	AB2-FLAT BARN	36 X 90	Width x Length (Optional)	3,240	1950/0	15,490
1	AD1-DAIRY AND HORSE BARN	40 X 152	Width x Length (Optional)	6,080	1975/0	69,160
1	AL1-1S LEAN TO	30 X 60	Width x Length (Optional)	1,800	1960/0	8,140
1	AP4-ONE SIDE OPEN WD POLE BLDG	16 X 28	Width x Length (Optional)	448	1950/0	1,780
1	MKT-MARKET ADJUSTMENT		(Not Applicable)	4,000	OLD/0	4,000
1	RS1-FRAME UTILITY SHED	12 X 20	Width x Length (Optional)	240	1950/0	1,120
2	AM1-ATTACHED CB MILK HOUSE	13 X 20	Width x Length (Optional)	260	1950/0	2,620

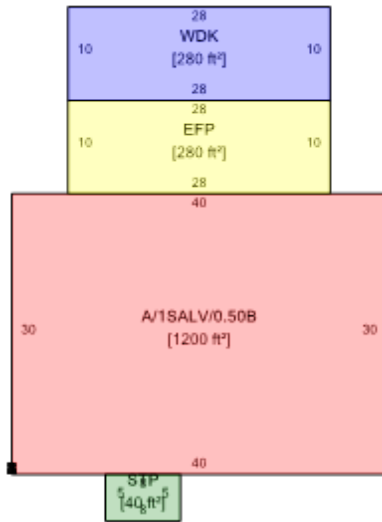
DWELLINGS

Card 1						
Style	08-CAPE COD	Family Rooms	0	Heating		Y
Stories	1.00	Condition	AV-AVERAGE	Cooling		N
Rec Room Area	0	Year Built	1900	Grade		C0
Finished Basement	0	Year Remodeled	1989	Fireplace Openings		1
Rooms	6	Full Baths	2	Fireplace Stacks		1
Bed Rooms	3	Half Baths	0	Living Area		1,680
Dining Rooms	0	Other Fixtures	2	Total Area		3,000
				Value		155,190



SKETCH

Card 1



ID	Description	Size
A	A/1SALV/0.50B (ATTIC / 1 STORY ALUMINUM/VINYL / 0.50 BASEMENT)	1,200
B	EFP (ENCL FRAME PORCH)	280
C	STP (MAS STOOP/TERRACE)	40
D	WDK (WOOD DECKS)	280
1	AP4-ONE SIDE OPEN WD POLE BLDG	448
2	AB2-FLAT BARN	3,240
3	AB2-FLAT BARN	2,160
4	AL1-1S LEAN TO	1,800
5	AD1-DAIRY AND HORSE BARNs	6,080
8	RS1-FRAME UTILITY SHED	240
Floor	Floor Area (ft²)	Living Area (ft²)
First Floor	1,200	1,200
Attic	1,200	480
Basement	600	0

Card 2



ID	Description	Size
7	AM1-ATTACHED CB MILK HOUSE	260

PAYMENT HISTORY

Date	Amount	Date	Amount	Date	Amount	Date	Amount
02/11/2026	\$2,709.88	07/20/2023	\$2,289.25	02/22/2021	\$2,216.00	08/02/2018	\$2,709.88
07/08/2025	\$2,679.49	02/07/2023	\$2,289.25	07/24/2020	\$2,276.50	02/23/2018	\$2,679.49
02/25/2025	\$2,679.49	06/29/2022	\$2,309.22	02/07/2020	\$2,276.50	08/14/2017	\$2,679.49
07/09/2024	\$2,705.31	02/10/2022	\$2,309.22	07/17/2019	\$2,287.47	02/24/2017	\$2,705.31
02/12/2024	\$2,705.31	07/09/2021	\$2,216.00	02/08/2019	\$2,287.47	06/07/2016	\$2,705.31

2539
TRANSFERRED
SEC. 319.20 O.R.C.
06/24/2026
EXEMPT
GREENE COUNTY AUDITOR

E-RECORDING
2026010080
Filed for Record in GREENE County, Ohio
Joe Kennedy, Recorder
06/24/2026 09:26 AM
DEED
Recording Fees: \$34.00
2 Pages

General Warranty Deed

JASPER STATION STABLES, LLC, an Ohio limited liability company, for valuable consideration paid, grants with general warranty covenants, **an undivided 75% interest to BRIAN J. WITT and KARALEN S. WITT, husband and wife, as joint tenants with rights of survivorship, and an undivided 25% interest AARON J. WITT and KELLY S. WITT, husband and wife, as joint tenants with rights of survivorship**, whose tax mailing address is 976 Rakestraw Rd., Cedarville, OH 45314, the following **REAL PROPERTY**:

SEE ATTACHED LEGAL DESCRIPTION

Prior Instrument Reference: Instrument Number 2021009759, Official Records, Greene County, Ohio.

Executed at Waynesville, Ohio, this 15th day of June, 2026.

Brian J. Witt
JASPER STATION STABLES, LLC
By: Brian J. Witt
Its: Member

Aaron J. Witt
JASPER STATION STABLES, LLC
By: Aaron J. Witt
Its: Member

STATE OF OHIO)
COUNTY OF Warren) SS.

The foregoing instrument was acknowledged before me this 15th day of June, 2026, by BRIAN J. WITT and AARON J. WITT, Members of JASPER STATION STABLES, LLC, on behalf of the company.

Donald G. Mayer
Notary Public **DONALD G. MAYER, Attorney at Law**
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

This instrument prepared by: Mayer Law, Ltd., PO Box 985, Waynesville, OH 45068 513-897-9222

SURVEY RECORDED IN
GREENE COUNTY SURVEYOR'S
Record No 34 Page 82

Situated and being in the Township of New Jasper, County of Greene, State of Ohio and being part of Military Survey Nos. 817 and 8380 and being a part of a 73.340 acre tract as conveyed to Countrytyme Lebanon, Ltd, as recorded in Official Record 1844, Pg. 605 of the Official Records of Greene County, Ohio and being further described as follows:

Beginning at a 5/8" iron pin (found) at the intersection of New Jasper Station Road and South Ballard Road and also being a corner to Virginia Military Survey Numbers 1995, 2247, 2475-2476 and 817-8380; thence with the centerline of New Jasper Station Road;

North 50 deg. 55' 26" East 73.01 feet to a point; thence with the right of way lines for New Jasper Station Road and US 35 as shown in the Ohio Department of Transportation Plans GRE-35-14.44 for the next four calls:

- 1) South 38 deg. 49' 45" East 48.10 feet to a concrete monument found; thence
- 2) North 60 deg. 06' 05" East 354.30 feet to a point; thence
- 3) North 51 deg. 29' 40" East 816.73 feet to a point; thence
- 4) South 64 deg. 22' 47" East 1068.06 feet to an iron pin (set); thence with five new made division lines:
 - 1) South 52 deg. 10' 21" West 1183.69 feet to an iron pin (set); thence
 - 2) North 42 deg. 04' 47" West 552.14 feet to an iron pin (set); thence
 - 3) South 86 deg. 44' 47" West 62.78 feet to an iron pin (set); thence
 - 4) South 52 deg. 02' 08" West 466.73 feet (passing an iron pin (set) at 438.58 feet) to a Mag nail (set) in the centerline of South Ballard Road; thence with the centerline of said South Ballard Road;

North 34 deg. 47' 25" West 456.63 feet to the beginning, containing **25.882 acres** of land.

This description is the result of a new survey prepared by Blankenship & Associates, and under the direction of Brian F. Gallagher, Registered Survey No. 6945, dated October 2002, the survey plat of which is filed in Vol. 34, Pg. 82 of the Greene County Engineers Record of Land Division.

The bearings were based on the South 64 deg. 22' 47" East as shown in the Ohio Department of Transportation plans GRE-35-14.44. Iron pin (set) designates a 5/8" x 30" reinforcement rod.

