

Real Estate Bidder's Packet

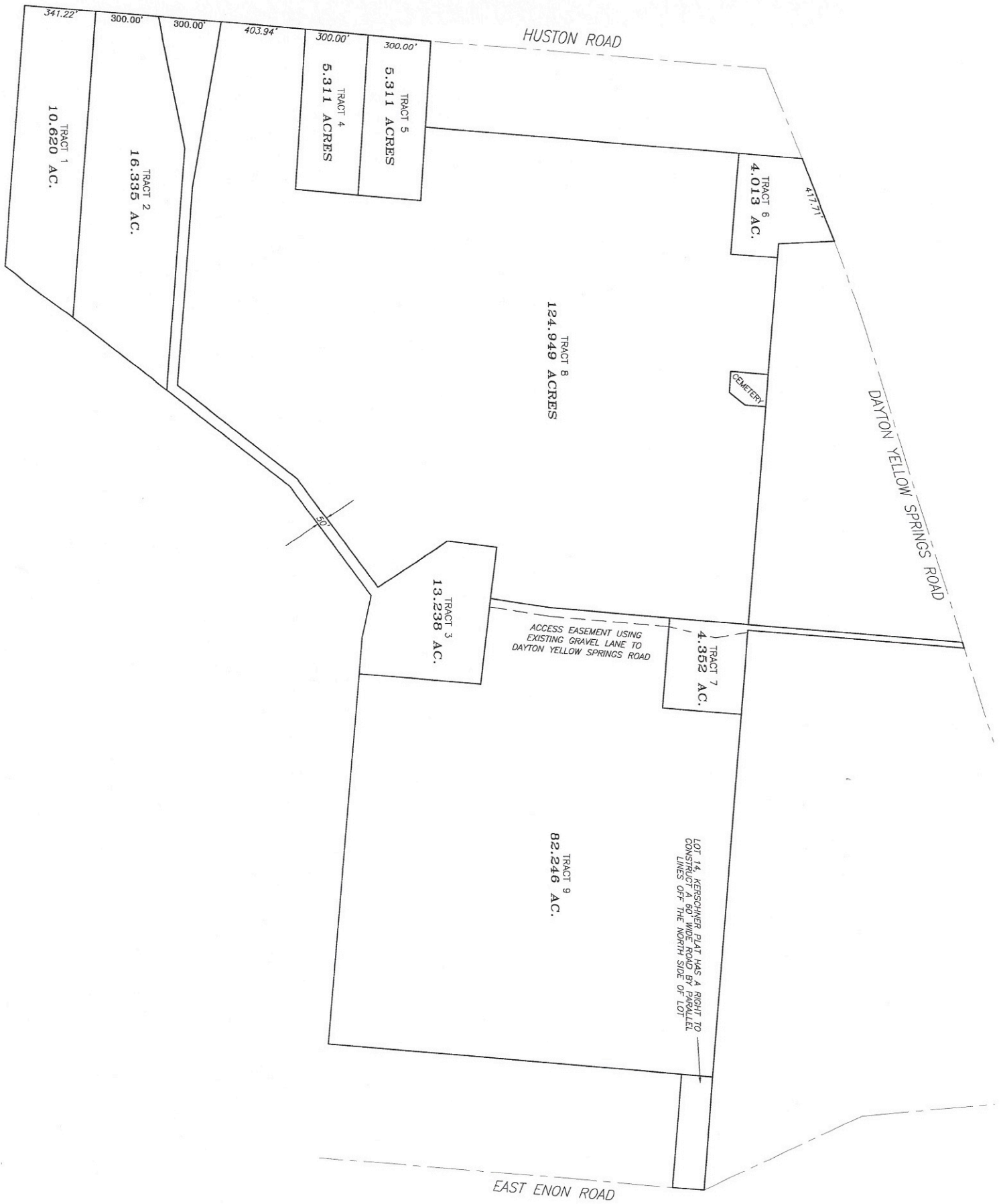


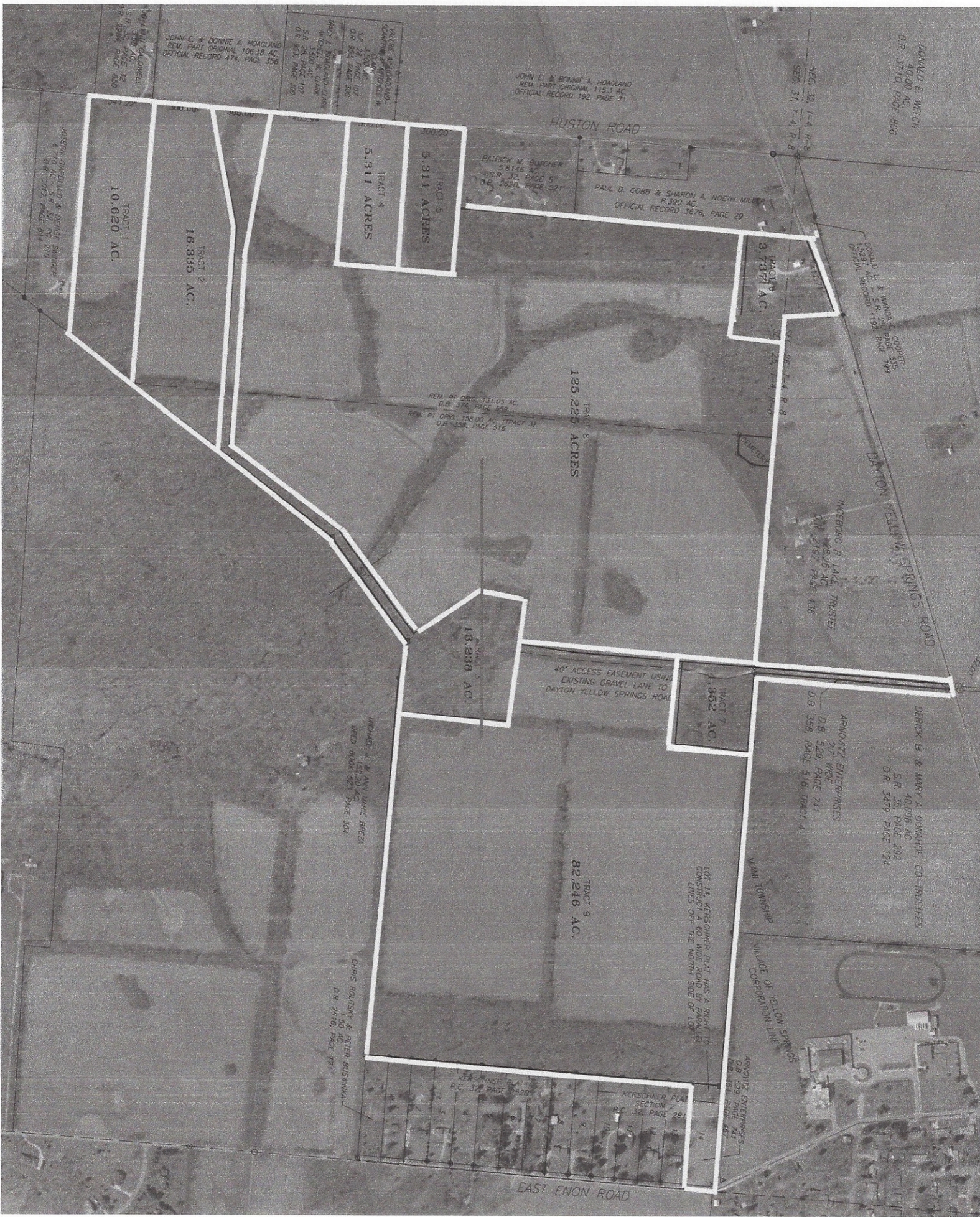
**Greene County Farm
E. Dayton Yellow Springs Rd., Huston Rd. & E. Enon Rd
Miami Township, OH 45387**

**March 16, 2017
6:00 P.M.**

**RON DENNEY, AUCTIONEER
(937)572-4468**

*OHIO REAL ESTATE AUCTIONS, LLC
OHIO'S LARGEST REAL ESTATE AUCTION FIRM*





DONALD E. WELCH
40.80 AC.
O.R. 3170, PAGE 806

SEC. 22, T-4, R-8
SEC. 31, T-4, R-8

JOHN E. & BONNIE A. HOAGLAND
REM. PART ORIGINAL 115.3 AC.
OFFICIAL RECORD 192, PAGE 71

HUSTON ROAD

PATRICK W. BLITCHER
5.8146 AC.
S.R. 32, PAGE 5
O.R. 2620, PAGE 521

PAUL D. COBB & SHARON A. NOETH MILER
8,090 AC.
OFFICIAL RECORD 3676, PAGE 29

DONALD L. & WANDA E. COOPER
1,234 AC. - 2.0 AC.
PAGE 359
OFFICIAL RECORD 1392

TRACT 9
3.787 AC.

INCEBOG B. LANE, TRUSTEE
D.B. 2197, PAGE 416

DAYTON YELLOW SPRINGS ROAD

TRACT 8
126,225 ACRES

REM. PT. ORIG. 151.05 AC.
D.B. 374, PAGE 539
REM. PT. ORIG. 158.07 AC. (TRACT 3)
D.B. 328, PAGE 516

TRACT 5
13,238 AC.

40' ACCESS EASEMENT USING
EXISTING GRAVEL LANE TO
DAYTON YELLOW SPRINGS ROAD

TRACT 7
4,362 AC.

