

MAJOR LAND

AUCTION

BEECHWOOD

251

ACRES

in 7 tracts

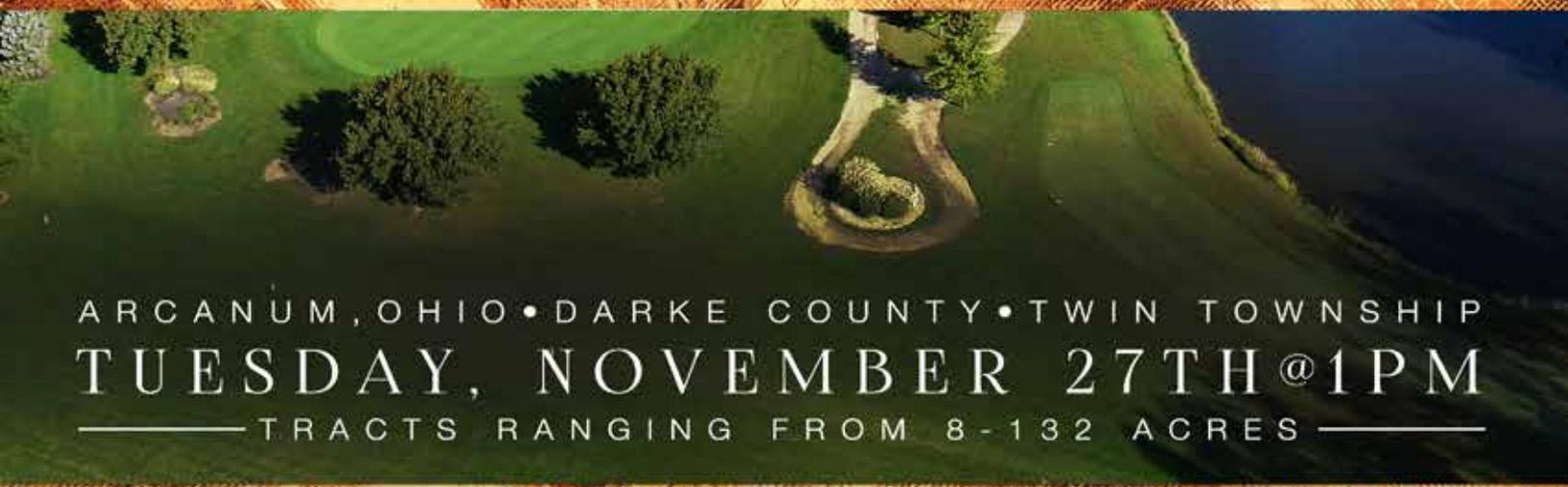
GOLF COURSE

*Top Condition - TURNKEY OPPORTUNITY
Totally Irrigated course with Multiple Ponds
Potential Estate Building Sites*

*27 HOLE Fully Developed Golf Course
Impressive Clubhouse & Banquet Facility
Abundant Road Frontage*



INFORMATION BOOKLET



ARCANUM, OHIO • DARKE COUNTY • TWIN TOWNSHIP
TUESDAY, NOVEMBER 27TH @ 1PM
— TRACTS RANGING FROM 8 - 132 ACRES —

 **SCHRADER**
Real Estate and Auction Company, Inc.

800-451-2709

SchraderAuction.com



ONLINE BIDDING AVAILABLE

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A U C T I O N
R E G I S T R A T I O N



BIDDER PRE-REGISTRATION FORM

**TUESDAY, NOVEMBER 27, 2018
251 ACRES – ARCANUM, OHIO**

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Fax # 260-244-4431, no later than Tuesday, November 20, 2018.
Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

Brochure Newspaper Signs Internet Radio TV Friend

Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

Regular Mail E-Mail E-Mail address: _____

Tillable Pasture Ranch Timber Recreational Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

Online Auction Bidder Registration
251± Acres • Arcanum, Ohio
Tuesday, November 27, 2018

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Tuesday, November 27, 2018 at 1:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; Fax 260-244-4431

For wire instructions please call 1-800-451-2709.

7. My bank routing number is _____ and bank account number is _____.
(This for return of your deposit money). My bank name, address and phone number is:

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Tuesday, November 20, 2018**. Send your deposit and return this form via fax to: **260-244-4431**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-229-1904.



BEECHWOOD
GOLF COURSE

1476 State Route 503

Arcanum, Ohio 45304

Established 27 Hole Golf Course in Darke County Ohio. Beechwood is Darke County's only 27 Hole Golf Course. Beautiful rolling hills with lush green grass. Providing a challenging front 9 beginning with pond on number one, travel through the woods, ending up with a short par 3. The back nine provides an open view of the course. Finally, the additional 9 holes – Beechwoods newest addition- offers views of the homes and open areas with water challenging your golfing abilities.