Property Address: New Jasper Station Road, Jamestown, Ohio

Parcel Number: G21-0001-0010-0-0001-00

Prior Instrument Reference: Instrument Number 2021009759, Official Records, Greene County, Ohio

DESCRIPTION CHECK
Greene County Engineer's Tax Map Dept
☒ Legally Sufficient As Described
☐ Legally Sufficient With Corrections Noted
☐ Legally Insufficient, New Survey Required
By: SH Date: 06/17/2026
PAR ID: DIST G21 BK 1 PG 10 PAR 1



Eff. 6/2022

STATE OF OHIO
DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. **POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).**

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials KSW Date 6-22-26
Owner's Initials SPW Date 6-22-26
Owner's Initials ASW Date 6-22-26
Owner's Initials KSW Date 6/22/26

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____



Eff. 06/2022

STATE OF OHIO
DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address:

40 S. Ballard Rd Xenia, OH 45385

Owners Name(s):

Brian + Karalen Witt Aaron + Kelly Witt

Date: June 22, 2026

Owner ☐ is ☒ is not occupying the property. If owner is occupying the property, since what date: _____

If owner is not occupying the property, since what date: NEVER

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- | | | |
|--|---------------------------------------|--------------------------------------|
| ☐ Public Water Service | ☐ Holding Tank | ☐ Unknown |
| ☐ Private Water Service | ☐ Cistern | ☐ Other _____ |
| ☒ Private Well | ☐ Spring | _____ |
| ☐ Shared Well | ☐ Pond | _____ |

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? ☐ Yes☒ No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): _____Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) ☒ Yes ☐ No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- | | | |
|---------------------------------------|--|---|
| ☐ Public Sewer | ☐ Private Sewer | ☒ Septic Tank |
| ☐ Leach Field | ☐ Aeration Tank | ☐ Filtration Bed |
| ☐ Unknown | ☐ Other _____ | |

If not a public or private sewer, date of last inspection: _____ Inspected By: _____

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property?

☐ Yes ☒ No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): _____

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? ☐ Yes ☒ No

If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): _____

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? ☐ Yes ☒ No

If "Yes", please describe and indicate any repairs completed: DAMP Basement

Owner's Initials KSW Date 6-22-26

Owner's Initials ASW Date 6/22/26

KSW 6/22/26

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address 40 S. Ballard Rd. Xenia, OH 45385

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? ☒ Yes ☐ No

If "Yes", please describe and indicate any repairs completed: Toilet in rear bathroom and sub floor replaced after recent leak.

Have you ever had the property inspected for mold by a qualified inspector? ☐ Yes ☒ No

If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

☐ Yes ☒ No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any previous or current fire or smoke damage to the property? ☐ Yes ☒ No

If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites?

☐ Yes ☒ No

If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

- | | | | |
|-----------------------------|--|-------------------------------|--|
| 1) Electrical | ☐ YES ☒ NO ☐ N/A | 8) Water softener | ☐ YES ☒ NO ☐ N/A |
| 2) Plumbing (pipes) | ☐ YES ☒ NO ☐ N/A | a. Is water softener leased? | ☐ Yes ☒ No |
| 3) Central heating | ☐ YES ☒ NO ☐ N/A | 9) Security System | ☐ YES ☐ NO ☒ N/A |
| 4) Central Air conditioning | ☐ YES ☒ NO ☐ N/A | a. Is security system leased? | ☐ Yes ☐ No |
| 5) Sump pump | ☐ YES ☐ NO ☒ N/A | 10) Central vacuum | ☐ YES ☐ NO ☒ N/A |
| 6) Fireplace/chimney | ☐ YES ☐ NO ☒ N/A | 11) Built in appliances | ☐ YES ☐ NO ☒ N/A |
| 7) Lawn sprinkler | ☐ YES ☐ NO ☒ N/A | 12) Other mechanical systems | ☐ YES ☐ NO ☒ N/A |

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): _____

H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

- | | |
|---|--|
| 1) Lead-Based Paint | ☐ Yes ☐ No ☒ Unknown |
| 2) Asbestos | ☐ Yes ☐ No ☒ Unknown |
| 3) Urea-Formaldehyde Foam Insulation | ☐ Yes ☐ No ☒ Unknown |
| 4) Radon Gas | ☐ Yes ☐ No ☒ Unknown |
| a. If "Yes", indicate level of gas if known | _____ |
| 5) Other toxic or hazardous substances | ☐ Yes ☐ No ☒ Unknown |

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

Owner's Initials HSW Date 6-22-26

Owner's Initials ASW Date 6/22/26

KS 6/22/26

Purchaser's Initials _____ Date _____

Purchaser's Initials _____ Date _____

Property Address 40 S. Ballard Rd. Xenia OH 45385

I) **UNDERGROUND STORAGE TANKS/WELLS:** Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? ☐ Yes ☒ No

If "Yes", please describe: _____

Do you know of any oil, gas, or other mineral right leases on the property? ☐ Yes ☒ No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) **FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:**

Is the property located in a designated flood plain? ☐ Yes ☐ No ☐ Unknown

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? ☐ Yes ☒ No ☐ Unknown

K) **DRAINAGE/EROSION:** Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? ☐ Yes ☒ No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) **ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION:** Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? ☐ Yes ☒ No

If "Yes", please describe: _____

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). ☐ Yes ☒ No

If "Yes", please describe: _____

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? ☐ Yes ☒ No

If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____

List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. ☐ Yes ☒ No

If "Yes", please describe (amount) _____

M) **BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS:** Do you know of any of the following conditions affecting the property?

- | | | | |
|---------------------------|---|---|---|
| 1) Boundary Agreement | ☐ Yes ☒ No | 4) Shared Driveway | ☐ Yes ☒ No |
| 2) Boundary Dispute | ☐ Yes ☒ No | 5) Party Walls | ☐ Yes ☒ No |
| 3) Recent Boundary Change | ☐ Yes ☒ No | 6) Encroachments From or on Adjacent Property | ☐ Yes ☒ No |

If the answer to any of the above questions is "Yes", please describe: _____

N) **OTHER KNOWN MATERIAL DEFECTS:** The following are other known material defects in or on the property: _____

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials ASW Date 6-22-24

Owner's Initials _____ Date _____

ASW 6/22/26
KSU 6/22/26

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address 40 S. Ballard Rd. Xenia, OH. 45385

CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER: [Signature] 6-22-26 DATE: 6-22-26

OWNER: [Signature] 6-22-26 DATE: 6-22-26

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered *prior* to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at www.dnr.state.oh.us.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to the potential presence of hazardous materials (Radon Gas, lead pipes, toxic mold, etc.) that may affect the purchaser's decision to purchase the property. See Appendix A for a list of resources.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: _____ DATE: _____

PURCHASER: _____ DATE: _____



Department of Commerce

Division of Real Estate
& Professional Licensing

STATE OF OHIO RESIDENTIAL PROPERTY DISCLOSURE FORM

Appendix A – Links to Additional Information & Resources

This list is not exhaustive. If the purchaser is concerned about the presence of any potential hazardous material in this property, purchaser assumes responsibility to obtain information from the listed resources and/or in consultation with a person licensed/certified in the area of concern.

RADON GAS

- <https://www.epa.gov/radon>
- <https://www.epa.gov/sites/production/files/2015-05/documents/hmbuygud.pdf>
- <https://odh.ohio.gov/wps/portal/gov/odh/know-our-programs/radon-education-and-licensing-program/welcome/>

LEAD

- <https://www.cdc.gov/nceh/lead/prevention/sources.htm>
- <https://www.epa.gov/lead/learn-about-lead>
- <https://www.epa.gov/ground-water-and-drinking-water/lead-service-line-replacement>
- <https://odh.ohio.gov/wps/portal/gov/odh/know-our-programs/healthy-homes/welcome>

If you are on a municipal water service, check with that provider, they may have a lead pipe mapping program that you can access.

TOXIC MOLD

- <https://www.epa.gov/mold/mold-and-your-home>
- <https://www.cdc.gov/mold/default.htm>

ASBESTOS

- <https://www.cpsc.gov/safety-education/safety-guides/home/asbestos-home/>
- <https://www.epa.gov/asbestos/protect-your-family-exposures-asbestos#whattodo>

UREA FORMALDEHYDE

- https://www.cpsc.gov/s3fs-public/An-Update-On-Formaldehyde-725_1.pdf?O3CFjmPrIFt_ogVb7OhX4ZDPu7fYky8Q

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.