DERICK B. & MARY A. DONAHUE, CO-TRUSTEES
40.806 AC. PAGE 292
S.R. 35, PAGE 124
O.R. 3479, PAGE 124

ARNOVITZ ENTERPRISES
2.7 AC.
D.B. 529, PAGE 741
D.B. 358, PAGE 516, TRACT 4

DAYTON TOWNSHIP
VILLAGE OF YELLOW SPRINGS
CORPORATION LINE

TRACT 9
82,246 AC.

LOT 14, KERSCHNER PLAT HAS A ROAD TO
CONSTITUTE A PUBLIC HIGHWAY
LINES OFF THE NORTH SIDE OF LOT

JOHN A. & ANN WARE BRECH
13,230 AC.
D.B. 1000, PAGE 304

GREGG ROLINSKY & PETER BUSHWALK
D.B. 2616, PAGE 771

KERSCHNER PLAT
SECTION 2
P.C. 32, PAGE 282B

KERSCHNER PLAT
SECTION 2
P.C. 32, PAGE 281

EAST ENON ROAD

TRACT DESCRIPTIONS

TRACT # 1

This 10.62 acre lot has 341' of frontage on Huston Rd. There is a small wooded area to the rear of the property.

TRACT # 2

This 16.335 acre lot has 300' of frontage on Huston Rd. The property has a small creek on the northern property line. There is a small wooded area to the rear of the property.

TRACT # 3

This parcel of 13.23 acres is accessed by a lane that enters at 253 E. Dayton Yellow Springs Rd. An easement for use of this lane for continued access will convey to the new buyer. In addition, this parcel will have 300' of frontage on Huston Rd. deeded to the buyer for optional additional access. This property features a 1.5 story home built in 1900, with 3 bedrooms, 1 full bathroom and a partial cellar. The home is heated with propane and has central air. There are outbuildings on this property as well as an original partial stone barn foundation, spring house and small pond. If you are looking for a secluded spot that is close to WPAFB, Beavercreek, Fairborn and Yellow Springs, this is it. This property is currently rented month-to-month for \$750.00.

TRACT # 4

This is a 5.311 acre lot that has a few trees at the rear, potential building lot or farm field. This lot has 300' of frontage on Huston Rd.

TRACT # 5

This is a 5.311 acre lot that is heavily wooded and has 300' of frontage on Huston Rd. Would be a beautiful home site.

TRACT # 6

Located at 131 E. Dayton Yellow Springs Rd. with 417' of frontage. This property features 4.352 acres, a 4 bedroom home built in 1900, detached garage with a heated workshop / office plus a large bank barn in good condition. The house has a gas furnace, a partial basement and a large enclosed porch. The house on the property is currently rented for \$750.00/ month, however tenants have been given notice to vacate. The barn and garage are rented together for \$700.00/ month on a month-to-month basis.

TRACT # 7

Located at 251 E. Dayton Yellow Springs Rd., this property has 4.352 acres and is accessed by a 27' lane deeded to this property but also provides access to the home at 253 E. Dayton Yellow Springs Rd. The house has 1,498 square ft. and 1.5 stories including 2 bedrooms, 1 full bath and a partial cellar. The setting is very secluded and the lot is full of trees. The property is currently rented for \$500.00/ month. There is no garage, but room to build one.

TRACT # 8

With approximately 404' of frontage on Huston Rd, this property has 124.949 acres of rolling farm ground with several acres of wooded areas and a small creek. Could be a great spot for development or productive farm ground. Also has a lane access easement from E. Dayton Yellow Springs Rd.

TRACT # 9

This 84.12 acre parcel includes a 1.873, acre lot on E. Enon Rd. to provide 140' in frontage to E. Enon Rd. This tract is adjacent to the high school and also has a lane access easement from Dayton Yellow Springs Rd.



Public Health
Prevent. Promote. Protect.

Greene County Public Health

Melissa Branum, MS, MBA, MPH, RN, RS, Health Commissioner

Robert P. Dillaplain, MD, Medical Director

March 13, 2017

Matt Arnovitz
Arnovtiz Enterprises, Inc.
1440 Passport Lane
Dayton, OH 45414

Re: Lot Split for 131, 251 and 253 Dayton Yellow Springs Road, Miami Township

Dear Mr. Arnovitz:

On February 24 and March 10, 2017, a representative of this office made an inspection at the above locations to conduct the lot split evaluations. The potential for this proposed lot split is to create 3 independent parcels surrounding the 3 houses at 131, 251 and 253 Dayton-Yellow Springs Road. A Mylar for the proposed lot splits has not been created due to the multi-parcel auction process that will determine the actual proposed parcel lines. The remaining acreage will be several parcels of vacant farm and woodland acreage. Any parcels created with less than 5.000 acres of vacant land will require a preliminary soil evaluation to determine if the parcel is an acceptable building site.

