

RV PARK & CAMPGROUND ONLINE REAL ESTATE AUCTION

**6 +/- ACRES – 9 SITES w/ FULL HOOKUPS – FULLY LICENSED – RUSTIC
CABIN - COTTAGE – POND - EASY ACCESS – GREAT INVESTMENT -
OPPORTUNITY KNOCKS!!!**

BIDDING WILL BEGIN TO CLOSE ON:

TUESDAY, NOVEMBER 22nd @ 6:30PM

39650 MARIETTA RD, CALDWELL, OH 43724



TERMS ON REAL ESTATE: There will be a 10% Buyer's Premium added to the final bid price to determine the contract price. Successful purchaser(s), will be required to deposit a 10% non-refundable deposit down within 24 hours of the auction's end, with the balance due within 45 days. Property sells "As-Is/Where-Is" w/ no warranties implied or expressed. Property sells w/ no contingencies, financing or otherwise. Secure Title will handle the closing.

Opportunity Knocks with this unique offering of real estate. Conveniently located minutes from I-77, this 6.11+/- acre campground offers endless possibilities! This property features: a rustic cabin with loft and fully equipped with kitchen, full bath & propane heat, an additional 2 bed/1 bath cottage, as well as 9 camper/RV sites with full hookups. The property also features a fenced in pond perfect for fishing, canoeing & kayaking. Campground is fully licensed & approved for operation by the state of Ohio. If you are looking for a for a truly turn-key investment opportunity, you don't want to overlook this one! Opportunity Knocks!!!

INSPECTION DATE:

TUESDAY NOVEMBER 15th FROM 4:00PM TILL 6:00PM

TO BID, GO TO: WWW.EDANDBENSCHAFER.COM

OWNER: ANDERSON PROPANE SERVICES REAL ESTATE

AUCTION CONDUCTED BY:

ED AND BEN SCHAFFER AUCTIONEERS, LLC.

BEN SCHAFFER REALTY

LANCE MILLER AUCTIONEER/REAL ESTATE AGENT

740-819-8838 lance@benschaferrealty.com

MIA CLARK – REAL ESTATE AGENT

740-509-2117 miaclark@benschaferrealty.com

WWW.EDANDBENSCHAFER.COM

740-305-5054

740-584-SALE



**BY REGISTERING FOR A BID NUMBER AT THIS REAL ESTATE AUCTION,
I HEREBY BY CERTIFY THE FOLLOWING:**

1. I have received the bidder's packet of pertinent information.
2. I have read the bidder's packet and agree to participate in the auction under the terms set forth.
3. I acknowledge that Ben Schafer Realty and Ed and Ben Schafer, Auctioneers are representing the seller only in this transaction.
4. I certify that I have sufficient funds to meet the down payment requirements called for in the terms of the auction.
5. I have fully examined the purchase contract and fully understand that the conditions there-in are those of a legally binding contract which both parties are obligated to fulfill.
6. I understand that I am purchasing this real estate at auction, and it is being sold "as-is, where-is" w/ no warranties implied or expressed, and that my bid is treated as a cash offer with no contingencies concerning financing, inspections, or anything else.
7. I understand that announcements made at the time of the auction will take precedence over any or all printed material, and that the conduct of the auction and increments of bidding are at the sole discretion of the auctioneer.
8. I understand and agree that in the event that I am the successful bidder, I will sign the Purchase Contract, Agency Disclosure forms, Lead Based Paint forms, and any other forms required by the Ohio Department of Commerce, Real Estate Division.
9. I understand that if I fail to complete this transaction within the terms of the auction, **THE DOWN PAYMENT WILL BE FORFEITED – NO EXCEPTIONS!!!**

Printed Name _____

Address _____

Home Phone _____ **Cell Phone** _____

E-Mail _____

Driver's License # _____ **Registration #** _____

Would you like added to our mailing list? Yes _____ No _____

May we contact you concerning other listings we have for sale? Yes _____ No _____

Signature of Registrant _____ **Date** _____



BEN SCHAFER REALTY ED AND BEN SCHAFER, AUCTIONEERS

536 MAIN ST. • CALDWELL, OHIO
740-305-5054 740-584-SALE 740-732-6745

www.benschaferrealty.com
www.edandbenschafer.com

“CALL US FOR ALL YOUR REAL ESTATE OR AUCTIONEERING NEEDS!!!”



