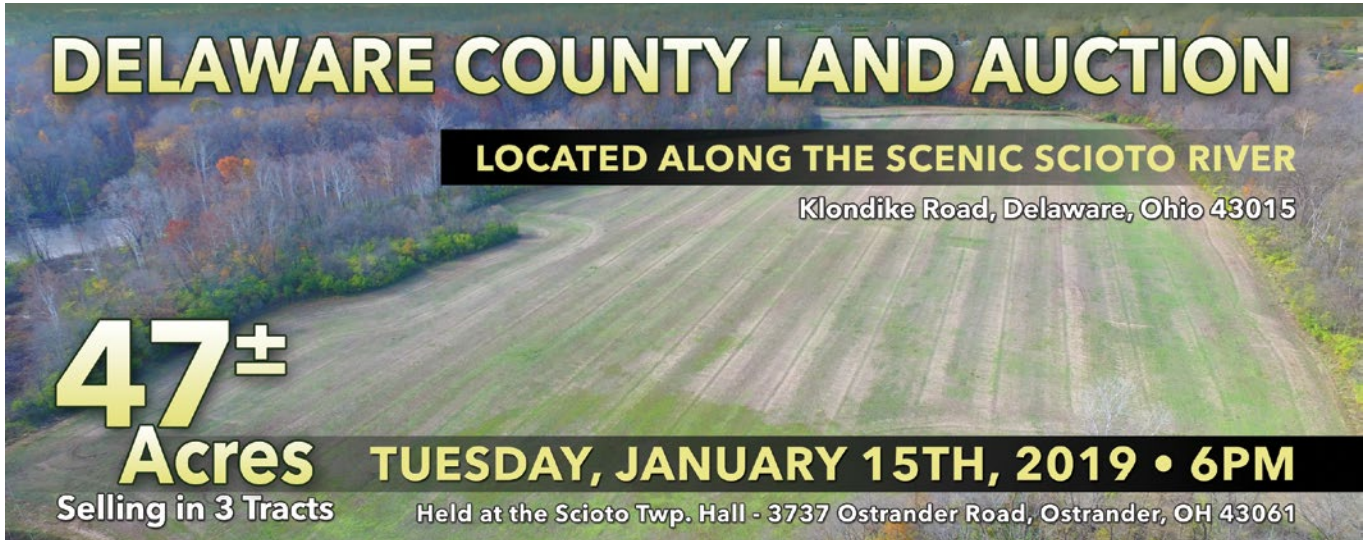
PROPERTY INFORMATION BOOKLET

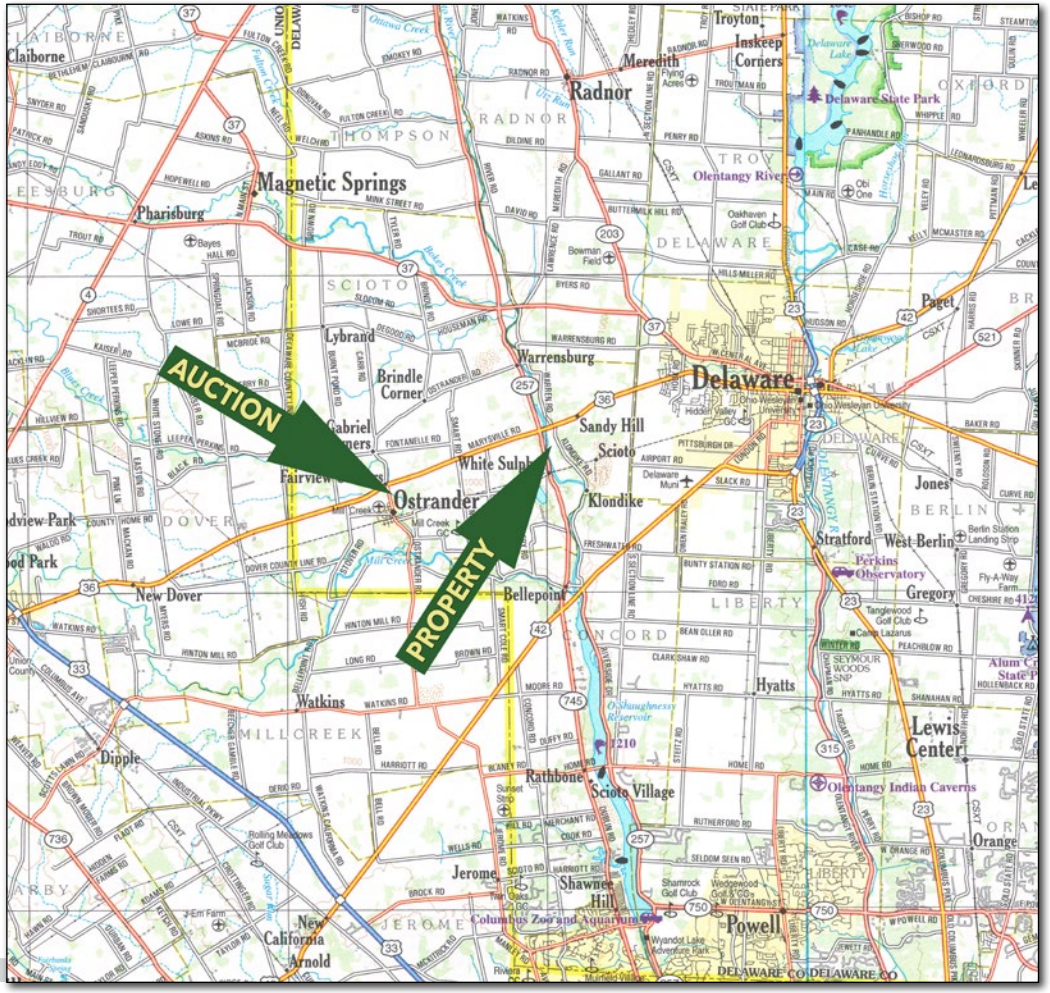


INFORMATION/INSPECTION DATE:
MONDAY, DECEMBER 17TH • 3 - 6 PM
SATURDAY, JANUARY 5TH • 11 AM - 2 PM
Meet a Wendt Group representative at the Tavern 42 - 5200 US 42 N, Delaware, Ohio 43015