Property Address _____**Seller's Disclosure**

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

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

KSW ASW KSW (ii) BOW 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 (initial (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:

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

Purchaser's Acknowledgment

- (c) Purchaser has (initial (i) or (ii) below):

(i) _____ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

(ii) _____ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

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

- (e) Purchaser has (initial (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 or enter N/A if not applicable)

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

(g) _____ Purchaser's Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.¹

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.

<u>Bund Wit</u>	<u>Karen S. Witt</u>	<u>6-22-26</u>		
Seller		Date	Purchaser	Date
<u>Kellys</u>	<u>Ann Witt</u>	<u>6/22/26</u>		
Seller		Date	Purchaser	Date
<u>Matt Witt</u>		<u>6-22-26</u>		
Seller's Agent		Date	Purchaser's Agent ¹	Date

Paperwork Reduction Act

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

¹ Only required if the purchaser's agent receives compensation from the seller.



SHERIDANS
LLC

TRACT 2

149-ACRE CROP FARM

US 42 E., Cedarville, OH 45314

[Tract 2 Us 42 OH 45314](#)**County:** Greene**Listing #:** 965505**Cross St:** McMillan Road

Prop Type:	Land	Sub Type:	Acres
Subdivision:		Lot SqFt:	6,499,762
Primary Parcel ID:	D10-0001-0014-0-0010-00	Lot Acres:	149.2140
School Dist:	Cedar Cliff	Lot Sz Src:	Assessor's Data
CDOM:	12		

Remarks

Directions: Located on the north side of US 42 between Cedarville and South Charleston and less than a mile west of the Greene County & Clark County line. Neighboring address is 4676 US 42 E, Cedarville, OH. Watch for signs.

Prop Desc: This property sells at Public Auction on Thursday, August 27th at 1:00 PM with live and online bidding available. Located just east of Cedarville along US 42, this exceptional 149-acre farm with 138 tillable acres offers a rare opportunity to purchase a large, highly productive tract in one of Greene County's and southwest Ohio's premier agricultural areas. Consisting of nearly all tillable acreage, the farm features large, level fields that are well suited for today's modern farming operations. Productive Sleeth, Kokomo, Ragsdale, Ockley, Xenia, Westland, Sloan, and Miamian soils have consistently produced a strong crop yield history, and Massies Creek flows through the property, providing excellent opportunities for tile outlets and future pattern tiling. Whether you're looking to expand your current farming operation or invest in quality Ohio farmland, this property offers outstanding productivity, accessibility, and long-term value in a highly desirable location. Three-year rotational averages of 217 bu/acre corn and 58 bu/acre soybeans. List Price is for searching purposes and does not represent seller's minimum reserve, appraised value, or expected selling price. Auction to be conducted at the Cedar Land Event Center in Cedarville, OH. Also available at this auction is a 26-acre Equestrian Facility located at 40 S. Ballard Rd, Xenia, OH (MLS#). Contact the auction agents or visit their website to obtain a Bidder Packet containing the auction terms, purchase contract, and complete property information or to schedule a visit.

Miscellaneous Information

Distressed Prop: None
Semi Annual Tax: 2,358.00
Assessments: .
Lot Dim: 149.21 Acres

LConditions:
Bus Dist to Trns:
Fees:

Lot Size/Access

Timber: Yes
Grade: Level
Size/Shape: L-shaped
Plat:
Topography: Yes
Crop Right: Yes
Soil Map: Yes

Frontage: 1,480'
Road Type: US Route
Aerial: Yes
Survey: Yes
Tenant Right: No
Feasibility:
Soil Survey: No

Property Information

Conditions: Call Agent
Zoning: Agricultural
Land Features: Creek
Possible Use: Farm, Recreation, Single Family

Ownership:
Accessibility:



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





County Auditor Craig A. Hagler

1 inch = 800 feet

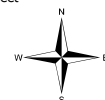
Greene County Legend

	Interstate Highway		Parcel Number Lot Number
	US Highway		Schools
	State Route		Parks
	Local Roads		Cemetery
	Parcel Boundary		Shopping
	Corporation Boundary		Buildings
	Topography		Hydrography

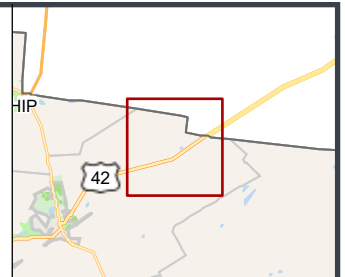
DISCLAIMER:

The data and maps provided herein may not be construed as a legal document or legal representation. Any person or entity who relies on this data does so solely at their own risk. The data provided was prepared by Greene County in accordance with Section 5713.09 of the Ohio Revised Code. Neither Greene County, Ohio nor its employees or officers warrant the accuracy, reliability, or timeliness of any of the data provided herein. This data is provided "as is" without warranty of any kind, and assumes no legal responsibility for the information it contains.

Spatial Reference
NAD 1983 HARN StatePlane Ohio South FIPS 3402 Feet
GCS: GCS North American 1983 HARN
Datum: North American 1983 HARN
Projection: Lambert Conformal Conic
Central Meridian: -82.5000
Latitude of Origin: 38.0000
Longitude of Origin: 0.0000
False Easting: 1,968,500.0000
False Northing: 0.0000
Central Parallel: 0.0000
Standard Parallel 2: 38.7333
Scale Factor: 0.0000
Azimuth: 0.0000
Map Units: Foot US



Created On: 8/12/2026 11:34 AM





2025 PROPERTY

Deeded Name	WITT BRIAN J & KARALEN S	Taxpayer	WITT BRIAN J & KARALEN S
Owner	WITT BRIAN J & KARALEN S 976 RAKESTRAW RD CEDARVILLE OH 45314		976 RAKESTRAW RD CEDARVILLE OH 45314
Tax District	D10-CEDARVILLE TP SOUTHEASTERN LSD	Land Use	100-AGRICULTURAL VACANT LAND
School District	SOUTHEASTERN LSD	Class	Agriculture
Neighborhood	00137004-D10 CEDARVILLE TWP (RES)	Subdivision	
Location	US 42 E	Legal	1352 & 2962 INCLDS 2.509AC IN ROW 149.214AC E OF MCMILLAN RD US 42 E
CD Year		Acres	149.2140
Sold	04/27/2021	Sales Amount	0
		Living Area	0
		Volume / Page	/
		Map / Routing Number	0014-00/007-00
		Survey Reference	

2025 VALUES

District	D10-CEDARVILLE TP SOUTHEASTERN LSD	
Land Use	100-AGRICULTURAL VACANT LAND	
Enrolled Programs	-CAUV-	
Type	Appraised	Assessed
Land	1,234,300	432,010
Improvement	0	0
Total	1,234,300	432,010
CAUV	438,460	153,460
Homestead	0	0
Owner Occupancy	0	0
Taxable	438,460	153,460

2025 CURRENT CHARGES

Full Rate		68.050000		
Effective Rate		43.115641		
Qualifying Rate		37.378712		
Type	Prior	First	Second	Total
Tax	\$0.00	\$3,021.48	\$2,357.72	\$5,379.20
Special	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$3,021.48	\$2,357.72	\$5,379.20
Paid	\$0.00	\$3,021.48	\$0.00	\$3,021.48
Due	\$0.00	\$0.00	\$2,357.72	\$2,357.72

TRANSFER HISTORY

Date	Buyer Seller	Deed Type Volume / Page	Sales Amount Conveyance #	Valid Exempt	# of Properties
04/27/2021	Buyer: WITT BRIAN J & KARALEN S Seller: WITT BRIAN J & KARALEN S	NONE	0.00 14308	N	2
12/23/2013	Buyer: WITT BRIAN J & KARALEN S Seller: LYONS TRACEY JO TRUSTEES ETAL	NONE	700,000.00 5297	Y	1
09/11/2012	Buyer: LYONS TRACEY JO TRUSTEES ETAL Seller: MYERS JOSEPH P TRUSTEE	NONE	0.00 3425	N	1
02/07/1995	Buyer: MYERS JOSEPH P TRUSTEE Seller: REESE EUGENE	NONE	122,400.00 420	Y	1