RATES

Weekday Rates

<i>Regular</i>	18 Holes & Cart.....\$28	9 Holes & Cart.....\$18
	18 Holes Walking....\$18	9 Holes Walking...\$11
<i>Senior & Junior</i>	18 Holes & Cart.....\$25	9 Holes & Cart.....\$16
	18 Holes Walking....\$17	9 Holes Walking...\$10

Weekend Rates Before 2pm

<i>Regular</i>	18 Holes & Cart.....\$35	9 Holes & Cart.....\$20
	18 Holes Walking...\$20	9 Holes Walking...\$14
<i>Senior & Junior</i>	18 Holes & Cart.....\$33	9 Holes & Cart.....\$18
	18 Holes Walking...\$20	9 Holes Walking...\$14

Weekend Rates - (after 2pm)

Weekday Rates Apply.

SEASON PASS RATES

2018 Season Passes

Walking Passholder	\$570
W/Cart Pass	\$920
Couples Pass	\$1500
Junior Pass	\$295
W/Cart Pass	\$645
Range Pass	\$125
Range Pass add-on	\$ 50

Season Pass Renewal Rate

(Greens Fees Only renewals)

Greens Fees	\$520
Greens Fees	\$495
Greens Fees	\$475

CONTACT US

North of I-70, 15 minutes; South of Greenville 15 minutes; 30 east of Richmond, IN

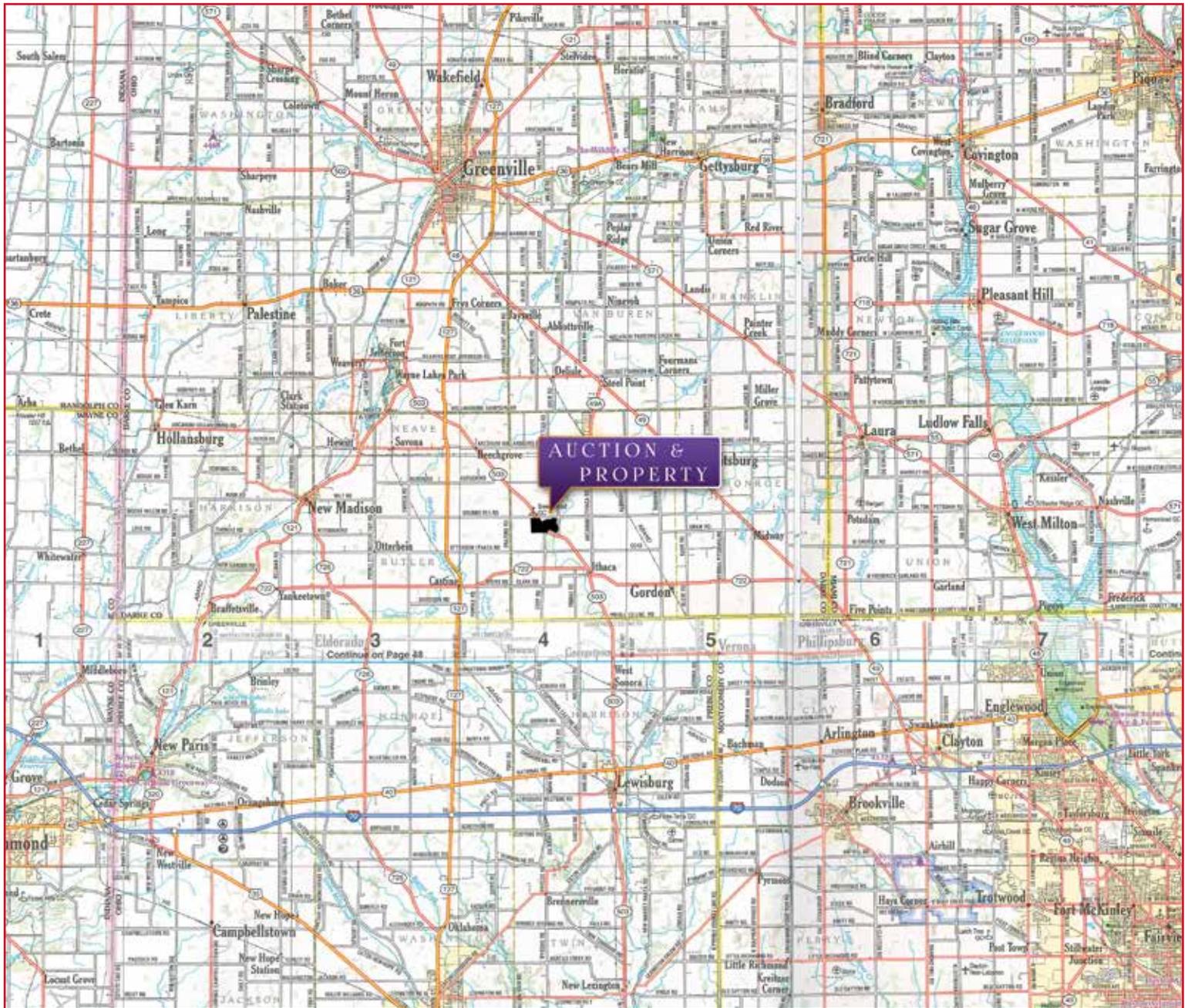
proshop@beechwoodgc.com - www.beechwoodgc.com - 937-678-4422



LOCATION &
AERIAL MAP



LOCATION MAP



PROPERTY LOCATION & AUCTION SITE

1476 St. Rt. 503, Arcanum, OH 45304. From I-75 take Exit 14 (SR 503) north 9 miles to the property. You will find frontage on OH SR 503, Grubbs Rex Rd., Loop Rd. and Littles Road.