The purpose of the lot split evaluation is to ensure that the household sewage treatment system and the private water system for each residence is included within the new proposed property lines. Each site is checked to make sure that there is sufficient land area to install a replacement sewage treatment system within the new proposed property lines. Each existing sewage treatment system is also checked to make sure that it is not causing a malfunction.

Since there are 3 parcels for the 3 houses, I will address each house and property separately.

Potential Tract 6. The water supply for 131 Dayton-Yellow Springs Road is a drilled well located approximately 20 feet south of or behind the house. The well was drilled within the past 10 years and was approved by the Health District. The well is located within the new proposed property lines.

The sewage treatment system is located to the east of the house near the driveway to the rear of the barn. The septic tank is located about 24 feet from the barn near some brush. An orange flag marks the septic tank riser hole. The riser lid has collapsed and will need to be replaced. There is a garage and office building south of the house that has plumbing which has been connected to the septic tank. Health District records indicated that this system was installed and approved in April 1999. There are no Health District records for connecting the garage to the septic tank.

The leach lines are located about 150 feet east of the septic tank in the old field downslope of the bank barn. The alternating device is a concrete box located in the field. The box is marked with 2 orange flags. The corner of the box is broken and will allow surface water to drain into the box. The alternating device must be replaced. The leach lines are located in the field and run north to south. There was no obvious malfunction with the leach lines. There will be sufficient land space to install a replacement sewage system within the new proposed property lines.

The proposed east property line of this potential parcel will divide the existing leach line field in half. Leach line number four (4) is located 20-25 feet east of the proposed property line. The proposed property line follows an existing parcel line and extends it to the south. This extension must be moved to the east by at least 30 feet to include all of the existing leach lines on the new proposed parcel. Changes must be made to this proposed parcel, tract 6.

Potential Tract 7. The water supply for 251 Dayton-Yellow Springs Road is a drilled well located approximately 63 feet east of, or behind the house. The well was finished above ground and has a new style well cap. The Health District does not have any records for this well. The well is located within the new proposed property lines.

The sewage treatment system is located to the south of the house in the grass area between the house and the woods. The septic tank is located about 33 feet from the side of the house and has a plastic riser. The septic tank is concrete and the water level is at the proper depth. It could not be determined what type of sewage system was installed after the septic tank but there was no apparent malfunction or evidence of sewage surfacing on the ground. The Health District does not have any records of this installation.

The sewage system appears to be located within the new proposed property lines. There is sufficient land space for a complete replacement area for the sewage system located within the new proposed property lines for potential Tract 7.

Potential Tract 3. The water supply for 253 Dayton-Yellow Springs Road is a drilled well located approximately 30 feet east of, or behind the house. The well was drilled within the past 10 years and was approved by the Health District. The well is located within the new proposed property lines.

The sewage treatment system is located to the north and east of the house near the driveway out to the road. The septic tank is located about 12 feet from the front of the house. There is a concrete riser up to grade level and an old style well pump sits on the tank lid.

The leach lines are located about 105 feet north of the septic tank in the land space between the circle driveway and the drainageway running west under the driveway. The alternating device is a concrete box located about 25 feet east of the propane tank. The box is marked with 2 orange flags. The lid of the box is broken and partially buried and will allow surface water to drain into the box. The alternating device lid must be replaced.

The leach lines are located in the grassy area downslope of the driveway. There are garden beds in and around the leach lines. There was no obvious malfunction with the leach lines. There will be sufficient land space to install a replacement sewage system within the new proposed property lines.

There is a building west of the main house that has a second septic tank which has been connected to the leach lines. Health District records indicated that the system for the main house was installed and approved in December 1996. The Health District does not have any records for the installation of the second septic tank for the small building.

The sewage system is all included within the new proposed property lines for potential tract 3

The sewage treatment system at each house is now a part of the Greene County sewage treatment system maintenance & monitoring program. This program promotes a proactive and preventive approach to managing and maintaining sewage treatment systems.

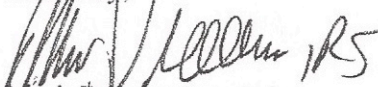
The maintenance program will require regular renewals of the operation permit and periodic inspections of this sewage treatment system.

The houses at 251 and 253 Dayton-Yellow Springs Road will be accessed by an ingress/egress easement extending south from the road. The language in the lot split states that the easement will be 40 feet wide. The aerial photos for the driveway directly west of the house at 251 seem to show that the driveway will not all be included within the 40 foot width of the easement. This issue will need to be addressed in the final property lines and deed descriptions to avoid problems in the future.

The proposed lot splits may be granted only preliminary approval at this time. The actual property lines have not yet been determined and the problems with the east property line for potential tract 6 must be resolved. The missing or broken riser lids and problems with the alternating device boxes must also be resolved. The driveway easement question must also be dealt with.