November 22nd, 2022

The undersigned, hereinafter called the **Purchaser(s)**, hereby offer and agrees to purchase from the undersigned **Seller(s)**, the following described premises:

Being 6.11 +/- acres being located @ 39650 Marietta Rd. – Caldwell, Ohio having one parcel, being one parcel #28-00512.000 now being owned by Anderson Propane Real Estate of Noble County LLC and being more fully described in the deed records of Noble County, Ohio together with all hereditaments, appurtenances, rights, privileges and easements thereunto belonging, but subject to all legal highways, zoning ordinances, easements, restrictions, and conditions of record.

The consideration shall include all buildings, fixtures, and equipment (provided on property), including but not limited to: Built-in appliances, heating, central air conditioning and humidifying equipment and their control apparatus, water softening equipment (unless leased), water heater (unless leased), roof antennae, stationary tubs, well pumps, curtain & drapery rods, blinds, awnings, attached mirrors and light fixtures, bathroom & lavatory fixtures, storm and screen doors & windows, garage door openers and controls, attached fireplace equipment, gas, oil and wood heaters, smoke alarms, security systems and controls (unless leased), doorbell and chimes, attached carpeting and floor coverings, exterior plants & trees and the following: N/A

1. PRICE: Purchaser(s) agrees to pay the sum of a bid price of _____ plus a buyer's premium in the amount of _____ for a total contract price of _____ - (\$ _____)

(A) On the following terms: **THERE WILL BE A 10% BUYERS PREMIUM ADDED TO THE FINAL BID PRICE TO DETERMINE THE CONTRACT PRICE. SUCCESSFUL PURCHASER(S), WILL BE REQUIRED TO PAY A 10% NON-REFUNDABLE DEPOSIT DOWN WITHIN 24 HOURS OF AUCTION ENDING, WITH THE BALANCE DUE WITHIN 45 DAYS. PROPERTY SELLS “AS-IS, WHERE-IS” W/ NO WARRANTIES IMPLIED OR EXPRESSED. PROPERTY SELLS W/ NO CONTINGENCIES, FINANCING OR OTHERWISE. SECURE TITLE WILL HANDLE THE CLOSING. SELLER'S ARE RESERVING UNTO THEMSELVES, THEIR HEIRS AND ASSIGNS ANY AND ALL MINERALS WITH THIS PROPERTY WITH WHICH THEY MAY OWN.**

2. TITLE/DEED: Seller(s) shall convey to Purchaser(s) marketable title in fee simple by transferable and recordable **General Warranty Deed** with appropriate release of dower, free and clear of all liens and encumbrances except: (a) those created by or assumed by Purchaser(s); (b) zoning ordinances; (c) legal highways; (d) covenants, restrictions, conditions and easements of record and easements in place and in use which do not unreasonably interfere with present lawful use. It is the Purchaser's responsibility to determine that any conditions, covenants, easements or restrictions are suitable for his intended use of the property, title work has been completed – it is the responsibility of purchaser to pay for title search. If evidence of title in the form of a lender's title insurance policy, owner's title insurance policy or attorney title opinion is required, Purchaser(s) shall provide such evidence at Purchaser's expense. If Purchaser(s) or Purchaser's lender desires/requests a survey and/or appraisal, Purchaser(s) shall pay cost thereof. (Surveys required by Auditor's office, for or because of transfer, shall be paid for by the Seller(s). If title to all or part of the real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those accepted in this Purchase contract, Seller(s) shall within thirty (30) days after written notice thereof, remedy or remove the defect, lien, encumbrance, easement, condition, restriction or encroachment or obtain title insurance without exception therefore. At closing Seller(s) shall sign an affidavit with respect to off-record title matters in accordance with the community custom.

3. TAXES AND ASSESSMENT shall be pro-rated to the date of delivery of deed, based on the latest available rates and valuations, and all agricultural use tax recoupments for year through the date of closing. Purchaser(s) to pay agricultural use tax recoupments, if necessary. Seller(s) warrants that no improvement services (site or area) have been installed, furnished or notification received from any public authority which may be assessed against the real estate.

Purchaser(s)/Seller(s) acknowledge there are 3 pages to this entire contract.