VALUE HISTORY

D10-CEDARVILLE TP SOUTHEASTERN LSD			100-AGRICULTURAL VACANT LAND		
Tax Year	Appraised Land	CAUV Land	Taxable Land	Taxable Impr	Taxable Total
2026	1,760,460	410,630	410,630	0	410,630
2025	1,234,300	438,460	438,460	0	438,460
2023	1,234,300	438,460	438,460	0	438,460
2020	1,014,250	223,680	223,680	0	223,680
2018	897,730	381,860	381,860	0	381,860
2017	897,730	381,600	381,600	0	381,600
2014	809,700	512,760	512,760	0	512,760
2012	522,580	212,880	212,880	0	212,880
2011	522,580	213,290	213,290	0	213,290
2008	522,580	84,460	84,460	0	84,460

LAND

Type	Dimensions	Description	Value
A2-TILLABLE	138.2450	Acres	1,175,080
A3-PASTURE	8.4600	Acres	59,220
A9-RIGHT OF WAY	2.5090	Acres	0



CAUV				
2025 9,763.90		2024 11,204.20	2023 10,904.10	
Soil Use	Soil Type	Acres	Rate	Value
CROPLAND	BS-BROOKSTON	11.3497	0.00	41,090
CROPLAND	MHB2-MIAMIAN	13.1732	0.00	28,590
CROPLAND	MHB-MIAMIAN	2.4775	0.00	5,800
CROPLAND	MHC2-MIAMIAN	14.0900	0.00	26,490
CROPLAND	OCB-OCKLEY	2.7782	0.00	6,530
CROPLAND	P-POND	1.0907	0.00	250
CROPLAND	RA-RAGSDALE	1.9946	0.00	7,220
CROPLAND	ROW-ROAD RIGHT OF WAY-CROP	2.5090	0.00	0
CROPLAND	RVB-RUSSELL-MIAMIAN	0.4160	0.00	940
CROPLAND	SLA-SLEETH	17.2060	0.00	51,100
CROPLAND	SO-SLOAN	43.7902	0.00	127,870
CROPLAND	WS-WESTLAND	33.6103	0.00	136,460
CROPLAND	XEB-XENIA	1.4756	0.00	3,510
CROPLAND	MHC2-MIAMIAN	0.1258	0.00	40
SLOPEY				
CROPLAND	RA-RAGSDALE	0.1513	0.00	50
SLOPEY				
CROPLAND	SLA-SLEETH	0.1840	0.00	60
SLOPEY				
CROPLAND	SO-SLOAN	1.2756	0.00	450
SLOPEY				
CROPLAND	WS-WESTLAND	0.0675	0.00	20
SLOPEY				
CROPLAND	XEB-XENIA	0.1374	0.00	50
SLOPEY				
WOODLAND	RA-RAGSDALE	0.6875	0.00	1,190
WOODLAND	SO-SLOAN	0.2231	0.00	230
WOODLAND	XEB-XENIA	0.3802	0.00	520
WOODLAND	SO-SLOAN	0.0206	0.00	0
SLOPEY				
		Total	149.2140	438,460

DWELLINGS

PAYMENT HISTORY

Date	Amount	Date	Amount	Date	Amount	Date	Amount
02/11/2026	\$3,021.48	07/21/2023	\$1,689.57	02/22/2021	\$1,780.46	08/02/2018	\$3,021.48
07/08/2025	\$3,086.43	02/07/2023	\$1,689.57	07/24/2020	\$3,098.77	02/23/2018	\$3,086.43
02/28/2025	\$3,086.43	06/29/2022	\$1,774.74	02/07/2020	\$3,098.77	08/14/2017	\$3,086.43
07/09/2024	\$3,003.66	02/10/2022	\$1,774.74	07/17/2019	\$3,069.96	02/24/2017	\$3,003.66
02/12/2024	\$3,003.66	07/09/2021	\$1,780.46	02/08/2019	\$3,069.96	06/30/2016	\$3,003.66