AERIAL TRACT MAP







C O U N T Y
T A X M A P S



COUNTY TAX MAP



No guarantee is made as to the accuracy of the maps and data and they should not be relied upon for any purpose other than general information.

COUNTY TAX MAP

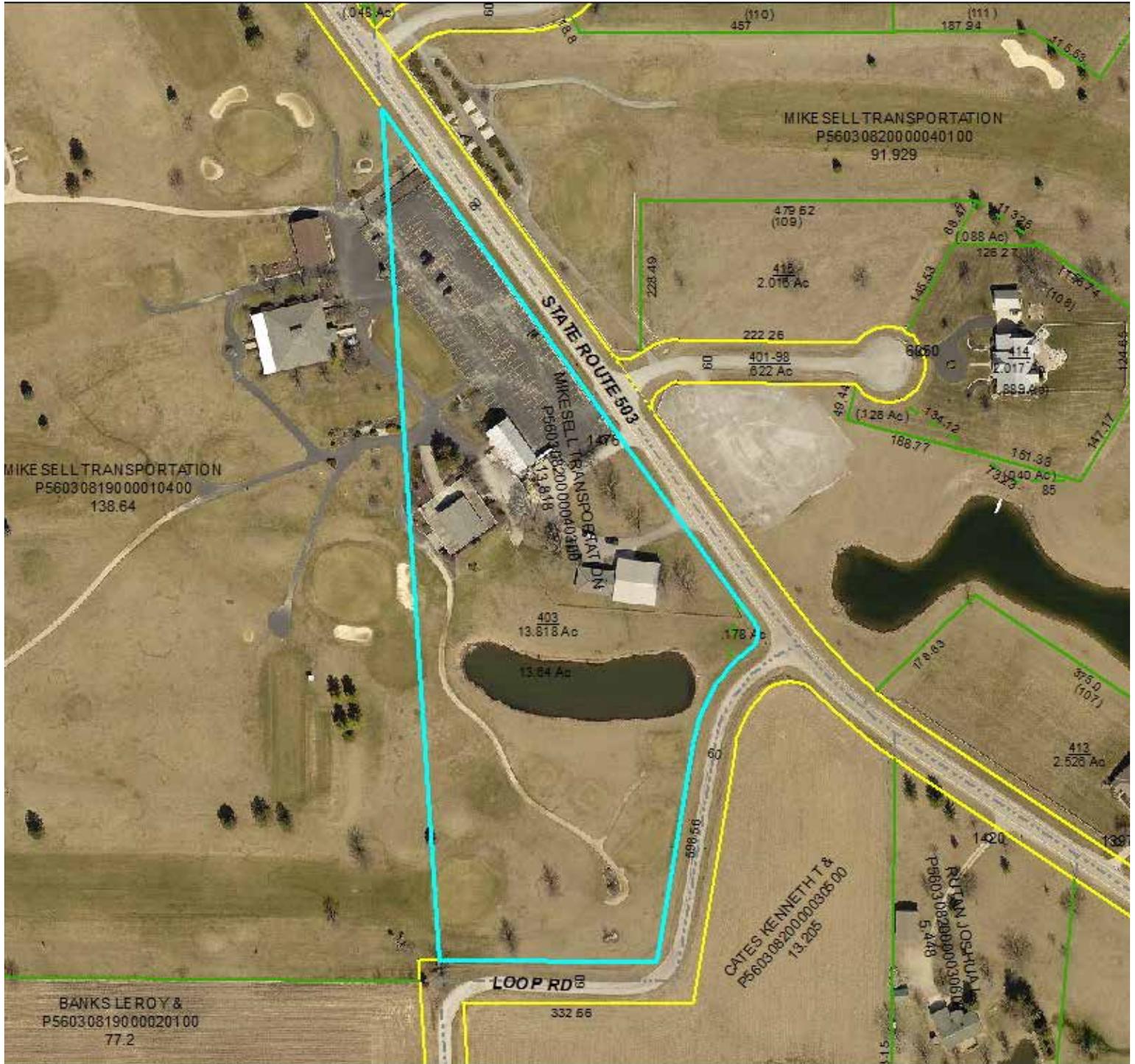


No guarantee is made as to the accuracy of the maps and data and they should not be relied upon for any purpose other than general information.