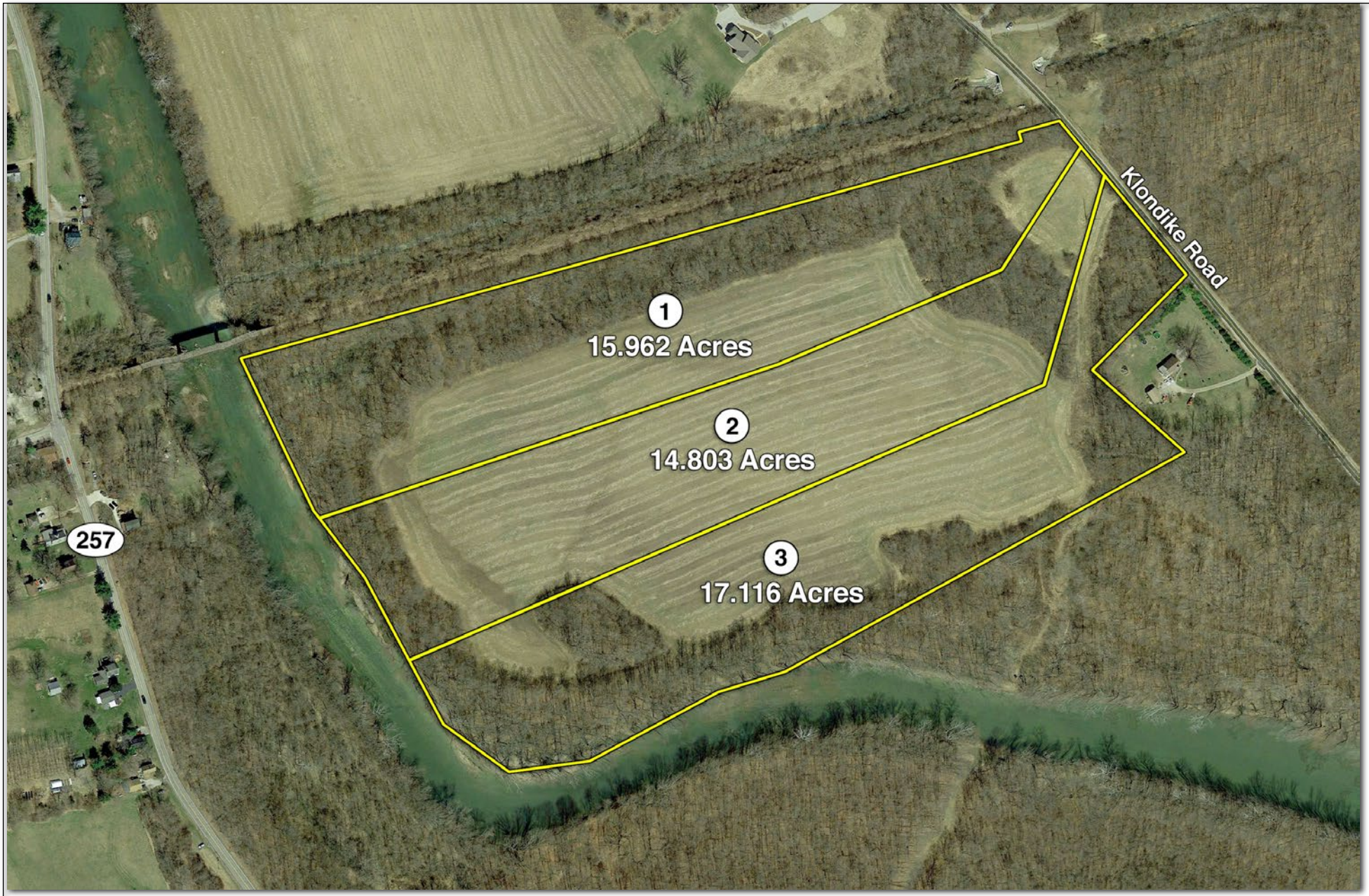
- **30 minutes to Columbus**
- **25 minutes to Dublin**
- **15 Minutes to Marysville**
- **15 Minutes to Powell**
- **10 Minutes to Delaware**

HELD OFF SITE AT SCIOTO TWP. HALL 3737 OSTRANDER RD., OSTRANDER, OHIO 43061