Purchaser(s) Initial _____ Initial _____
Seller(s) Initial _____ Initial _____

PROPERTY ADDRESS: 39650 Marietta Rd. – Caldwell, Ohio 43724

4. RENTS AND INTEREST on any assumed mortgage shall be pro-rated to the date of delivery of deed. Security deposits to be transferred to Purchaser(s). Utilities (including but not limited to propane gas or heating oil) will be pro-rated to the date of closing or date of vacating, whichever is later.

5. DAMAGE OR DESTRUCTION OF PROPERTY: Seller(s) shall bear the risk of loss of the real estate and appurtenances until closing provided that if any buildings or other improvements on the subject premises are damaged or destroyed, prior to the delivery of the deed, then the said Purchaser(s) shall have the option of accepting the proceeds of any insurance payable, not to exceed the contract price, or of terminating this contract, in which case, all funds, and documents shall be returned to the parties depositing them and this contract shall be null and void. If Purchaser(s) shall not make such election within 15 days after receiving notice of such damage or destruction, the Purchaser(s) shall be presumed to have elected to complete the transaction.

6. INSPECTIONS: *THIS PROPERTY SELLS "AS-IS, WHERE-IS" W/ NO WARRANTIES IMPLIED OR EXPRESSED. ANY DESIRED INSPECTIONS ARE AT SOLE COST AND DISCRETION OF PURCHASER, AND SHALL IN NO WAY AFFECT THIS PURCHASE CONTRACT. ANY INSPECTIONS REQUESTED BY THE PURCHASER'S LENDER THAT REQUIRE PERFORMANCE BEFORE LENDER CLOSURE ON PROPERTY ARE THE SOLE RESPONSIBILITY OF THE PURCHASER, AND WILL NOT RELINQUISH THE CONTRACTUAL OBLIGATION OF THE PURCHASER.*

7. TOXIC/HAZARDOUS SUBSTANCES: The Purchaser(s) assumes all risk of loss, damage or injury which may arise as a result of, or may be in any way connected with, the presence or radon gas, asbestos or any other toxic or hazardous substance in or about the property. Purchaser(s) releases and indemnifies Seller(s), Broker(s) and agents from and against any loss, with the property.

8. HOME WARRANTY: Home warranties **DO NOT COVER PRE-EXISTING DEFECTS or CONDITIONS.** Nor do they preclude the advisability of a home inspection. Purchaser(s) does _____ or does not _____ want a home warranty. The cost of said plan will be paid by the Seller(s) _____ Purchaser(s) _____. Warranty plan will be purchased at the cost of \$ _____, and shall be purchased from the Warranty company known as _____, and said plain will be purchased through: _____ (Real Estate Co.)
(The Broker may receive compensation in connection with the sale of the Home Warranty Plan)

9. FAIR HOUSING: "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, disability as defined in that section, or national origin. Military Status or to so discriminate in advertising the sale or rental of housing, in the financing of housing or in the provisional real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes."

10. SEX OFFENDER REGISTRATION AND NOTIFICATION LAWS: In Ohio, sex offenders are required to notify sheriff's offices when they move into the area. Information regarding said notification may be obtained by contacting the local sheriff's office in Ohio. Purchaser(s) are relying on their own inquiry with the local sheriff's office as to registered sex offenders in the area and are not relying on the Seller(s) or any REAL ESTATE AGENT involved in the transaction.

11. CLOSING shall be at the office of **BEN SCHAFFER REALTY** or _____ on or before **January 6th, 2023**. If closing is to be cash, the closing cost shall be paid by Purchaser(s).

12. POSSESSION: Possession of the real estate shall be given to Purchaser(s) @ **CLOSING**.

13. DURATION OF OFFER: This offer is open for acceptance to and **including 2:00 P.M. on November 24th, 2022** and upon such acceptance, it shall become binding upon and accrue to the benefit of the Purchaser(s) and Seller(s) and their respective heir, executor, administrators and assigns. This contract shall be governed by the laws of the State of Ohio. Any amendments or modifications hereof, must be in writing and signed by the parties.

Purchaser(s)/Seller(s) acknowledge there are 3 pages to this entire contract.