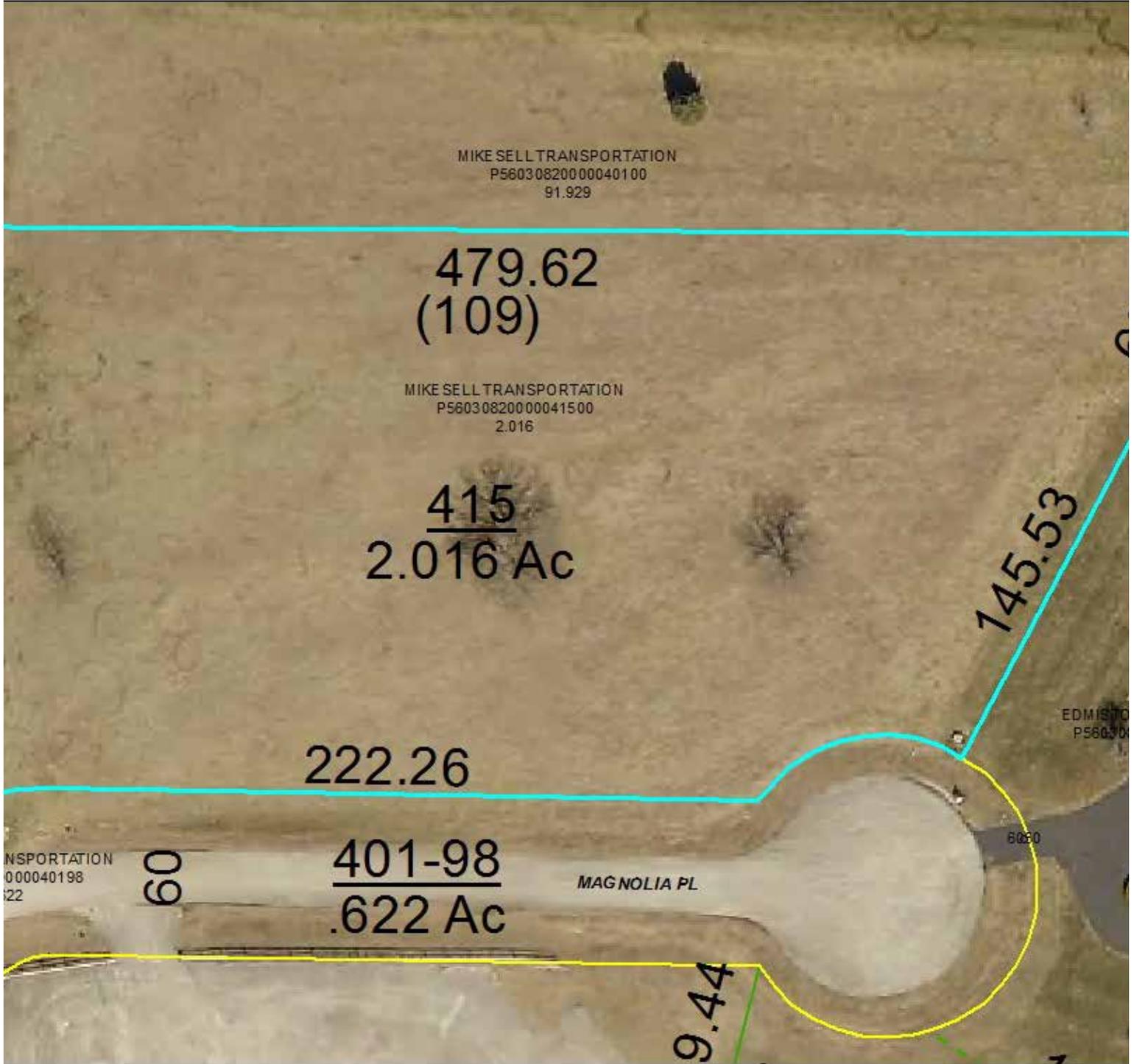
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COUNTY TAX MAP