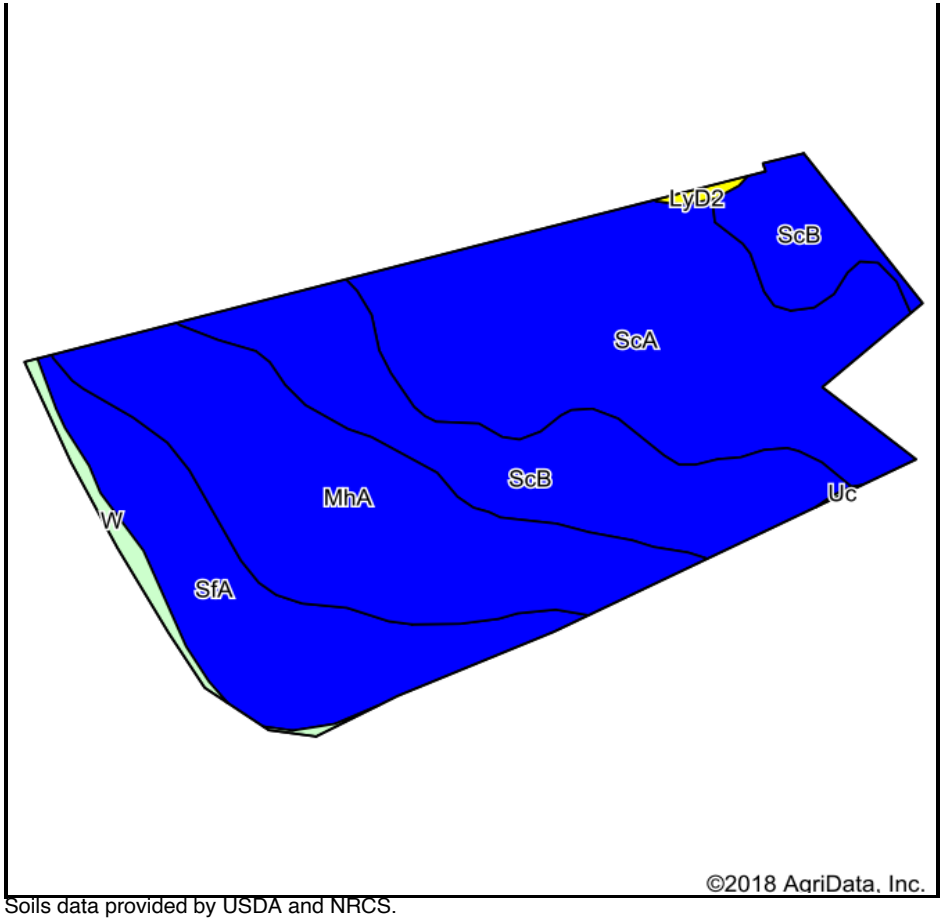
DIRECTIONS TO THE AUCTION SITE: From Adamsville, take SR-93 N. for 1 ½ miles to Salem Church Road. Turn south (right) and travel 1 mile to Knicely Road. Turn west (right) and the auction barn is on the south side of the road.