Please call me at 937-374-5609 if you have any questions. My email address is misaacson@gcph.info.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark R. Isaacson" followed by a stylized "RS".

Mark R. Isaacson, R.S.

Program Manager Special Services
Environmental Health Division

GREENE COUNTY COMBINED HEALTH DISTRICT

SEWAGE DISPOSAL INSTALLATION PERMIT
AND
INSPECTION REPORT

NEW INSTALLATION ☒
REPAIR ☐
PERMIT # 4779

DATE ISSUED 11-13-95
DATE RENEWED _____
REINSPECTION # _____

LEONARD PORTER
APPLICANT

767-2794
PHONE NUMBER

253 D.Y.S. ROAD
INSTALLATION LOCATION

YELLOW SPRINGS
TOWNSHIP

PLAT _____

LOT # _____

Tony Wiley
INSTALLER

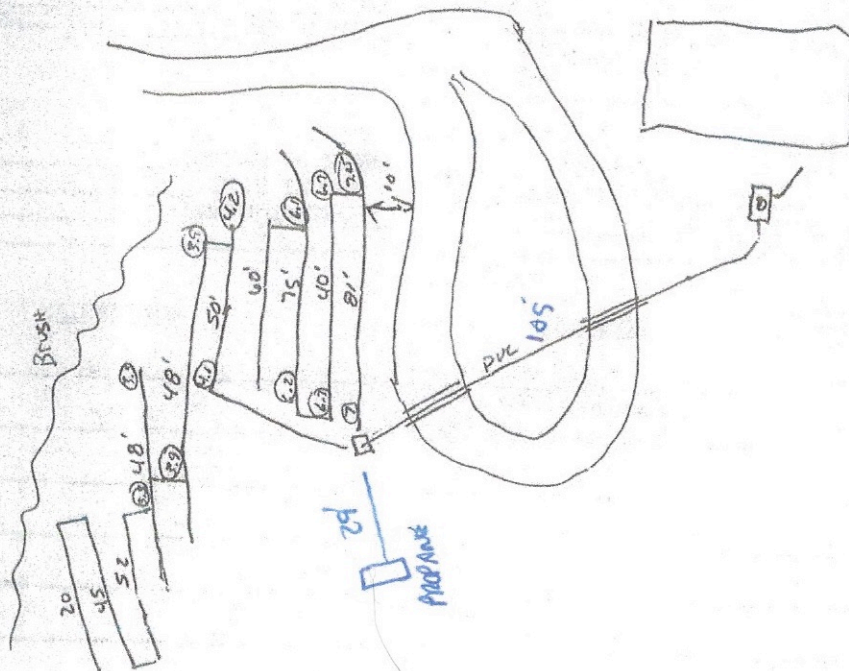
SIGNATURE OF APPLICANT [Signature]

FOR STAFF USE

81
90
78
80
256
213
519

50
48
46
52
43
20
103

12' 10" 105'
P.C.





Greene County Combined Health District

Sewage Disposal Installation Permit And Inspection Report

New Installation ☒

Date Issued: 4-19-99

Permit # 10098

Repair ☐

Date Renewed: _____

Reinspection # _____

Applicant Tony Whaley

Phone Number (937) 675-6114

Installation Address 131 E. Dayton Yellow Springs Rd.