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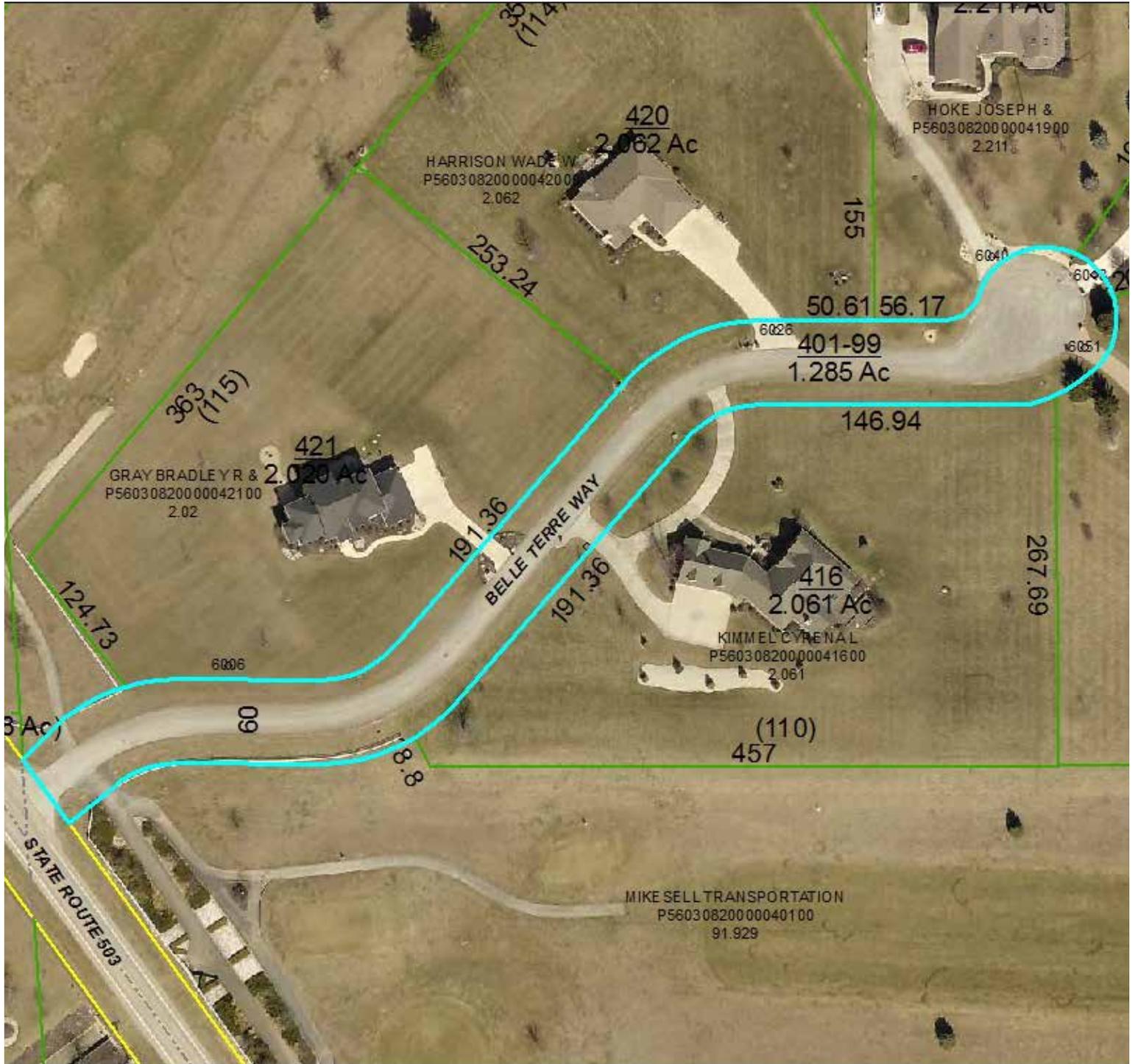


COUNTY TAX MAP



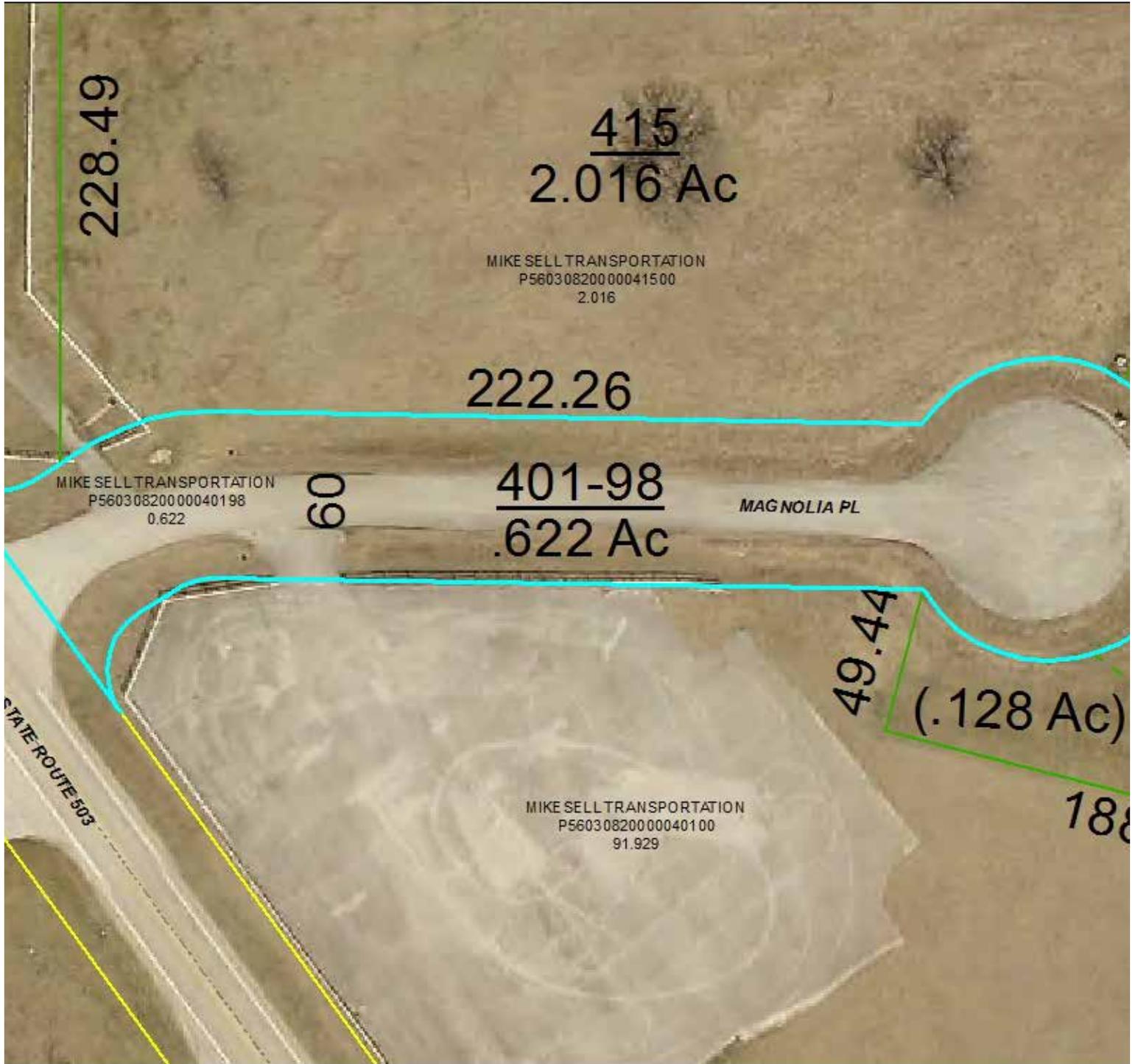
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COUNTY TAX MAP