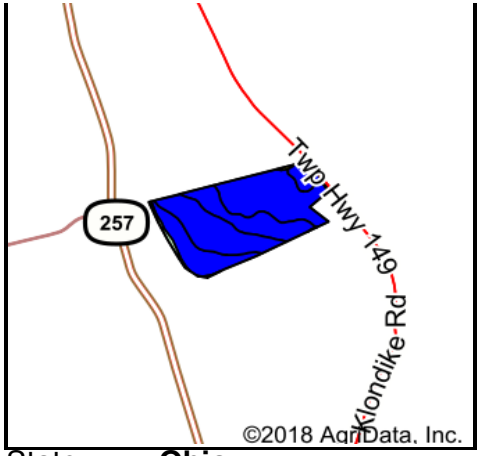
PROPERTY MAP



SOILS MAP



Soils data provided by USDA and NRCS.



State:	**Ohio**
County:	**Delaware**
Location:	**40° 16' 35.22, -83° 9' 3.43**
Township:	**Scioto**
Acres:	**47.88**
Date:	**10/26/2018**

THE WENDT GROUP
Land & Agricultural Assets

Maps Provided By:
surety® CUSTOMIZED ONLINE MAPPING

© Agridata, Inc. 2018 www.AgriDataInc.com

SOILS MAP

Area Symbol: OH041, Soil Area Version: 17

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Alfalfa hay	Bluegrass ladino	Corn	Kentucky bluegrass	Oats	Orchardgrass alfalfa hay	Soybeans	Winter wheat	*n NCCPI Soybeans	*eFOTG PI
ScA	Scioto silt loam, 0 to 2 percent slopes	15.45	32.3%		IIs	4	4	95	4	75	3.5	30	40	57	70
MhA	Millgrove silty clay loam, 0 to 2 percent slopes, rarely flooded	12.29	25.7%		IIw		5	145		95	4	50	55	66	97
ScB	Scioto silt loam, 2 to 6 percent slopes	11.21	23.4%		IIe	4	4	90	4	75	3.5	30	40	58	67
SfA	Scioto silt loam, 0 to 2 percent slopes, rarely flooded	7.97	16.6%		IIs	4	4	95	4	75	3.5	30	40	61	70
W	Water	0.82	1.7%											0	0
LyD2	Lybrand silt loam, 12 to 18 percent slopes, eroded	0.14	0.3%		IVe		4.5			60	3.8			37	61
					Weighted Average	**2.9**	**4.2**	**104.8**	**2.9**	**78.8**	**3.6**	**34.5**	**43**	***n 59.2**	**75**