Purchaser(s) Initial _____ Initial _____

Seller(s) Initial _____ Initial _____

PROPERTY ADDRESS: 39650 Marietta Rd. – Caldwell, Ohio 43724

14. DEFAULT: Purchaser(s)/Seller(s) understand this to be a legally binding contract requiring performance. If the provisions are not understood, legal advice should be obtained.

15. EARNEST MONEY: any money deposited with Broker by the Purchaser(s) shall be returned to Purchaser(s), upon Purchaser's request, if no contract shall have been entered into. Upon acceptance of this contract by both parties, Broker shall deposit such amount in its trust account to be disbursed, subject to collection by Broker's depository, as follows: (s) if Seller(s) fails or refuses to perform, or any contingency is not satisfied or waived, the deposit shall be returned, (b) deposit shall be applied on purchase price or returned to Purchaser(s) when transaction is closed; if Purchaser(s) fails or refuses to perform, this deposit shall be paid to (Seller), which payment, or the acceptance thereof, shall not in any way prejudice the rights of Seller(s) or Broker(s) in any action for damages or specific performance. The Broker shall retain the deposit until (1) Purchaser(s) and Seller(s) have signed Earnest Money Mutual Release unless for non-performance by purchaser, (2) disposition has been ordered by final court order, or (3) Broker deposits said amount with a court pursuant to applicable court procedures.

If within two years from the date the earnest money was deposited in the Broker's trust account, and the Purchaser and Seller have not provided the Broker with, signed instructions as to how to dispose of said earnest money or written notice that a court action to resolve the dispute has been filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller.

WE HEREBY ACKNOWLEDGE RECEIPT OF SAID DEPOSIT OF _____ WHICH SHALL BE DEPOSITED IN BROKER'S TRUST ACCOUNT UPON ACCEPTANCE OF CONTRACT.

RECEIVED BY _____ Date _____

Ben Schafer Realty / Lance Miller
SELLING OFFICE / SELLING AGENT

Ben Schafer Realty / Mia Clark
LISTING OFFICE / LISTING AGENT

PURCHASER(S)	ADDRESS	TELEPHONE	DATE

OWNERSHIP/TITLE TO: _____

ACTION BY SELLER(S): The undersigned Seller(s) has read and fully understands the foregoing offer and hereby () accepts said offer and agrees to convey the REAL ESTATE according to the above terms and conditions, () rejects said offer, or () counters offer according to the above modifications initialed and dated by Seller(s) or on the Addendum to Contract. Counter-offer shall become null and void if not accepted in writing on or before _____ o'clock (A.M.) (P.M.)

SELLER(S)	ADDRESS	TELEPHONE	DATE

**TITLE SEARCH REPORT
ISSUED BY
TitleWave Real Estate Solutions**

THE ATTACHED TITLE SEARCH REPORT IS ISSUED FOR USE OF THE AGENT LISTED, HEREIN 'THE AGENT', A POLICY ISSUING AGENT FOR THE FIDELITY GROUP OF TITLE INSURANCE COMPANIES, HEREIN 'THE COMPANY', AND IS TO BE USED BY THE AGENT IN THE EXAMINATION AND DETERMINATION OF THE INSURABILITY OF TITLE TO THE PROPERTY DESCRIBED HEREIN IN CONJUNCTION WITH THE ISSUANCE OF THE COMPANY'S COMMITMENTS, POLICIES AND ENDORSEMENTS.

The Agent who examines this Title Search Report must follow all underwriting guidelines set forth in the underwriting manual and bulletins issued by the Company. The Agent is responsible for obtaining proper "High-Liability" approval, when applicable, in accordance with their agency contract. The agent is responsible for obtaining appropriate updates or continuations of this Title Search Report prior to the issuance of any commitment or policy in accordance with prudent underwriting practices and the Company's guidelines. The Agent is responsible for any errors, omissions, defect, liens, encumbrances or adverse matters not shown by this Title Search Report but known to or discovered by the Agent prior to the issuance of the Company's commitment, policy or endorsement.

The Title Search Report does not provide or offer any title insurance, liability coverage or errors and omissions coverage. No assurance is given as to the insurability or status of title. The Title Search Report does not insure or guarantee the validity or sufficiency of any documents attached, nor is it to be considered a title insurance commitment and/or title insurance policy, an opinion of title, an ownership and encumbrance report, a property information report, a guarantee of title or as any other form of guarantee or warranty of title and should not be relied upon as such.