Township _____

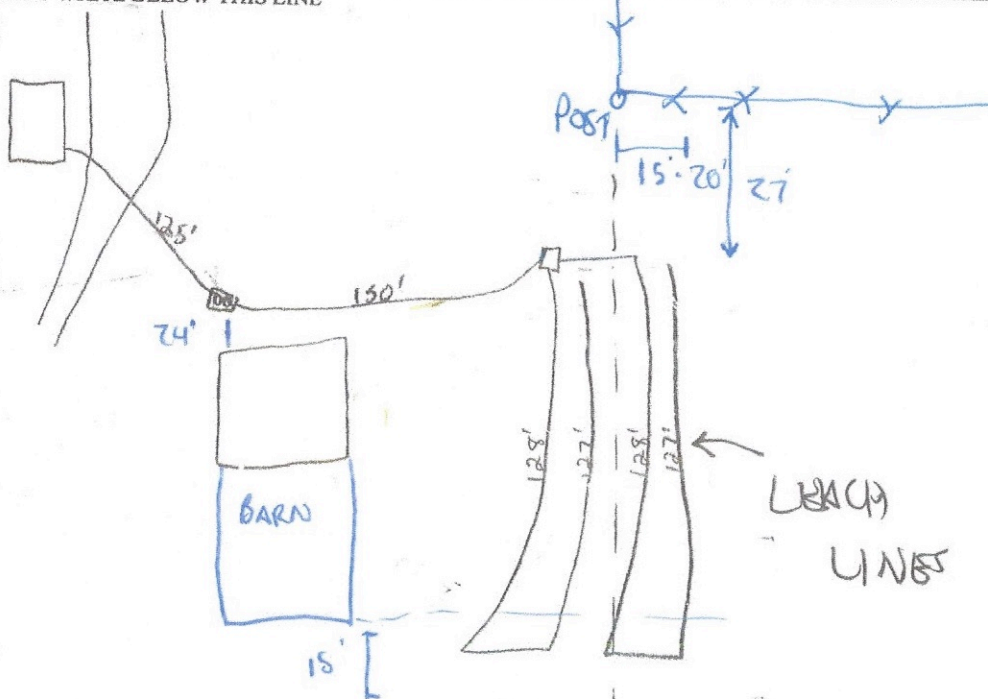
Subdivision _____

Lot # _____

Installer Tony Whaley

Signature of Applicant Tony Whaley

DO NOT WRITE BELOW THIS LINE



PROPOSED
PARCEL LINE

TRACT 6

CONSUMER GUIDE TO AGENCY RELATIONSHIPS



Ohio Real Estate Auctions LLC

We are pleased you have selected **Ohio Real Estate Auctions LLC** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **Ohio Real Estate Auctions LLC** 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 agents can offer and their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website www.com.state.oh.us.

Representing 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 who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any 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 confidential information of both parties.

Working With Ohio Real Estate Auctions LLC

Ohio Real Estate Auctions LLC 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 **Ohio Real Estate Auctions LLC** 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. **Ohio Real Estate Auctions LLC** will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

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

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

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

Working With Other Brokerages

When **Ohio Real Estate Auctions LLC** lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Ohio Real Estate Auctions LLC** 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 **Ohio Real Estate Auctions LLC** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and **Ohio Real Estate Auctions LLC** will be representing your interests. When acting as a buyer's agent, **Ohio Real Estate Auctions LLC** 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, 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.

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, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.

Name (Please Print)

Name (Please Print)

Signature Date

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): Arnovitz Enterprises Inc.

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 Ronald W. Denney, and Ohio Real Estate Auctions, LLC.
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Ronald W. Denney and real estate brokerage Ohio Real Estate Auctions, LLC will

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

CONSENT

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

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

DUAL AGENCY

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

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

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

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

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

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

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

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

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

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

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





Ohio Real Estate Auctions, LLC

CONTRACT TO PURCHASE AT PUBLIC AUCTION

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your Realtor)

DATE: March 16, 2017

1. **PROPERTY DESCRIPTION:** The undersigned Purchaser agrees to purchase from the undersigned owner (seller) through *Ohio Real Estate Auctions, LLC*, (Broker), the following described real estate in Miami Township, Greene County, OH and known as **TRACT#** TRACT MAP & DESCRIPTION ADDENDUM ATTACHED TO THIS CONTRACT.
2. **PRICE AND TERMS:** Purchaser agrees to pay the amount of the high bid \$ _____ plus the buyer premium of \$ _____ for a **Total Contract Price of \$** _____ for the Real Estate as follows: A non-refundable (except in the case of a non-marketable title) down payment of \$ _____ to apply toward the Purchase Price and to be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. In the event this Contract to Purchase does not close for any reason other than as agreed, Purchaser agrees that the down payment shall be disbursed by Broker 5 days from closing date unless Broker is previously notified in writing by purchaser that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.
3. **BALANCE & CLOSING:** The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before **APRIL 28, 2017**. The closing date shall be automatically extended up to 30 days if Auctioneer deems necessary.
4. Buyers will close through FIDELITY LAWYERS TITLE AGENCY, CONTACT TERRY ALLEN, (937)228-0315.
5. If buyer does not close on or before scheduled closing date, seller may, at seller's option, extend the closing date in consideration for a sum of \$ **500.00** per day after original closing date.
6. **OBTAINING FINANCING:** This purchase is not contingent upon the Purchaser obtaining financing. There are no buyer contingencies.
7. **BINDING OBLIGATION:** Purchaser is **buying the property As-Is, Where-Is and without Recourse**. If Purchaser fails to close for any reason whatsoever, except a nonmarketable title, Purchaser voluntarily agrees to forfeit entire down payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the property. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Purchaser fails to perform according to the terms of this contract, the down payment shall be forfeited as partial liquidated damages, and not as a penalty, without affecting any of Seller's further remedies. Either party may demand specific performance of this agreement.
8. **OWNER'S CERTIFICATION:** Seller(s) certifies to Purchaser that, to the best of Sellers's knowledge: (a) there are no undisclosed latent defects; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except **NONE**; (c) there are no City, County or State orders that have been served upon Seller(s) requiring work to be done or improvements to be made which have not been performed, except **NONE**. Inspections regarding habitability and use of the Real Estate shall be the responsibility of the Purchaser. All Inspections must be completed prior to Auction. PURCHASER IS RELYING SOLEY UPON HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE AUCTIONEERS/REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.
9. **INDEMNITY:** Seller and Purchaser recognize that the AUCTIONEERS/BROKERS are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents.
10. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by **MARKETABLE/INSURABLE** deed with release of dower right, if any, AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and state law. Title shall be free and unencumbered as of Closing, except restrictions and easements of record and except the following assessments (certified or otherwise): _____.