*eftog PI: Obtained from the NRCS eFOTG (http://efotg.sc.egov.usda.gov)
*n: The aggregation method is "Weighted Average using major components"
*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

FSA INFORMATION MAP

Delaware County Farm Service Agency
557 Sunbury Rd, Suite C
Delaware, OH 43015
Phone: (740) 363-3671
Fax: (855) 832-5981

Farm: 3968
Tract: 408

Print Date: 11/23/2018

N

inch = 500 feet

All of the below are true unless otherwise indicated:

All crops=Non-Irrigated
All crops used for grain
Wheat=SRW
Corn=Yellow
Soybeans=COM

Legend

CLU Boundary

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

HEL Highly Erodible Land Determination
NHEL Not Highly Erodible Land Determination
UHEL Undetermined Highly Erodible Land Determination
CRP Conservation Reserve Program

USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or the 2011 ortho rectified imagery for Ohio. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside of FSA Programs.

Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations contact NRCS.

FSA INFORMATION

OHIO
DELAWARE
Form: FSA-156EZ
See Page 2 for non-discriminatory Statements.

United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 3968
Prepared : Nov 23, 2018
Crop Year : 2019

Operator Name : RICHARD ASHBROOK
Farms Associated with Operator : 39-041-3968
CRP Contract Number(s) : None
Recon ID : None

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
48.44	27.35	27.35	0.00	0.00	0.00	0.00	0.00	Active	1

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	27.35	0.00	0.00		0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	CORN, SOYBN	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield	HIP
Corn	4.23	0.00	0	115	
Soybeans	12.67	0.00	0	31	
TOTAL	**16.90**	**0.00**			

NOTES

FSA INFORMATION

Tract Number	:	**408**
Description	:	D6/1B
FSA Physical Location	:	OHIO/DELAWARE
ANSI Physical Location	:	OHIO/DELAWARE
BIA Unit Range Number	:	
HEL Status	:	NHEL: No agricultural commodity planted on undetermined fields
Wetland Status	:	Tract does not contain a wetland
WL Violations	:	None
Owners	:	RICHARD ASHBROOK, ANN ASHBROOK
Other Producers	:	None
Recon ID	:	None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
48.44	27.35	27.35	0.00	0.00	0.00	0.00	0.00
State Conservation	**Other Conservation**	**Effective DCP Cropland**	**Double Cropped**	**MPL**	**EWP**	**DCP Ag. Rel Activity**	**Broken From Native Sod**
0.00	0.00	27.35	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