No guarantee is made as to the accuracy of the maps and data and they should not be relied upon for any purpose other than general information.



PLAT
RESTRICTION



PLAT RESTRICTION

PLAT RESTRICTIONS

1. EACH HOUSE 2,200 SQ. FT. MINIMUM LIVING SPACE.
2. OUTBUILDINGS MINIMUM 400 SQ. FT., MUST BE OF SAME QUALITY AS HOUSE. ONLY ONE OUTBUILDING PER LOT NOT INCLUDING GAZEBO. (GAZEBOS ACCEPTED REGARDLESS OF SIZE.)
3. NO FARM FENCE OR CHAIN LINK FENCE. MUST BE PRIVACY FENCING OR DECORATIVE FENCING.
4. NO UNLICENSED VEHICLES PARKED OUTSIDE.
5. NO BOATS OR MOTOR HOMES PARKED OUTSIDE.
6. NO FARM ANIMALS OR EXOTIC ANIMALS.
7. DOGS MUST BE LEASHED OR INSIDE SECURITY FENCE. (SUCH AS WIRELESS.)
8. DRIVEWAYS MUST BE CONCRETE, BLACKTOP OR DECORATIVE STONE. NO GRAVEL DRIVEWAYS.
9. 1,500 FT. MINIMUM LEACH BED AND CURTAIN DRAIN OR 500 FT. PER BEDROOM. (WHICHEVER IS GREATER.)
10. ALL PROPERTY HAS TO BE MAINTAINED WEEKLY (MOWED AND TRIMMED), EVEN IF THERE ARE NO BUILDINGS ON PROPERTY.
11. NO FIRES OR TRASH BURNING.
12. SWIMMING POOLS ARE ALLOWED AS LONG AS THEY COMPLY TO STATE LAWS (FENCING AND ETC.)
13. NO HOUSETRAILERS TEMPORARY OR PERMANENT.
14. NO MOBILE HOMES.
15. PROPANE OR FUEL TANKS MUST BE CONCEALED BY FENCING OR LANDSCAPING.
16. THE PROPOSED TWO ROADS (APPROX. 1500 FT. TOTAL) WOULD BE BUILT TO COUNTY STANDARDS AND REMAIN PRIVATE ROADS.
17. ON LOTS 103, 104, 106, 118, 120, AND 121 WHERE FILL MATERIAL HAS BEEN PLACED, THE FILL SHALL BE EXCAVATED AND COMPACTED 3.5 FEET BEYOND ANY FOUNDATION. COMPACTION OF FILL SHALL BE IN SIX INCH LAYERS TO 100 PERCENT OF "MODIFIED PROCTOR." ASTM D 1557. FIELD DENSITY TESTS SHALL BE PERFORMED USING THE NUCLEAR METHOD IN ACCORDANCE WITH ASTM D 2922. ALLOW TESTING SERVICE TO INSPECT AND APPROVE EACH SUBGRADE AND FILL LAYER BEFORE FURTHER BACKFILL OR CONSTRUCTION WORK IS PERFORMED.
18. LOTS 103, 104, 106, 118, 120, AND 121 SHALL BE INSPECTED BY THE DARKE COUNTY HEALTH DEPARTMENT PRIOR TO ANY BUILDING CONSTRUCTION.
19. BASEMENTS WILL NOT BE PERMITTED ON LOTS 103, 104, AND 106.

NOTES

- LOT #103 WAS FILLED 0' TO 2' THE ENTIRE LOT.
- LOT #104 WAS FILLED 0' TO 5' NORTH 2/3 OF LOT, SOUTH 1/3 OF LOT IS ORIGINAL.
- LOT #106 WAS FILLED 0' TO 6' THE ENTIRE LOT.
- LOT #118 EXISTING SWALE TO BE RELOCATED TO EAST SIDE OF LOT.
- LOT #120 WAS FILLED 0' TO 7' EAST 1/2 OF LOT, WEST 1/2 OF LOT IS ORIGINAL.
- LOT #121 WAS FILLED 0' TO 7' THE ENTIRE LOT.