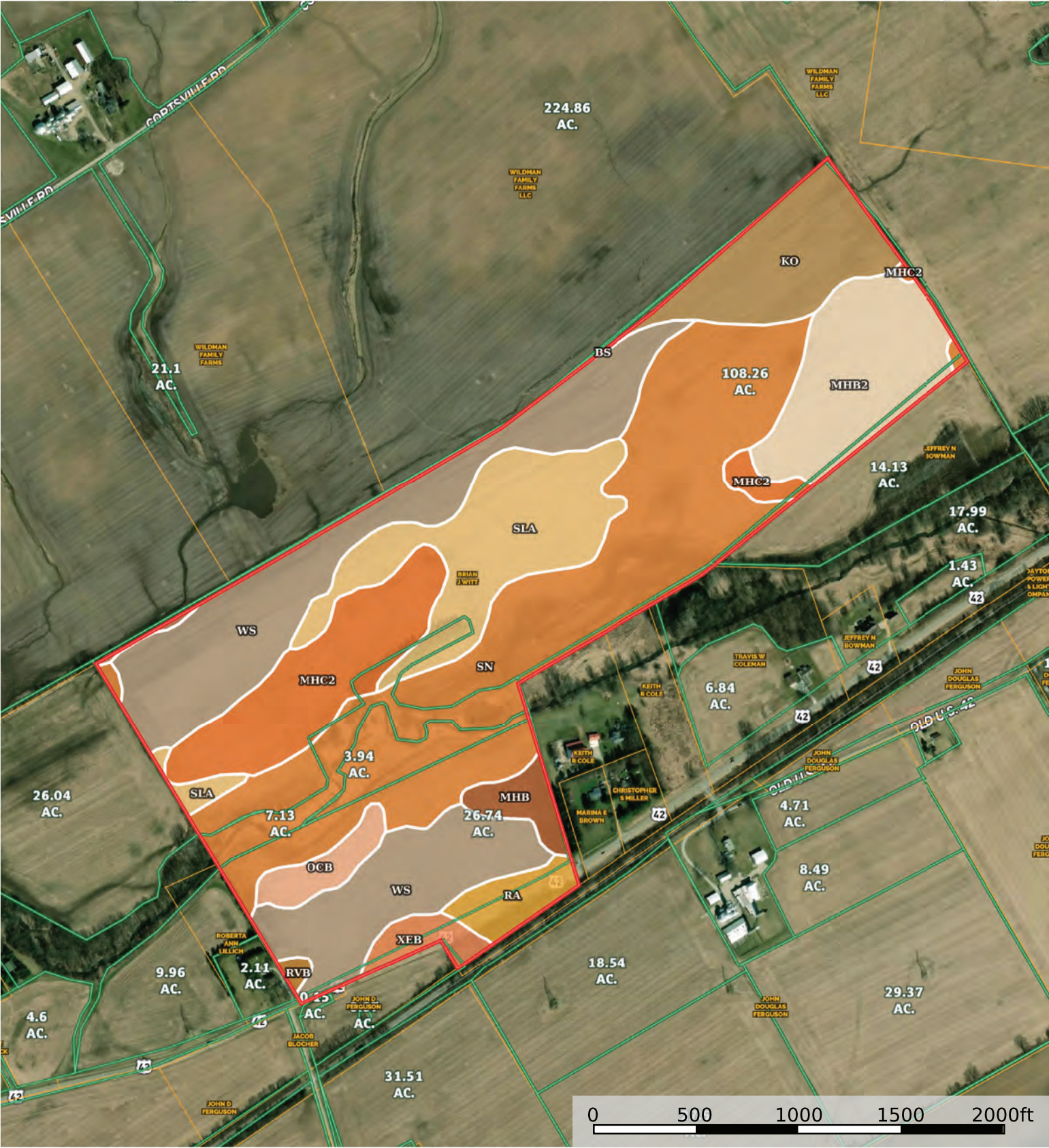


DISTRIBUTION

Political Subdivision	Levy Name	Levy Year	Tax Rate	Effective Rate	Amount
County					
GREENE COUNTY	GENERAL FUND	-	2.000000	2.000000	\$276.22
GREENE COUNTY	MENTAL HEALTH	1999	1.500000	0.723543	\$99.94
GREENE COUNTY	DEVELOPMENTAL DISABILITIES	2004	3.500000	2.047017	\$282.72
GREENE COUNTY	LIBRARY DISTRICT	2005	1.000000	0.586818	\$81.06
GREENE COUNTY	ROAD IMPROVEMENT	2006	0.250000	0.156266	\$21.58
GREENE COUNTY	CHILDREN SERVICES	2009	1.500000	0.977416	\$135.00
GREENE COUNTY	COUNCIL ON AGING	2009	1.000000	0.651611	\$90.00
GREENE COUNTY	COUNCIL ON AGING	2014	0.400000	0.260644	\$40.00
GREENE COUNTY	LIBRARY DISTRICT	2015	0.900000	0.586449	\$90.00
GREENE COUNTY	PARK	2015	0.900000	0.586449	\$90.00
GREENE COUNTY	LIBRARY DISTRICT	2025	1.000000	0.998287	\$153.20
				Total	\$1,359.72
School					
SOUTHEASTERN LSD	GENERAL FUND	-	5.200000	5.200000	\$718.20
SOUTHEASTERN LSD	CURRENT EXPENSE	1976	23.600000	12.062054	\$1,214.88
SOUTHEASTERN LSD	CURRENT EXPENSE	1979	5.000000	2.737965	\$275.76
SOUTHEASTERN LSD	PERMANENT IMPROVEMENT	2000	3.000000	1.124013	\$155.26
SOUTHEASTERN LSD	EMERGENCY (\$490,000)	2012	2.310000	2.310000	\$319.06
				Total	\$2,683.16
JVS					
SPRINGFIELD-CLARK COUNTY JVSD	CURRENT EXPENSE	1999	2.000000	1.093928	\$90.76
SPRINGFIELD-CLARK COUNTY JVSD	CURRENT EXPENSE	2001	1.000000	0.547038	\$45.36
SPRINGFIELD-CLARK COUNTY JVSD	BOND (\$59,000,000)	2024	0.830000	0.830000	\$127.38
SPRINGFIELD-CLARK COUNTY JVSD	PERMANENT IMPROVEMENT	2024	0.460000	0.359035	\$35.30
				Total	\$298.80
Township					
CEDARVILLE TWP	GENERAL FUND	-	0.550000	0.550000	\$75.96
CEDARVILLE TWP	FIRE	1976	0.900000	0.144985	\$20.04
CEDARVILLE TWP	FIRE & E.M.S.	2012	1.000000	0.623739	\$86.14
CEDARVILLE TWP	CURRENT EXPENSE	2013	1.500000	0.935608	\$129.22
CEDARVILLE TWP	FIRE	2013	1.500000	0.935608	\$129.22
CEDARVILLE TWP	CURRENT EXPENSE	2015	1.000000	0.705355	\$108.24
CEDARVILLE TWP	FIRE	2015	2.000000	1.410710	\$216.48
CEDARVILLE TWP EXC CEDARVILLE CP	ROAD AND BRIDGE	-	1.450000	1.450000	\$200.26
				Total	\$965.56
Misc					
GENERAL HEALTH DISTRICT	CURRENT EXPENSE	2011	0.800000	0.521103	\$71.96
				Total	\$71.96



Boundary



Boundary

| Boundary 149.24 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
Sn	Sloan silt loam, sandy substratum, occasionally flooded	48.23	32.32	0	36	3w
Ws	Westland silty clay loam, Southern Ohio Till Plain, 0 to 2 percent slopes	33.81	22.65	0	71	2w
SIA	Sleeth silt loam, Southern Ohio Till Plain, 0 to 2 percent slopes	17.38	11.65	0	87	2w
MhC2	Miamian silt loam, 6 to 12 percent slopes, eroded	14.22	9.53	0	55	3e
MhB2	Miamian silt loam, 2 to 6 percent slopes, eroded	13.17	8.82	0	61	2e
Ko	Kokomo silty clay loam, 0 to 2 percent slopes	11.12	7.45	0	82	2w
Ra	Ragsdale silty clay loam, 0 to 2 percent slopes	3.18	2.13	0	83	2w
OcB	Ockley silt loam, Southern Ohio Till Plain, 2 to 6 percent slopes	2.78	1.86	0	85	2e
MhB	Miamian silt loam, 2 to 6 percent slopes	2.48	1.66	0	74	2e
XeB	Xenia silt loam, Southern Ohio Till Plain, 2 to 6 percent slopes	2.22	1.49	0	86	2e
RvB	Russell-Miamian silt loams, 2 to 6 percent slopes	0.41	0.27	0	77	2e
Bs	Brookston silty clay loam, fine texture, 0 to 2 percent slopes	0.24	0.16	0	70	2w
TOTALS		149.24(*)	100%	-	60.77	2.42

(*) 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.



County Auditor Craig A. Hagler

1 inch = 800 feet

Greene County Legend

	Interstate Highway		Parcel Number Lot Number
	US Highway		Schools
	State Route		Parks
	Local Roads		Cemetery
	Parcel Boundary		Shopping
	Corporation Boundary		Buildings
	Topography		Hydrography

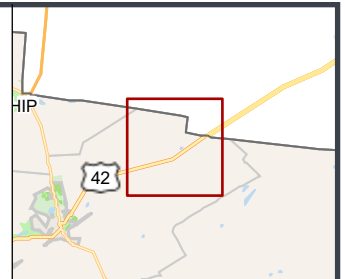
DISCLAIMER:

The data and maps provided herein may not be construed as a legal document or legal representation. Any person or entity who relies on this data does so solely at their own risk. The data provided was prepared by Greene County in accordance with Section 5713.09 of the Ohio Revised Code. Neither Greene County, Ohio nor its employees or officers warrant the accuracy, reliability, or timeliness of any of the data provided herein. This data is provided "as is" without warranty of any kind, and assumes no legal responsibility for the information it contains.

Spatial Reference
NAD 1983 HARN StatePlane Ohio South FIPS 3402 Feet
GCS: GCS North American 1983 HARN
Datum: North American 1983 HARN
Projection: Lambert Conformal Conic
Central Meridian: -82.5000
Latitude of Origin: 38.0000
Longitude of Origin: 0.0000
False Easting: 1,968,500.0000
False Northing: 0.0000
Central Parallel: 0.0000
Standard Parallel 2: 40.0333
Scale Factor: 0.0000
Azimuth: 0.0000
Map Units: Foot US



Created On: 8/12/2026 11:33 AM



Current Legal Description:

Parcel One:

~~Situated in Cedarville Township, Greene County, Ohio, Virginia Military Survey Number 1560, and being part of a 112.58 acre tract as conveyed by deed to Nola J Palomino as recorded in Vol. 429, Pg. 419 of the Greene County Official Records and being more particularly described as follows:~~

~~Commencing for reference at a railroad spike found at the intersection of the centerline of Straley Road and Rakestraw Road;~~

~~Thence with centerline of Rakestraw Road N 43 deg. 35' 00" W 1600.91' to a railroad spike set marking the true point of beginning for this tract herein described;~~

~~Thence continuing with said centerline N 43 deg. 35' 00" W 572.54' to a mag nail set, a corner to Brenda S. Houglan's 185.95 acre tract (Official Record 524, Pg. 221);~~

~~Thence with Houglan's line N 48 deg. 51' 38" E (passing an iron pin set at 25.00') 379.61' to an iron pin set in an existing ditch;~~

~~Thence by new division line through the lands of said Palomino with the center of an existing ditch S 9 deg. 18' 06" E 673.33' to the true point of beginning containing 2.492 acres of land, more or less, subject to all legal highways, easements, conditions and restrictions of record.~~

~~This survey is based upon a field survey conducted by R Douglas Sutton, Ohio Professional Surveyor #7124 in December 1998.~~

~~Property Address: 976 Rakestraw Rd., Cedarville, Ohio~~

~~Parcel Number: D08000100082004500~~

Survey Recorded In
Greene County Surveyor's

Record No 31 Page 217

Parcel Two:

Located in Virginia Military Survey Nos. 1352 and 2962, Cedarville Township, Greene County, State of Ohio, and being all that land conveyed to Tracy Jo Lyons; Joseph Paul Myers, Jr.; and Joshua L. Powers, Co-Trustees of the Joseph Paul Myers, Sr. Testamentary Trust by Certificate of Transfer recorded in Volume 3298, Page 39 of the Official Records of Greene County, Ohio (Auditor's Parcel No. D10-1-14-10) described as follows:

Beginning at an iron pin set at the northeast corner of said Survey No. 2962 and at the northwest corner of said Survey No. 1352, said iron pin being also the southeast corner of a 120.635 acre (per deed) tract of land conveyed to Ben S. Wildman and Peggy A. Wildman by deed recorded in Volume 2094, Page 664 (TRACT SIX) and the southwest corner of a 100 acre (per deed) tract of land conveyed to Ben S. Wildman and Peggy A. Wildman by deed recorded in Volume 2094, Page 664 (TRACT SEVEN) both of the Official Records of Greene County, Ohio;

Thence with the south line of said last-mentioned Wildman land, north sixty degrees thirty-four minutes forty-nine seconds (60 deg. 34'49") East for a distance of eight hundred sixty-seven and 24/100 (867.24) feet to an iron pin set (witness a stone found North 20 deg. 32'07" West 10.00 feet) at the southeast corner of said last-mentioned Wildman land and at the southwest corner of a 116.956 acre (per deed) tract of land conveyed to Ben S. Wildman and Peggy A. Wildman by deed recorded in Volume 2094, Page 664 (TRACT TWO) of the Official Records of Greene County, Ohio;

Thence with the south line of said last-mentioned Wildman land for the following three (3) courses, North sixty degrees thirty-four minutes forty-nine seconds (60deg. 34'49") East for a distance of six hundred seventy-one and 22/100 (671.22) feet to an iron pin set;

Thence North fifty-two degrees forty-two minutes four seconds (52deg. 42' 04") East for a distance of eight hundred eighty and 42/100 (880.42) feet to an iron pin set;

Thence North forty-nine degrees thirty-five minutes five seconds (49 deg. 35'05") East for a distance of one thousand one hundred ninety and 47/100 (1,190.47) feet to an iron pin set at the southeast corner of said last-mentioned Wildman land and in the west line of a 167.183 acre (123.031 acres are in Greene County) tract of land conveyed to Ben S. Wildman and Peggy A. Wildman by deed recorded in Volume 2662, Page 855 of the Official Records of Greene County; thence with the west line of said last-mentioned Wildman land for the following two (2) courses, South thirty-four degrees fifty-four minutes forty-three seconds (34deg. 54'43") East for a distance of eight hundred seventy and 46/100 (870.46) feet to an iron pin (Clinco-Sutton cap) found;

Only need
Tract 2
reviewed

Thence South thirty degrees eleven minutes thirty-four seconds (30deg. 11'34") East for a distance of three hundred twenty-six and 85/100 (326.85) feet to an iron pin set at the northeast corner of a 44.614 acre (per Auditor) tract of land conveyed to Jeffrey N. Bowman and Susan C. Bowman by deed recorded in Volume 775, Page 674 of the Official Records of Greene County, Ohio;

Thence with the north line of said Bowman land for the following two (2) courses, South fifty-one degrees forty-eight minutes fifteen seconds (51deg. 48'15") West for a distance of one thousand six hundred sixty-five and 21/100 (1,665.21) feet to an iron pipe found;

Thence South sixty degrees fifteen minutes nineteen seconds (60deg. 15'19") West for a distance of three hundred three and 67/100 (303.67) feet to a 1.5 inch diameter iron pipe found at the northwest corner of said Bowman land and at the northeast corner of a 5.607 acre tract of land conveyed to Robert C. Schroeder & Mary Jo Schroeder by deed recorded in Volume 659, Page 90 of the Official Records of Greene County, Ohio;

Thence with the north line of said Schroeder land and its westerly extension, said extension being the north line of a 7.266 acre tract of land conveyed to Robert C. Schroeder & Mary Jo H. Schroeder by deed recorded in Volume 660, Page 150 of the Official Records of Greene County, Ohio, South sixty degrees twelve minutes seven seconds (60deg. 12'07") West for a distance of seven hundred thirty-four and 33/100 (734.33) feet to an iron pipe found at the northwest corner of said last-mentioned Schroeder land;

Thence with the west line of said last-mentioned Schroeder land, South fifteen degrees forty-six minutes fifty-two seconds (15deg. 46'52") East for a distance of one thousand thirty and 97/100 (1,030.97) feet to an iron pin set in the north line of a 27.186 acre (per Auditor) tract of land conveyed to Dayton Power & Light Company by deed recorded in Volume 523, Page 689 of the Official Records of Greene County, Ohio;

Thence with the north line of said Dayton Power & Light Company land, South fifty-six degrees eleven minutes one seconds (56deg. 11'01") West for a distance of seven hundred seventeen and 87/100 (717.87) feet to an iron pin set in the line common to said Survey Nos. 1352 and 2962 and in the east line of a 68.449 acre (per Auditor) tract of land conveyed to John D. Ferguson and Carolyn Ferguson by deed recorded in Volume 979, Page 742 of the Official Records of Greene County, Ohio;

Thence with the line common to said Survey Nos. 1352 and 2962 and with the east line of said Ferguson land, North thirty degrees three minutes fifty-four seconds (30deg. 03'54") West for a distance of one hundred fifty-seven and 79/100 (157.79) feet to a magnetic nail set at the northeast corner of said Ferguson land and in the centerline of US 42 East (width varies);

Thence with the centerline of US 42 East, the north line of said Ferguson land and its westerly extension, said extension being the north line of a 0.647 acre (per Auditor) tract of land conveyed to Kent D. Ankeney and Kelly J. Ankeney by deed recorded in Volume 3120, Page 967 of the Official Records of Greene County, Ohio, South sixty-six degrees twenty-six minutes nine seconds (66deg. 26'09") West for a distance of seven hundred fifty-seven and 63/100 (757.63) feet to a magnetic nail set at the southeast corner of a 5.00 acre (per deed) tract of land conveyed to Roberta Ann Lillich by deed recorded in Volume 2751, Page 607 of the Official Records of Greene County, Ohio;

Thence with the east line of said Lillich land and its northerly extension, said extension being the east line of a 87.415 acre (per Auditor) tract of land conveyed to Roberta Ann Lillich by deed recorded in Volume 2877, Page 913 of the Official Records of Greene County, Ohio, North thirty degrees twenty minutes sixteen seconds (30deg. 20'16") West for a distance of one thousand nine hundred thirty-seven and 14/100 (1,937.14) feet to an iron pin set at the northeast corner of said last-mentioned Lillich land, in the north line of said Survey No. 2962, and in the south line of said first-mentioned Wildman land;

Thence with the north line of said Survey No. 2962 and the south line of said first-mentioned Wildman land, North sixty-one degrees fourteen minutes fifty-two seconds (61deg. 14'52") East for a distance of seven hundred sixty-two and 18/100 (762.18) feet to the point of beginning, containing one hundred forty-nine and 214/1000 (149.214) acres, subject to all covenants, conditions, restrictions, reservations and easements of record pertaining to the above described tract of land.

The above description was prepared from the results of a field survey made by Cosler Engineering, LLC, by or under the direct supervision of Mitchell W. Cosler, Ohio Registered Surveyor No. 6393, on November 22, 2013

Iron pins found are 0.63 inch diameter and iron pipes found are 1.0 inch outside diameter in good condition, unless otherwise described. Iron pins referred to as set are 0.63 inch diameter steel with a yellow plastic cap stamped "COSLER 6393", set flush with the ground. PK-nails referred to as found are 0.25 inch diameter chrome two (2) inches in length with a 0.56 inch diameter head stamped "PK". Magnetic nails referred to as found or set are 0.25 inch diameter chrome two (2) inches in length with a 0.56 inch diameter head stamped "MAG". Bearings are based on NAD 83 (2011) State Plane Coordinates (SPC) grid. Divide the distances by a combined scale factor of 0.99991416 to obtain ground surface distances in US Survey Feet.