Buyers Initials _____

11. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on possession, the Real Estate shall be in the same condition as it is on the date of this contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing, the real Estate shall not be repaired or restored by and at the Sellers expense, to a condition as good as it was prior to the damage or destruction, then Purchaser, at his option, may terminate this contract by written notice to Seller and the Down Payment Shall be returned to Purchaser. While this contract is pending, Sellers shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Purchaser. In addition, the Purchaser also has an insurable interest in the property from date of this contract. Purchaser is hereby notified that insurance should be placed upon the property immediately to protect Purchasers' interest.
12. **DISCLOSURE:** ☐ Buyer ☐ Seller - is a licensed Real Estate Broker or Sales Person.
13. **POSSESSION:** Possession shall be given ☒ at closing, ☐ _____ days after closing @ _____ ☐ AM ☐ PM, subject to Tenants' Rights, with deed. (Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities.) No work can be done on the property by the Purchaser until possession is given.
14. **AGENCY DISCLOSURE STATEMENT:** Purchaser acknowledges having reviewed and signed the Agency Disclosure Statement.
15. **SOLE CONTRACT:** The parties agree that this offer constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this offer shall be made in writing, signed by all parties, and copies shall be attached to all copies of the original offer. This offer shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.
16. **TERMS:** The property sells: ☐ to the high bidder regardless of price, or ☒ subject to seller's confirmation.
17. \$ _____ must be deposited at the time of Auction as down payment by company, corporate or personal check (presented with positive I.D). This non-refundable down payment will be applied to the contract purchase price at closing and will be held in the trust account of **FIDELITY LAWYERS TITLE** as escrow agents for the sellers.
18. ☒ A ten percent Buyer Premium will be added to the high bid amount to determine the final contract-selling price paid by the purchaser. ☐ No Buyer premium will be charged.
19. Taxes will be prorated using the method in which Seller's share is based upon the number of days from the date of the immediately preceding semiannual installment (June 30 or December 31) to the date of closing. Buyer will be assuming 6 months of accrued taxes.
20. This property is being sold at Public Auction, without recourse. Personal on-site inspection/s of the property or properties is strongly recommended. The property will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues. Information contained online was obtained by sources deemed reliable. However, neither Ohio Real Estate Auctions, LLC nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Purchasers should carefully verify all items and make their own decision as to the accuracy thereof before relying on same. Except in the case of an absolute auction, Auction Firm reserves the right to bid on behalf of the sellers. Auctioneer reserves the right to bid on behalf of himself at any auction. The seller and Auction Company reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
21. Auction Firm hereby acknowledges that they represent the Seller. An Agency Disclosure Statement must be signed by the high bidder.
22. The ☒ buyer, ☐ seller shall be responsible for all transfer taxes, recording fees, title search, and deed preparation. Seller is responsible for real estate tax prorata, mortgage releases and will convey a good and marketable title. The ☐ buyer, ☒ seller, ☐ split 50/50, is responsible for survey cost, if a survey is required for a transfer. ***Buyer is responsible for all other costs associated with closing.**
23. By bidding, the buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential Property Disclosure form and their right to rescind the Contract to Purchase.

Buyers Initials _____

24. Real Estate is sold through Ohio Real Estate Auctions, LLC.

25. **OTHER:**

REAL ESTATE TAX PRORATION ADDENDUM ATTACHED

BUYER(S) ARE RESPONSIBLE FOR CAUV RECOUPMENT (IF ANY) FOR LAND REMOVED FROM CAUV PROGRAM

26. **EXPIRATION AND APPROVAL:** This offer is void if not accepted in writing on or before _____ o'clock ☐ A.M. ☐ P.M. ☐ Noon
☐ Midnight EASTERN STANDARD TIME _____, 20____.

27. Make Deed to: (print) _____.

The Purchaser has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.

Print

Sign

Date

PURCHASER: _____

PURCHASER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

28. **ACTION BY OWNER:** The undersigned Seller 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 ☐ counteroffers according to the modifications initialed by Seller(s). Counteroffer shall become null and void if not accepted in writing on or before _____ o'clock ☐ A.M. ☐ P.M. ☐ Noon ☐ Midnight EASTERN STANDARD TIME _____, 20____. Owner acknowledges that Agency Disclosure Statement has been signed.