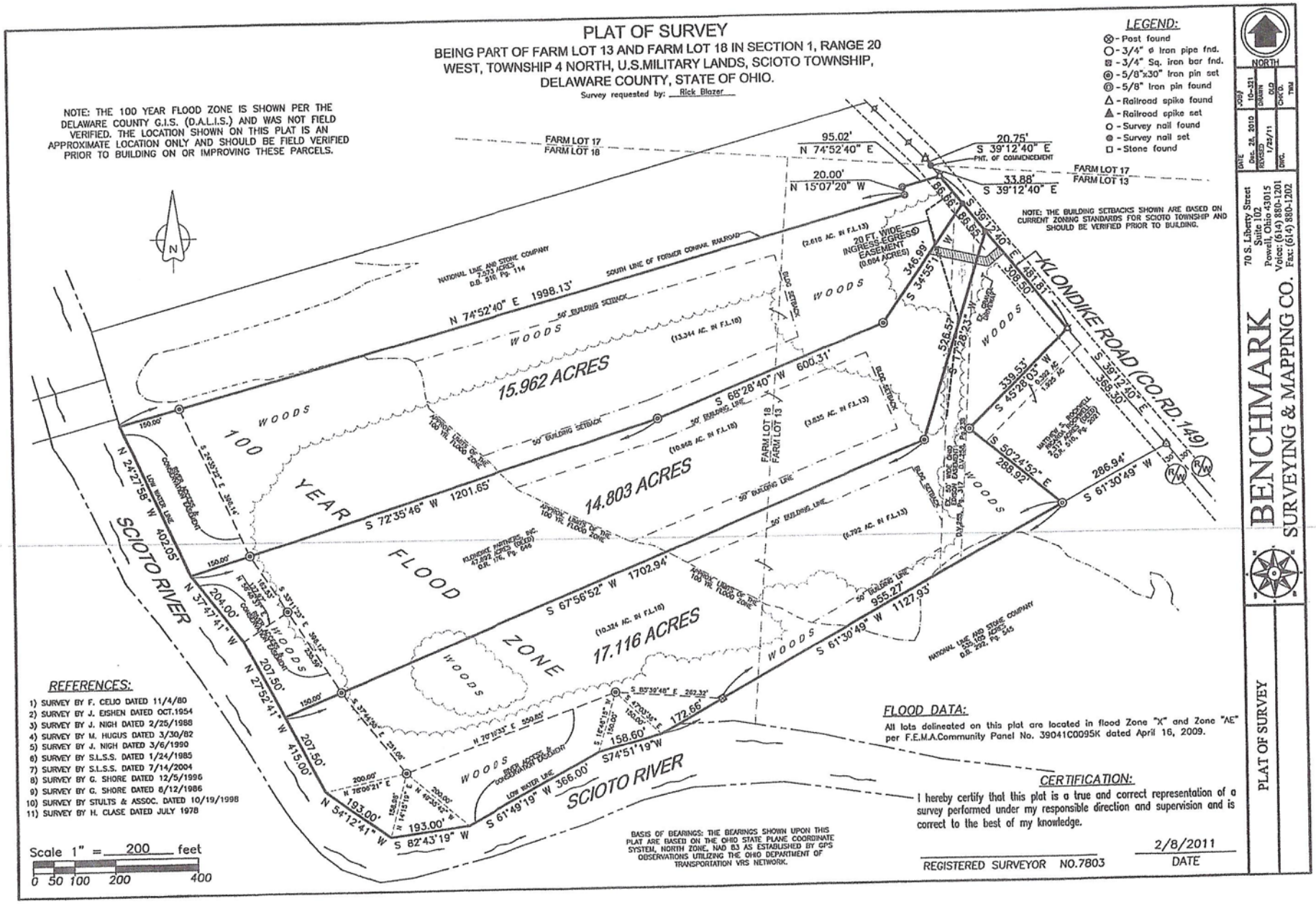
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield
Corn	4.23	0.00	0	115
Soybeans	12.67	0.00	0	31

Tract 408 Continued ...

TOTAL	**16.90**	**0.00**

NOTES

PROPERTY SURVEY



AUCTION TERMS & CONDITIONS

PROCEDURE: The property will be offered in 3 individual tracts, any combination of tracts, and as a total 47± acre unit. There will be open bidding on the tracts and the entire property during the auction as determined by the auctioneer. Bids on individual tracts, tract combinations, and the total property may compete.

DOWN PAYMENT: A $5,000 down payment is required on the day of the auction for each tract or combinations of tracts. The down payment may be made in the form of cashier's check, personal check, or corporate check. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, AND ARE CAPABLE OF PAYING CASH AT CLOSING.**

ACCEPTANCE OF BID PRICES: The successful bidder(s) will sign a Purchase Agreement at the conclusion of the auction. All final bid prices are subject to Seller's acceptance or rejection.

EVIDENCE OF TITLE: The Seller will provide a preliminary title opinion, certificate, or report to be made available to prospective bidders for review prior to bidding. If any Buyer elects to purchase title insurance, the cost thereof will be at such Buyer's sole expense. Seller will convey title free and clear of liens, but otherwise subject to all easements and matters of record. All tracts sold "AS IS".

DEED: Appropriate deed will be delivered at closing.

CLOSING: Closing will take place 45-60 days after auction date, or as soon thereafter as Seller's applicable closing documents are completed.

POSSESSION: Possession at closing.

REAL ESTATE TAXES: The Buyer(s) will assume the real estate taxes for the calendar year 2019 due and payable in 2020 and thereafter. If usage is changed, the Buyer is responsible for CAUV Recoupment.

