



WILSON NATIONAL LLC

A REAL ESTATE & AUCTION GROUP

Mark Wilson • Brandon Wilson
 8845 St. Rt. 124, Hillsboro, Ohio 45133
 (937) 393-3440 or 1-800-450-3440
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Confirmation of Sale

THIS MEMORANDUM OF SALE AND AGREEMENT, Made and entered into at City of Waynesville
 State Ohio, this 4th day of October, 2023, by and between: Robert Forsee Trustee
Dwight W. Michener Trust
 of Rt. or Street 4455 Elliot Ave, City Dayton, State Ohio
 Phone _____, hereinafter called the Seller, and Purchaser: _____
 _____ of Rt. or Street _____ City _____
 State _____, Phone _____, hereinafter called the Purchaser.

WITNESSETH:

THAT WHEREAS, the Seller has offered for sale at public auction through WILSON NATIONAL LLC. of Hillsboro, Ohio, the following described premises: 101.7+/- Acres located at 4980 Old SR 73, Waynesville, OH,
Wayne Township, Warren County together with all appurtenances and hereditaments thereunto belonging, but subject to all legal highways and existing easements, and WHEREAS, the purchaser has this day bid in at public auction and has purchased all of said property for the sum of (\$ _____)

NOW THEREFORE, it is agreed to the following terms: Cash on Delivery of Deed.

- That Purchaser agrees to pay the sum of \$ _____ upon execution of this agreement, the receipt of which is hereby acknowledged by the Seller, and \$ _____ on delivery of deed.
- EARNEST MONEY** - The down payment in this transaction is to be held by Wilson National LLC Trust Account of Wilson National LLC, 8845 SR 124, Hillsboro, Ohio until deed is delivered. In the event the Purchaser does not close on this transaction in a timely manner to no fault of the Seller, the Seller may choose any legal remedy available including but not limited to enforcing this contract via a specific performance legal action, a lawsuit for damages, or electing to declare this contract null and void and retaining the Purchasers Earnest Money. If the Seller elects to declare this contract null and void and retains said earnest money, Seller must give a 10 day notice in writing to Purchaser of such action. During this 10 day period the Purchaser shall have the right to close this transaction. In the event the Seller declares this contract null and void and retains said earnest money, by the signing of this agreement both Purchaser and Seller agree to release each other and Wilson National LLC, and all their agents and employees from any and all claims and demands whatsoever of any nature, kind or description arising out of or connected with directly or indirectly, the contract and the same is hereby agreed to be null and void and of no effect except for the retention of said earnest money by Seller.
- TAXES** Pro-rated to closing date.
- CAUV TAXES** - The CAUV tax recoupment if applicable will be the responsibility of the Buyer
- CLOSING** - The Seller agrees to execute and deliver a good and sufficient Trustees Deed with release of dower on or about November 20, 2023
- POSSESSION** - The Seller agrees to give possession of said property on or about closing date
- No other terms, conditions or qualifications pertaining to this sale transaction were made or expressed except: Terms in auction brochure are an addendum to this agreement.
If buyer elects to do an IRS Section 1031 Tax Deferred Exchange please see addendum.

Confirmation of Sale (Continued)

- 8. Purchaser acknowledges having read the attached bidder packet and brochure which is an addendum to this confirmation and agrees to the terms and conditions as set forth in said packet and announcements made by Auctioneer on day of sale.
- 9. **CONDITIONS OF IMPROVEMENTS:** Seller agrees that on Possession of the Real Estate it shall be in the same condition as it is on the date of this contract except for ordinary wear and tear and casualty damage for perils insurable under a standard fire policy with extended coverage. If the Real Estate is damaged or destroyed by fire or other casualty and if, prior to Closing, the Real Estate is not repaired or restored by and at the cost of the Seller as it was prior to the damage or destruction, then Buyer may terminate this Contract by written notice to Seller, and the Earnest Money deposit shall be returned to Buyer. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Buyer.
- 10. **AGENCY DISCLOSURE STATEMENT:** Buyer acknowledges having reviewed and signed the attached State of Ohio Disclosure Statement (if applicable)
- 11. **RESIDENTIAL PROPERTY DISCLOSURE FORM:** Buyer acknowledges receipt of the State of Ohio Residential Property Disclosure Form (if applicable).
- 12. **LEAD-BASED PAINT DISCLOSURE:** Buyer acknowledges waiving rights to a lead-base paint inspection (if applicable)
- 13. **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, 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."
- 14. **SOLE CONTRACT:** The parties agree that this contract constitutes their entire agreement and no oral or implied agreement exists. Any amendments to this contract shall be in writing, signed by all parties and copies shall be attached to all copies of the original contract. This contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 4th day of October, 20 23.

Sellers: _____ Purchasers: _____

WILSON NATIONAL LLC

By _____



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: 101.7+/- acres located 4980 Old SR 73, Waynesville, Wayne Twp., Warren County, OH

Buyer(s): _____

Seller(s): Robert Forsee Trustee - Dwight W. Michener Trust

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) Mark F. Wilson and real estate brokerage Wilson National 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 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



Department
of Commerce

Division of Real Estate
& Professional Licensing



Working With Wilson National LLC

Wilson National 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 Wilson National 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. Wilson National LLC will still supervise both agents to assure that their respective clients are being fully represented and will protect the party's confidential information.

In the event that both the buyer and seller are represented by the same agent that agent and Wilson National LLC 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 Wilson National LLC has listed. In that instance Wilson National 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 Wilson National LLC lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. Wilson National 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 Wilson National 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 Wilson National LLC will be representing your interests. When acting as a buyer's agent, Wilson National 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, 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.

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

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

Wilson National LLC

We are pleased you have selected Wilson National LLC to help you with your real estate needs. Whether you are selling, buying or leasing real estate Wilson National 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:

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 "sub agency" 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 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 confidentiality of all parties.

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