LIABILITY UNDER THE ATTACHED TITLE SEARCH REPORT IS LIMITED TO THE LIABILITY UNDER THE COMPANY'S COMMITMENTS, POLICY OR POLICIES ISSUED PURSUANT TO THIS TITLE SEARCH REPORT. IN THE EVENT THE ATTACHED TITLE SEARCH REPORT IS USED FOR ANY PURPOSE OTHER THAN IN CONJUNCTION WITH THE ISSUANCE OF THE COMPANY'S COMMITMENTS, POLICIES OR ENDORSEMENTS, THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

TitleWave Real Estate Solutions
TITLE SEARCH REPORT

Order Number: 10744458
Reference Number: STS15455

Secure Title Services Ltd.
134 Columbus Road
Athens, OH 45701
Phone: 740-594-2600
Fax: 740-594-2611

1. PERIOD SEARCHED:

The period covered in the search commenced with the Base Title as determined by Company and ends on: **September 12, 2022 at 6:59 AM**

2. Policy or Policies to be issued:

A. Policy to be Issued:

____ 2006 ALTA Owner's Policy (12/01/2015)

____ ALTA Homeowner's Policy (12/02/2013)

Proposed Insured:

Amount of Insurance:

B. Policy to be Issued:

____ 2006 ALTA Loan Policy (10/01/2010)

____ ALTA Short Form Residential Loan Policy Modified - Ohio (12/03/2012)

Proposed Insured:

Amount of Insurance:

3. The estate or interest in the land described or referred to in this report is:

Fee Simple

4. Last grantee of record for the period searched:

Anderson Propane Services Real Estate of Noble County, L.L.C., an Ohio limited liability company, by deed filed for record July 14, 2015 and recorded in OR Volume 268, Page 772 of the Noble County Records.

Title Search Report
Mortgages, Liens, Other Title Defects

1. Payment of the full consideration to, or for the account of the grantors or mortgagors should be made.
2. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

Any instrument of conveyance creating an insured interest must comply with local rules on descriptions and conveyances pursuant to Sections 315.251 and 319.203 of the Ohio Revised Code.

NOTE: Legal Description contained on transfer deed must be verified with the County Auditor prior to closing of transaction for verification that legal description will pass transfer.

3. Payment of taxes, charges, and assessments levied and assessed against subject premises, which are due and payable.
4. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
5. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.
6. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
7. Receipt of proof of corporate status, or limited liability company status, or partnership status, and all agreement(s), and necessary consents, authorizations, resolutions, notices and corporate/partnership actions have been conducted, given or properly waived relating to the transaction to be insured, including entity resolution(s) authorizing and designating appropriate officers/members/or partners to execute any and all necessary documents.
8. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
9. NOTE: Deed and/or legal description are subject to county and/or planning commission approval prior to filing. In some counties, this includes a digital review. For more information, contact the Noble County Auditor.

Title Search Report
Easements, Restrictions and Other Matters Affecting Title Searched

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon.
2. Assessments, if any, not yet certified to the County Auditor.
3. Rights or claims of parties other than Insured in actual possession of any or all of the property.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. No liability is assumed for tax increases occasioned by retroactive revaluation arising out of the change in land usage, on account of errors or omissions and changes in the valuation of the property by legally constituted authorities, or liability for tax increases based on the loss of any homestead exemption status for insured premises.
7. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) related to handicap, but does not discriminate against handicapped people.
8. Representations of the acreage or area in the property descriptions in Schedule A or on the survey, if any.
9. Covenants, conditions and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of an interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.
10. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy, pursuant to Ohio Revised Code Section 1509.31(D).
11. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
12. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by

Title Search Report
Easements, Restrictions and Other Matters Affecting Title Searched, continued

endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

13. Title to that portion of the insured premises within the bounds of any legal highways.
14. Easement recorded in Volume 132, Page 429, of the Noble County Records.
15. Right of Way recorded in Volume 145, Page 680, of the Noble County Records.
16. Right of Way recorded in Volume 152, Page 851, of the Noble County Records.
17. Memorandum of Lease recorded in OR Volume 268, Page 775, of the Noble County Records.
18. Taxes for the year of 2022 and subsequent years are a lien, but are not yet due and payable.