678-4422



BEECHWOOD GOLF ESTATES
DEED RESTRICTIONS

DATE: 09-6-95

L.V. PRODUCTS CO.
L.S.K.

REGISTERED ENGINEERING SURVEYOR
STATE OF MISSISSIPPI
NO. 10118

DATE: 09-6-95

LSK

PLAT NUMBER 7 0 400.000 RESTRICTIONS AND ESTATES INTS 101-191



TWIN TOWNSHIP PLANNED
UNIT DEVELOPMENT GUIDELINES



- B. They shall be designed to have low flood damage potential.
- C. They shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of flood waters.
- D. They shall be firmly anchored to prevent flotation.
- E. Service facilities such as electrical and heating equipment shall be elevated or floodproofed.

SECTION 308 PLANNED RESIDENTIAL DISTRICT REGULATIONS

- 308.01 Purpose of District.** The planned residential district is intended to provide flexibility in the arrangement and design of residential neighborhoods, based upon a unified development plan conceived and carried out for an entire area. Within this district, appropriate and reasonable population is maintained while a variety of dwelling unit types is encouraged. Natural features such as topography, trees, and drainageways are encouraged to remain in their natural state to the degree possible. Such developments are generally characterized by a significant proportion of usable open space and a unified design concept with particular attention devoted to the periphery of the development, the overall objective being the compatibility of the development with its surroundings.
- 308.02 Minimum Project Area.** The minimum land area required for a residential planned development shall be twenty (20) acres.
- 308.03 Density.** Every preliminary plan application for a residential planned unit development shall designate the corresponding residential district or districts which reflect the intended density and types of residential uses for each segment of the site in which residential land uses are to be located. Although the lot design requirements may be waived for the approval of the final plan, the overall gross density which would normally be permitted under the designated residential district or districts must be maintained.
- 308.04 Permitted Uses.** Only those uses which are specified as permitted, accessory, or conditional uses within the designated residential district or districts designated on the preliminary plan may be included within the planned development.
- 308.05 Minimum Development Standards.** The minimum lot area, minimum lot frontage, and yard and maximum lot coverage requirements may be varied to allow for greater creativity in site design and structural design within the residential planned development. However, all spacing between principal structures shall be subject to the approval of the Zoning Commission upon consultations with the Fire Chief.
- 308.06 Height Requirements.** The height of any structure within a residential planned development shall be subject to approval by the Zoning Commission upon consultation with the Fire Chief.
- 308.07 Required Off-Street Parking, Loading, and Drive-Through Spaces.** All accessory off-street parking, loading, and drive-through waiting spaces shall be provided in accordance with Article 6 unless otherwise approved in the plan.
- 308.08 Signs.** All signs within the residential planned unit development shall be in accordance with Article 7 unless otherwise approved in the plan.
- 308.09 Underground Utilities Required.** Underground utilities, including telephone and electrical systems, are required within the limits of all planned developments. Appurtenances to these systems which can be effectively screened may be excepted from this requirement if Twin Township finds that such exemption will not violate the intent or character of the proposed

planned unit development.

308.10 Required Open Space. Each residential planned development shall have acreage devoted to common open space which shall be designed for the leisure and recreational use of all residents or users within the planned development and may be designed for the leisure and recreational use of the general public. All common open space shall be in accordance with the following:

- A. The location, shape, size and character of common open space shall be suitable for the planned development in relation to the location, number, and types of dwelling units it is intended to serve. In any case, it shall be highly accessible to all residents or users of the planned development.
- B. The common open space shall be used for amenity and/or recreational purposes. Any uses and/or buildings authorized for the common open space must be appropriate to the scale and character of the planned unit development in relation to its size, density, expected population, topography, and the type of dwellings.
- C. The common open space must be suitably improved for its intended use, but common open space containing natural features worthy of preservation may be left unimproved. The buildings, structures, and improvements which are permitted in the common open space must be appropriate to the uses which are authorized for the common open space and must conserve and enhance the amenities of the common open space with regard to its topography and unimproved condition.
- D. The proposed common open space may be conveyed to a public authority which will agree to maintain the common open space and any buildings, structures or improvements which have been placed on it. All land dedicated to the public must meet the requirements of the appropriate authority as to size, shape, and location. Public utility or other similar easements and right-of-way for water courses or other similar channels are not acceptable for common open space dedication unless such land or right-of-way is usable as a trail or other similar purpose and approved by the authority to which the land is dedicated.
- E. The proposed common open space may be conveyed to the trustees of a Homeowners Association or similar organization formed for the maintenance of the planned development. The common open space may be conveyed by covenants under such an arrangement subject to approval by Twin Township. Such covenants shall restrict the common open space to the uses specified on the final development plan and provide for the maintenance of common open space in a manner which assures its continuing use for its intended purpose.