TRACT MAPS; ACRES: Tract maps, depicted boundaries, and stated acres are approximates based on county parcel data, current legal descriptions, and/or aerial mapping software and are not provided survey products.

SURVEY: New surveys will be prepared where there is no existing legal description or where new boundaries are created by the tract division in this auction. The type of survey provided will be at the Seller's option. Survey costs will be shared equally between Buyer and Seller.

EASEMENTS: Sale of the property is subject to any and all easements of record.

MINERAL RIGHTS: The sale will include 100% of the mineral rights (if any) owned by the Seller.

AGENCY: The Wendt Group and its representatives are exclusively the agents of the Seller.

AUCTION CONDUCT: Conduct of the auction and increments of bidding are at the sole discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company.

ANY ANNOUNCEMENTS MADE THE DAY OF THE AUCTION TAKE PRECEDENCE OVER PRINTED MATERIAL

CONSUMER GUIDE

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

The Wendt Group, Inc.

We are pleased you have selected *The Wendt Group, Inc.* to help you with your real estate needs. Whether you are selling, buying or leasing real estate, *The Wendt Group, 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:

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

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

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

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

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

CONSUMER GUIDE CONTINUED

Working With *The Wendt Group, Inc.*

The Wendt Group, 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 ***The Wendt Group, 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. ***The Wendt Group, 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 ***The Wendt Group, 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 ***The Wendt Group, Inc.*** has listed. In that instance, ***The Wendt Group, 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 ***The Wendt Group, Inc.*** lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. ***The Wendt Group, 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 ***The Wendt Group, 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 ***The Wendt Group, Inc.*** will be representing your interests. When acting as a buyer's agent, ***The Wendt Group, 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.

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. (Effective: 9/28/11)

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

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

Name (Please Print)	Name (Please Print)
Signature Date	Signature Date

AGENCY DISCLOSURE

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: 47.88 +/- Acres Section | Scioto Township

Buyer(s): _____

Seller(s): Ana & Richard Ashbrook

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

The seller will be represented by _____ (AGENT(S)) and _____ (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) Michelle Kuhlwein and real estate brokerage The Wendt Group, 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) X _____ (SELLER/LANDLORD) 11/14/14 (DATE)

_____ (BUYER/TENANT) _____ (DATE) X _____ (SELLER/LANDLORD) 11/20/14 (DATE)

AGENCY DISCLOSURE

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

EQUAL HOUSING OPPORTUNITY

MICHELLE KUHLWEIN

REAL ESTATE AGENT
614.206.1405

Michelle joins The Wendt Group with 30 years of experience in the marketing and farming industry. On the farm, she focused on the day-to-day operations, buying and selling of grain futures, equipment purchases and maintenance, feed sales and managing of all the farms financials. As part of Nelson Auto Group she was responsible for buying newspaper, radio and TV spots, building promotional programs, managing a team of marketing personnel and finances. All of these experiences led Michelle to pursue her real estate license, where as part of the Wendt group, she hopes to provide the foundation for customers to make decisions that benefit them and their families in the highest regard.

Michelle's passion for helping others and her fundraising expertise have led to several successful campaigns over recent years, including $200K to the Jonathan Alder Athletic Boosters, $400K to the Ohio Youth Swine Committee and $75K to the Buckeye Cruise for Cancer / Urban and Shelley Meyer Fund for Cancer Research. At the Wendt group, she will use these skills to coach, mentor and guide others who are interested in building successful fundraisers for their community, school or cause.

Michelle and her husband, Larry and children Jared and Dustin reside in Ostrander, OH where they grow soybeans and corn, along with raising showpigs and cattle. Over the years, the family has been heavily involved in 4-H activities showing pigs and cattle, Michelle was a 4-H Advisor for 9-years with the Union County Connection. She was an active supporter of Jonathan Alder Athletics and was recognized by the OHSAA for her dedication and unprecedented fundraising amounts as the Booster Club president.

SPECIALIZING IN:

- Farm and Ranch Listings
- Commercial and Development Properties
- 1031 Tax Exchange Opportunities