Property Address: US 42, Cedarville, OH 45314

Parcel Number: D10000100140001000

Prior Instrument Reference: 2021010348, Official records Greene County, Ohio

Survey Recorded In
Greene County Surveyor's

Record No 43 Page 64

Parcel Three:

~~Situated in Cedarville Township, Greene County, Ohio, Virginia Military Survey Number 1560 and being a part of a 185.00 acre tract as conveyed by deed to Nola J. Palomino as recorded in Vol. 429, Pg. 419 of the Greene County Official Records and being more particularly described as follows:~~

~~Commencing for reference at a railroad spike found at the intersection of the centerline of Straley Road and Rakestraw Road, thence with the centerline of Straley Road through the land of said Palomino N 72 deg. 49' 39" E 1084.41' to an iron pin set; thence continuing with said centerline N 49 deg. 44' 00" E 1540.21' to a mag nail set marking the true point of beginning for this tract herein described;~~

~~Thence with the prolongation of said centerline N 49 deg. 44' 00" E 180.01' to an iron pin set;~~

~~Thence continuing with said centerline N 43 deg. 42' 00" W 317.95' to an iron pin set;~~

~~Thence still with said centerline N 47 deg. 53' 00" E 249.75' to a mag nail set;~~

~~Thence by new division line through the lands of said Palomino S 42 deg. 07' 00" E (passing an iron pin set at 25.00') 1293.90' to an iron pin set;~~

~~Thence S 15 deg. 48' 03" W 266.61' to an iron pin set;~~

~~Thence S 45 deg. 41' 25" W 217.62' to an iron pin set;~~

~~Thence N 40 deg. 58' 45" W (passing an iron pin set at 1107.04') 1132.04' to the true point of beginning containing 12.543 acres of land, more or less, subject to all legal highways, easements, conditions and restrictions of record.~~

~~Being subject to a 15' wide access easement along the following centerline and described as follows:~~

~~Beginning at an iron pin set in the centerline of Straley Road at an angle point in said road, said iron pin bears N 49 deg. 44' 00" E 976.72' from the northwesterly corner of said Palomino's 185.00 acre tract;~~

~~Thence with the centerline of said 15' wide access easement on the following courses:~~

~~S 43 deg. 40' 17" E 452.96'; thence~~

~~S 59 deg. 37' 41" E 175.97'; thence~~

~~S 25 deg. 58' 38" E 85.91'; thence~~

~~S 32 deg. 57' 54" E 182.85'; thence~~

~~S 41 deg. 02' 40" E 185.84'; thence~~

~~S 18 deg. 05' 02" E 52.97' to the line of the above described 12.543 acre tract and there terminating. Subject to all legal highways, easements, conditions and restrictions of record.~~

~~This survey is based upon a field survey conducted by R. Douglas Sutton, Ohio Professional Surveyor #7124 in December 1998.~~

~~Iron pins referred to as set are 5/8" diameter steel and 30" in length with a yellow cap stamped "SUTTON 7124".~~

~~Bearings are based upon an assumed azimuth and are for angular measurement purposes only.~~

~~Property Address: 4111 Straley Road~~

~~Parcel Number: D08000100082004700~~

~~Prior Instrument Reference: Vol. 1550, Pg. 690, Official Records, Greene County, Ohio~~

Description Check

Greene County Engineer's Tax Map Dept.

☒ Legally Sufficient As Described

☐ Legally Sufficient With Corrections Noted

☐ Legally Insufficient. New Survey Required

Date: 5/21/15 By: [Signature]

Par ID Dist D08 BK 1 PG 8-B PAR 45, 47

TD10 -1-14-10

Survey Recorded In

Greene County Surveyor's

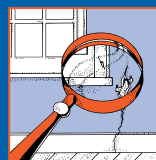
Record No 30 Page 219

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.

Recycled/Recyclable
Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer) process chlorine free



Protect Your Family From Lead In Your Home

EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

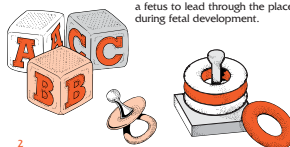
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

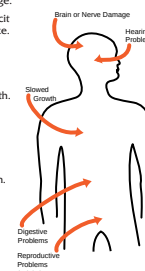
In children, lead can cause:

- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death. Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



Lead affects the body in many ways.

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan. Your doctor can explain what the test results mean and if more testing will be needed.

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Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- ◆ A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.



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What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



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Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



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In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.

- ◆ To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior window sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure *Reducing Lead Hazards When Remodeling Your Home*. This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



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Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.



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◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.

◆ **Old painted toys and furniture.**

◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**

◆ **Lead smelters** or other industries that release lead into the air.

◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.

EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: www.cpsc.gov.

Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

for the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

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EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (C7)
One Congress Street
Boston, MA 02114-2023
1 (800) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3079
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (DMC33)
1050 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (D748)
77 West Jackson Boulevard
Chicago, IL 60604-3660
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALL)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-2020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

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CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2044
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

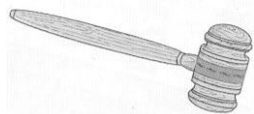
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Buyer Agent Auction Instructions



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

1. Before your client registers to bid for the online bidding for Real Estate Listings and before any contact is made by your client with **SHERIDANS**, it is imperative that the Buyer's Agent register your client by fully completing and submitting our [Buyer Agent Participation Form](#) to the Listing Broker. This form can be obtained by downloading it from this specific property listing at www.SheridanTeam.com. It is important that this form is filled out completely and before your client registers to bid or makes contact with **SHERIDANS**, no exceptions.
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 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. For most properties sold at auction, only conventional financing and cash are permitted (no FHA, VA, USDA, or other related financing are permitted).
4. For Simulcast (Live & Online) auctions, prospective buyers can attend the live auction at the advertised location and time. Prospective buyers can also register to bid online at www.SheridanTeam.com and place bids during the live auction. For most real estate auctions, online bidding is also permitted days before the start of the live auction.
5. To register to bid online, all prospective buyers can visit www.SheridanTeam.com and go to the specific auction listing where a link is available to enter the online auction portal for registration and bidding. *After a prospective buyer registers to bid, a representative from the Auction Company will first confirm the identity of the registrant via phone call before his/her account is activated to bid.* For this reason, we encourage all online bidders to register to bid prior to the day of the Live Auction.
6. Once a bidder's account is authenticated and activated, individual bids can be entered along with "max bid" amounts. Max bids are not visible to the Seller or other bidders. Max bids protect the bidder from being outbid up to the max bid amount entered by the bidder. Note that max bids placed by multiple bidders will cause the current bid to automatically escalate based on the max bids entered.
7. Increments of bidding are at the discretion of the Auction Company and cannot be modified by registered bidders.
8. The auction will end when the property(s) is declared "Sold" during the live portion of the auction. No live or online bids will be accepted after the property(s) is declared "Sold".
9. 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.
10. The Auction Company assumes no responsibility for computer, Internet, or software malfunctions or delays and reserves the right to suspend online bidding for any reason.



SHERIDANS LLC



BUYER AGENT REGISTRATION 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 and follow through to closing, 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: **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 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: Tract 1: 40 S. Ballard Rd, Xenia, OH 45385
Tract 2: US 42 E, Cedarville, OH

Auction End Date: AUGUST 27, 2026

(please indicate)

 Prospective Bidder (Print)

 Prospective Bidder (Signature)

 Participating Licensee (Print)

 Participating Licensee (Signature)

Real Estate Company _____

Telephone: _____

Fax: _____

Date: _____

Time: _____

This agreement accepted by SHERIDANS LLC this day

of _____, 2026.

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, 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

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: _____

Buyer(s): _____

Seller(s): _____

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 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) _____ and real estate brokerage _____ 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 _____

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



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: _____

Buyer(s): _____

Seller(s): _____

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 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) _____ and real estate brokerage _____ 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 _____

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



Tract 1



SHERIDANS LLC

CONFIRMATION OF SALE

THIS MEMORANDUM OF SALE AND AGREEMENT made and entered into this day of **AUGUST 27, 2026**, by and between (Seller): **BRIAN J. WITT AND KARALEN S. WITT (married) and AARON J. WITT AND KELLY S. WITT (married)**, hereinafter called the Seller, and:

NAME _____
ADDRESS _____
CITY/ST/ZIP _____
PHONE _____
E-MAIL _____

hereinafter called the Purchaser.