308.11 Conflict With Other Sections. Because of the special characteristics of planned developments, special provisions governing the development of land for this purpose are required. Whenever there is a conflict or difference between the provisions of this Section and those of the other Articles of this zoning resolution, the provisions of this Section shall prevail. Subjects not covered by this section shall be governed by the respective provisions found elsewhere in this zoning resolution.

308.12 Ownership and Divisions of Land. No tract of land may be considered for or approved as a planned development unless such tract is under single ownership or evidence of unified control of the entire site is submitted with the application. The landowner of an approved planned development shall not divide and/or transfer parts of such development unless any successor in title has been bound to complete, use, and maintain each such unit in strict conformance with the adopted final master development plan.

308.13 Relationship to the Darke County Subdivision Regulations. The uniqueness of each proposal for a planned development may require that there be modification from the specifications established in the Subdivisions Regulations of Darke County, Ohio. Modifications may be incorporated only with the approval of the Darke County Planning Commission.

308.14 Criteria for Approval of Planned Developments. Before the approval of any Planned Unit Development is granted, the Zoning Commission and Township Trustees shall find that the facts submitted with the application meet the following criteria:

- A. The Planned Development shall be consistent in all respects with the Darke County Land Development Plan.
- B. The Planned Development shall provide a more desirable and more diverse environment than would be possible under strict application of the standard minimum design requirements of other districts provided within this zoning resolution.
- C. The Planned Development shall provide a development pattern which preserves and utilizes the natural topography, geologic features, scenic vistas, natural vegetation, and natural drainage patterns of the site.
- D. The Planned Development shall provide an environment of stable character which promotes a harmonious relationship between land uses within the site and a harmonious relationship with surrounding development.
- E. The Planned Development shall promote greater efficiency in the use of land, but shall not impose an undue burden on public services and facilities such as fire and police protection, schools, water supply, and wastewater disposal due to excessive population densities.
- F. The Planned Development shall be accessible from public thoroughfares adequate to accommodate the traffic which will be imposed on them by the proposed development, and the proposed streets and parking areas within the site shall be adequate to serve the proposed arrangement of land uses.
- G. The Planned Development shall provide a more spacious and useful pattern of open space and recreation areas than would normally be required under the strict application of existing zoning and subdivision requirements.
- H. The Planned Development shall be designed in such a way that each individual section of the development, as well as the total development, can exist as an independent section capable of creating an environment of sustained desirability and stability, or that adequate assurance has been provided that such an objective will be attained.
- I. If governmental ownership is planned for common open space or recreational facilities within the Planned Development, its acceptance shall be approved with or prior to the rezoning action. If it is proposed that such open space be owned and/or maintained by any entity other than a governmental authority, copies of the proposed articles of incorporation and by-laws of such entity shall be submitted.



OHIO AGENCY
DISCLOSURE STATEMENT



OHIO AGENCY DISCLOSURE STATEMENT - PG 1

SEP-26-2018 01:18A FROM:

TO: 12602444431

P. 7

ADDENDUM A AGENCY DISCLOSURE STATEMENT



AUCTION SALES: Notwithstanding any other provision, Schrader Real Estate and Auction Company, Inc. and its agents and associates will represent only the seller in connection with the sale of real estate at an auction conducted by this firm.



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: 251.296 (+/-) acres in Darke County, (Arcanum, OH) Twin Township

Buyer(s): _____

Seller(s): Mikesell Transportation Brokers (Golf Coarse)

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

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

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) RD Schrader and all licensed agents of SRE&AC, Inc. and real estate brokerage Schrader Real Estate & Auction Company, Inc. will

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

CONSENT

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

BUYER/TENANT _____	DATE _____	<u>Brian Mikesell</u>	DATE <u>9-24-18</u>
SELLER/LANDLORD _____	DATE _____		
BUYER/TENANT _____	DATE _____	SELLER/LANDLORD _____	DATE _____

OHIO AGENCY DISCLOSURE STATEMENT – PG 2

SEP-26-2018 01:18A FROM:

TO: 12602444431

P.8

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 CONSUMER
GUIDE TO AGENCY



OHIO CONSUMER GUIDE TO AGENCY – PG 1

SEP-26-2018 01:16A FROM:

TO: 1260244431

P. 4

CONSUMER GUIDE TO AGENCY RELATIONSHIPS**Schrader Real Estate and Auction Company, Inc.**

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

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 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,

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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.

Working With Schrader Real Estate and Auction Company, Inc.

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

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

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

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

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

Working With Other Brokerages

When **Schrader Real Estate and Auction Company, Inc.** lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Schrader Real Estate and Auction Company, Inc.** does reserve the right, in some instances, to vary the compensation it offers to other brokerages.

As a seller, you should understand that just because **Schrader Real Estate and Auction Company, Inc.** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead, that company will be looking out for the buyer and **Schrader Real Estate and Auction Company, Inc.** will be representing your interests.

When acting as a buyer's agent, **Schrader Real Estate and Auction Company, Inc.** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

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PICTURES















































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