The County Treasurer's General Tax Records for the tax year 2021 are as follows
PPN 28-0051200.000
Taxes for the first half are paid.
Taxes for the second half are paid.
Per half amount \$445.91.

The above amount includes the following special assessment:

Assessment for 99/ MWCD in the amount of \$3.00 per half year.

Title Search Report
Legal Description

Situated in the Township of Olive, County of Noble, and State of Ohio:

And being 6.106 acres more or less and being part of the North half of Section #36, Township #6 North, Range #9 West and being more particularly described as follows:-

Commencing at a stone at the Northeast corner of Section #36;

Thence along the East line of Section #36, South 00 deg. 27' 47" West a distance of 2105.13 feet;

Thence North 89 deg. 32' 13" West a distance of 2670.83 feet to the center of County Road 15 the true place of beginning for the parcel herein being described;

Thence along the center of County Road 15 the following three (3) calls:

1. South 34 deg. 28' 12" West a distance of 91.81 feet;
2. South 42 deg. 41' 09" West a distance of 83.47 feet;
3. South 54 deg. 50' 24" West a distance of 221.31 feet to the center of State Route 821;

Thence along the center of State Route 821, North 38 deg. 07' 23" West a distance of 607.38 feet;

Thence North 47 deg. 26' 15" East a distance of 452.56 feet to a steel fence post the West right-of-way line of Interstate 77;

Thence with said right-of-way line of Interstate 77;

Thence with said right-of-way the following two calls:

1. South 34 deg. 16' 37" East a distance of 418.20 feet to an iron pin;
2. South 28 deg. 48' 10" East a distance of 198.41 feet to the place of beginning and containing 6.106 acres more or less.

The above description prepared by Howard B. Hupp, R.S. # 6164 on June 27, 1983. Reserving to the former grantors, their heirs and assigns, all the coal, oil, gas and mineral rights in/and under the above described premises.

Being part of the same premises recorded in Volume 152, Page 524 of the Deed Records of Noble County, Ohio.

PPN: 28-0051200.000

CONSUMER GUIDE TO AGENCY RELATIONSHIPS



BEN SCHAFER REALTY

536 Main St. – Caldwell, Ohio
www.benschaferrealty.com

740-305-5054

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

Representing the Sellers

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

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction.

Dual Agency

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

Representing Both the Buyer & Seller

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

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

Working With Ben Schafer Realty

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

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. However, Ben Schafer Realty will still supervise both agents to assure that their clients are being fully represented.

While it is the policy of Ben Schafer Realty to allow a buyer and seller in the same transaction to be represented by two agents in our brokerage, it does not permit one agent to represent both parties. Therefore, a listing agent working directly with a buyer will represent only the seller's interests. The agent will still be able to provide the buyer with non-confidential information, prepare and present offers at their direction and assist the buyer in the financing and closing process. However, the buyer will represent their own interests. Because the listing agent has a duty of full disclosure to the seller, a buyer in this situation should not share any information with the listing agent that they would not want the seller to know. If a buyer wishes to be represented, another agent in Ben Schafer Realty can be appointed to act as their agent or they can seek representation from another brokerage.

Working With Other Brokerages

Ben Schafer Realty does offer representation to both buyers and sellers. When Ben Schafer Realty lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. Ben Schafer Realty 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 Ben Schafer Realty 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 Ben Schafer Realty will be representing your interests.

When acting as a buyer's agent, Ben Schafer Realty 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. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. (Effective: 9/29/11)

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

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

Danny Anderson

Name (Please Print)

Danny Anderson dotloop verified 09/15/22 11:57 AM EDT WCC5-CM1D-JSMG-VQV5

Signature Date

Lisa Andersn

Name (Please Print)

Lisa Andersn dotloop verified 09/15/22 11:40 AM EDT 552F-LWL-D-GCW-TGNU

Signature Date



Department of Commerce
Division of Real Estate & Professional Licensing

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: 39650 Marietta Road, Caldwell, OH 43724

Buyer(s): _____

Seller(s): Danny Anderson and Lisa Anderson

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) Lance Miller and real estate brokerage Ben Schafer Realty will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

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

BUYER/TENANT DATE

BUYER/TENANT DATE

Danny Anderson
SELLER/LANDLORD DATE

Lisa
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
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