WITNESSETH:

1. **THAT WHEREAS**, the Seller has offered for sale and sold at Public Auction through **SHERIDANS LLC**, Cedarville, Ohio, (Broker) the following described premises: **40 S. BALLARD ROAD, XENIA, OH 45385; PARCEL G21000100100000100** ("Property"), 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:

2. **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.
3. **EARNEST MONEY:** Upon presentation of this offer, Purchaser shall deliver to **SHERIDANS LLC**, the sum of \$ **50,000** as earnest money, to be deposited in the Broker's trust account promptly after acceptance of this offer, as follows: (1) Purchaser signing in person at the auction site shall remit the earnest money to SHERIDANS LLC immediately upon signing this Agreement, or (2) Purchaser who bid online and is not physically at the auction site shall remit the Earnest Money to SHERIDANS LLC within 24 hours following the close of bidding. 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: _____ / _____

4. **DEED:** Seller shall furnish a transferable and recordable **GENERAL 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: **AGRICULTURE**. 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.
5. **REAL ESTATE TAXES:** Taxes will be prorated to date of closing using LONG proration method. Purchaser(s) will be responsible for any Current Agricultural Use Valuation Recoupment fees, if applicable, becoming due after closing.
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, inspection, 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. Seller shall have the right to remove non-real estate related personal property and equipment from the property after the auction and prior to closing but is not required to do so.
7. **CLOSING:** Closing will occur on or before **OCTOBER 9, 2026**. Purchaser will pay customary portion of closing costs at closing. Closing will be conducted by HOME SITE TITLE AGENCY, Xenia, OH, unless mutually agreed in writing by Seller and Purchaser.
8. **POSSESSION:** Current equine tenants occupy the facility under verbal month-to-month lease arrangements. Buyer shall honor lease arrangements in effect at closing and may terminate any tenancy upon at least 30 days' written notice unless otherwise agreed with each tenant. Seller shall continue normal business operations prior to closing. Rents are due on the 1st of each month and will not be prorated at closing. Occupancy of the dwelling shall be at closing..
9. **SOLE CONTRACT:** No other terms, conditions, or qualifications pertaining to this sale transaction were made or expressed.
10. **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 or respective entry into the neighborhood of a person or persons belonging to one of the protected classes.
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. **GOVERNING LAW; VENUE:** This Agreement and any claim, controversy, or dispute arising out of or relating to it, the auction, the property, or the parties' relationship (collectively, "Disputes") are governed by Ohio law. Except as provided in the next sentence, the exclusive venue for any court proceeding related to a Dispute (including proceedings to compel arbitration, to confirm/vacate/modify an award, or for provisional relief) shall be the state courts sitting in Greene County, Ohio, and each party irrevocably consents to that venue and waives any objection based on inconvenient forum. Carve-outs (limited): (i) actions that Ohio law requires to be brought where the land lies and that directly affect title or possession (e.g., quiet title, foreclosure/forcible entry & detainer, or recording/curative instruments) may be brought in the county where the property is located; and (ii) a party may seek temporary injunctive or similar provisional relief to preserve the status quo pending arbitration in Greene County state court (or in the property's county if the relief is tied to land-title/recording).
13. **BINDING ARBITRATION:** All Disputes shall be resolved by final, binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The seat/locale shall be Greene County, Ohio. The tribunal shall consist of three arbitrators: each party appoints one within 15 days of the AAA's notice of commencement, and those two appoint a neutral chair within 10 days (failing which the AAA will appoint). The arbitrators may grant any relief a court of competent jurisdiction could grant. The award shall be reasoned and may be confirmed or enforced exclusively in the state courts of Greene County, Ohio, subject to the limited Carve-outs above. Each party bears its own fees and costs and an equal share of the tribunal and AAA administrative fees unless the arbitrators allocate otherwise as permitted by law.
14. **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.
15. **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 27TH day of AUGUST 2026.

Seller: _____

Purchaser: _____

We acknowledge the receipt and escrow holding of \$ _____ as indicated in items 1, 2 and 3 above.

By: _____, Member

SHERIDANS LLC

Tract 2



SHERIDANS LLC

CONFIRMATION OF SALE

THIS MEMORANDUM OF SALE AND AGREEMENT made and entered into this day of **AUGUST 27, 2026**, by and between (Seller): **BRIAN J. WITT AND KARALEN S. WITT (married)**, hereinafter called the Seller, and:

NAME _____
ADDRESS _____
CITY/ST/ZIP _____
PHONE _____
E-MAIL _____

hereinafter called the Purchaser.

WITNESSETH:

1. **THAT WHEREAS**, the Seller has offered for sale and sold at Public Auction through **SHERIDANS LLC**, Cedarville, Ohio, (Broker) the following described premises: **149.214 ACRES, US 42 E., CEDARVILLE, OH 45314; PARCEL D10000100140001000** ("Property"), 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:

2. **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.
3. **EARNEST MONEY:** Upon presentation of this offer, Purchaser shall deliver to **SHERIDANS LLC**, the sum of \$ **50,000** as earnest money, to be deposited in the Broker's trust account promptly after acceptance of this offer, as follows: (1) Purchaser signing in person at the auction site shall remit the earnest money to SHERIDANS LLC immediately upon signing this Agreement, or (2) Purchaser who bid online and is not physically at the auction site shall remit the Earnest Money to SHERIDANS LLC within 24 hours following the close of bidding. 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: _____ / _____

4. **DEED:** Seller shall furnish a transferable and recordable **GENERAL 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: **AGRICULTURE**. 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.
5. **REAL ESTATE TAXES:** Taxes will be prorated to date of closing using LONG proration method. Purchaser(s) will be responsible for any Current Agricultural Use Valuation Recoupment fees, if applicable, becoming due after closing.
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, inspection, 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. Seller shall have the right to remove non-real estate related personal property and equipment from the property after the auction and prior to closing but is not required to do so.
7. **CLOSING:** Closing will occur on or before **OCTOBER 9, 2026**. Purchaser will pay customary portion of closing costs at closing. Closing will be conducted by HOME SITE TITLE AGENCY, Xenia, OH, unless mutually agreed in writing by Seller and Purchaser.
8. **POSSESSION:** Date of closing. Seller reserves right to harvest the 2026 crops after closing, if necessary.
9. **SOLE CONTRACT:** No other terms, conditions, or qualifications pertaining to this sale transaction were made or expressed.
10. **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 or respective entry into the neighborhood of a person or persons belonging to one of the protected classes.
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. **GOVERNING LAW; VENUE:** This Agreement and any claim, controversy, or dispute arising out of or relating to it, the auction, the property, or the parties' relationship (collectively, "Disputes") are governed by Ohio law. Except as provided in the next sentence, the exclusive venue for any court proceeding related to a Dispute (including proceedings to compel arbitration, to confirm/vacate/modify an award, or for provisional relief) shall be the state courts sitting in Greene County, Ohio, and each party irrevocably consents to that venue and waives any objection based on inconvenient forum. Carve-outs (limited): (i) actions that Ohio law requires to be brought where the land lies and that directly affect title or possession (e.g., quiet title, foreclosure/forcible entry & detainer, or recording/curative instruments) may be brought in the county where the property is located; and (ii) a party may seek temporary injunctive or similar provisional relief to preserve the status quo pending arbitration in Greene County state court (or in the property's county if the relief is tied to land-title/recording).
13. **BINDING ARBITRATION:** All Disputes shall be resolved by final, binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The seat/locale shall be Greene County, Ohio. The tribunal shall consist of three arbitrators: each party appoints one within 15 days of the AAA's notice of commencement, and those two appoint a neutral chair within 10 days (failing which the AAA will appoint). The arbitrators may grant any relief a court of competent jurisdiction could grant. The award shall be reasoned and may be confirmed or enforced exclusively in the state courts of Greene County, Ohio, subject to the limited Carve-outs above. Each party bears its own fees and costs and an equal share of the tribunal and AAA administrative fees unless the arbitrators allocate otherwise as permitted by law.
14. **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.
15. **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 27TH day of **AUGUST 2026**.

Seller: _____

Purchaser: _____

We acknowledge the receipt and escrow holding of \$ 50,000 as indicated in items 1, 2 and 3 above.

By: _____, Member

SHERIDANS LLC

Notes

This image shows a single sheet of white paper with horizontal blue or grey ruling lines, typical of notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.