29. **SELLING FEES AND EXPENSES:** Seller is to pay an auction selling fee and reimburse agreed expenses as per the Auction Contract.

Print

Sign

Date

SELLER: **ARNOVITZ ENTERPRISES INC.** _____

SELLER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

30. **RECEIPT BY Ohio Real Estate Auctions, LLC:** DATE **3/16/2017**. I hereby acknowledge receipt of \$ _____
☐ cash ☐ cashier's check ☐ personal check # _____ made payable to **OHIO REAL ESTATE AUCTIONS** as
downpayment; ☐ other _____ in accordance with terms herein provided.

N/A \$ **N/A** X **N/A** %
CO-OP REALTOR /BROKER FIRM CO-OP AGENT / BROKER

PHONE _____



TAX PRORATION ADDENDUM TO REAL ESTATE CONTRACT DATED 3/16/2017

The property to be sold at auction has been divided in to separate conveyable parcels. However, the taxes have not yet been assessed as such separate parcels. The real estate taxes and assessments for the year 2016 have been paid in full by the seller (including the July 2017 tax bill). At the closing of the auction sale, the real estate taxes shall be prorated on a short proration method based upon the 2016 taxes. Accordingly the purchaser will owe the seller at closing a prorated amount for the purchaser's share of the prepaid July 2017 tax bill. For purposes of calculating said proration, the taxes for all buildings and improvements will be apportioned and prorated as a part of the taxes for the party receiving the improvement. The taxes for the land will be apportioned and prorated based on the percentage of acreage being purchased out of each existing tax parcel. The new owner will be responsible for the payment of the taxes due in January of 2018.

TRACTS PURCHASED _____

BUYER _____ DATE _____

SELLER _____ DATE _____



Irrevocable Letter of Instruction Re: Down Payment

I have purchased the real estate located at TRACT #
under the terms and conditions of the attached Contract to Purchase at Public Auction dated
MARCH 16, 2017.

As part of this transaction I am to make a down payment of money to "Ohio Real Estate Auctions" who will then transfer that money to FIDELITY LAWYERS TITLE AGENCY
which will hold the money until it is time for closing.

I understand that the funds I have provided to FIDELITY LAWYERS TITLE AGENCY are to be used as part of the purchase price. However, in the event I do not close on this property, I irrevocably instruct FIDELITY LAWYERS TITLE AGENCY to disburse my down payment as required under paragraph 2 of the contract; see below.

Paragraph 2 states:

A non-refundable (except in the case of a non-marketable title) down payment of _____ to apply toward Purchase Price and to be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. In the event this Contract to Purchase does not close for any reason than as agreed, Purchaser agrees that the down payment shall be disbursed by Broker 5 days from closing date unless Broker is previously notified in writing by purchaser that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.

Pursuant to paragraph 2, upon written instructions from the Broker and the authority granted in this Irrevocable Letter of Instruction I authorize and approve FIDELITY LAWYERS TITLE AGENCY, to follow the instructions from the Broker as to the distribution of my down payment.

Further, I agree to hold FIDELITY LAWYERS TITLE AGENCY harmless for any such expenditures to any individuals or entities.

I have reviewed the Contract to Purchase at Public Auction dated MARCH 16, 2017, and this Irrevocable Letter of Instruction:

1. I understand the terms and conditions of both documents.
2. I am voluntarily entering these agreements.
3. I realize that this authorization could result in none of my down payment being returned to me.

Dated: MARCH 16, 2017

Multi-Par Auction Method

- We will be selling the property by the Multi-Par Auction Method.
- We will start by offering tracts 1 - 9 individually.
- We will hold the high bid on each tract at that point.
- At this point, buyers may put any combination together that they wish.
- The computer will tell the bidder what price is needed to break the bid on individual tracts to allow that combination.
- Minimum increases will be in \$500.00 per tract amounts.
- You may increase your own bid on any single tract or combination at any time.
- Bidding is not over until the Auctioneer declares all parcels sold.
- Bid boards will show the high bidders and their combinations during the Auction.
- Bidders should not leave the Auction until all bidding is complete. Even if you are not in a winning position for most of the Auction, you may be brought back into a winning position at the last minute because of the bidding of others.
- All decisions of the Auctioneer shall be final.

Helpful Bidding Tips

- Bid on only the tracts that you want to own. If you only want a single tract then bid when it is available. If you want multiple tracts then bid when combination of tracts are permitted.
- Remember any bid posted is considered active and could be back in winning position any time during the auction.
- Don't wait to bid at the end... prices don't go down. Waiting only invites more people to jump in at the last moment. Remember, it's better to defend your position than to take it from someone else. Use the auction floor personal to help you with the math during the auction event.

