



Dear Prospective Bidder:

We thank you for your interest in the upcoming Online Timed Auction of this **North Dayton Commercial Acreage, located at 3970 Salem Avenue, Dayton, Ohio.** The auction method of marketing real property is an exciting sales method and one that has developed into a premier method of marketing all types of real property.

The real estate sells via Timed Online Auction bidding ending Wednesday, July 28, at 3:00 PM. The information you will find in this package is information that will be useful in your evaluation of the real property. We have relied on publicly available data for the information presented in this Bidder Package and we believe it to be accurate and reliable. We recommend that you verify all information presented.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bart K. Sheridan", is written over the typed name.

Bart K. Sheridan, CAI
Auction Manager

★ N. DAYTON COMMERCIAL LOT ★

5.3 Acres ♦ Zoned N-B (Neighborhood Business District)

Bidding Ends: Wednesday ♦ July 28 ♦ 3:00 PM

TIMED ONLINE AUCTION

**3970 Salem Ave
Dayton, OH**

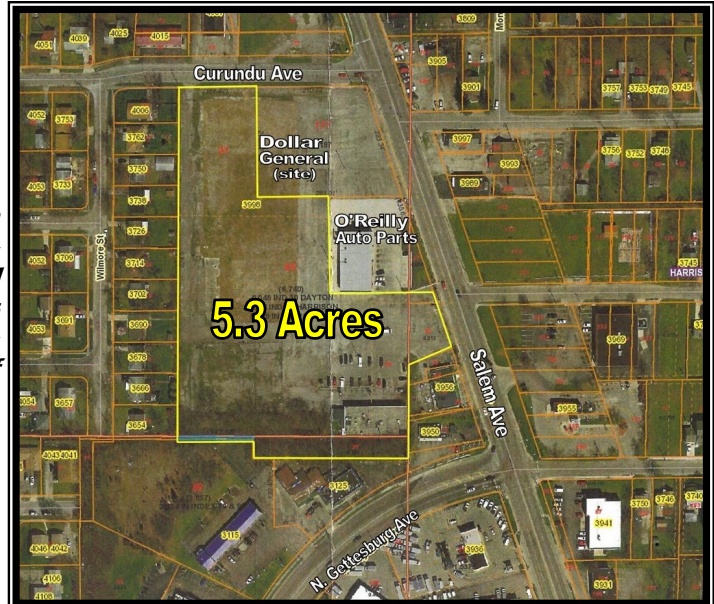
From I-70 just north of Dayton, go south off Exit 26 on SR 49 2 miles and veer left onto Salem Ave to property (just north of Gettysburg Avenue).

Large commercial building site just north of Dayton and 2.5 miles south of I-70. Easy access to I-75 and I-675. Surrounded by residential and other N-B zoned properties. Site surrounds newer O'Reilly Auto Parts and Dollar General stores and also features access on to Curundu Avenue. Strip mall building on south side of property (6,000 SF) is former home of El Greco's Pizza Villa and features five business store fronts.

- ★ Great location
- ★ All utilities
- ★ Level topography
- ★ Available NOW!

Also includes . . .

- ✓ Commercial restaurant hood
- ✓ Deep fryer
- ✓ Commercial oven
- ✓ Misc restaurant fixtures



Visit us on the web or contact Auction Agents for complete Bidder Package.

www.SheridanTeam.com

REAL ESTATE SALE TERMS

Bidding Procedure: The real property will sell to the highest bidder subject to confirmation of the Seller.

Acceptance of Bid Prices: Purchaser will sign the *Confirmation of Sale Agreement* (i.e. Purchase Agreement) via electronic signature or in person manually within 24 hours of auction unless other arrangements are agreed upon by Purchaser and Seller.

Buyer Premium: A 10% buyer premium will be added to the final bid price from the auction to achieve the final contract price (e.g. \$100,000 bid price + 10% buyer premium = \$110,000).

Down Payment: The successful bidder agrees to deliver to Auctioneer via overnight mail, wire transfer (plus \$35 wiring fee), or personally delivered funds the down payment in the amount of \$10,000 within 48 hours of the auction's completion. Personal delivery may be made at 200 Parkview Lane, Cedarville, Ohio (please call prior for appointment). All funds will be paid for in U.S. funds. Bidding IS NOT CONDITIONAL UPON FINANCING.

Real Estate Taxes: Taxes will be prorated to date of closing using short proration method.

Closing Date: On/before August 31, 2021. Purchaser will pay customary portion of closing costs at closing.

Possession: Date of closing.

Agency: SHERIDANS LLC and its representatives are Exclusive Sales Agents for the Seller.

Disclaimer & Absence of Warranties: All information contained in this brochure and all related materials is subject to the terms and conditions outlined in the *Confirmation of Sale Agreement*. Announcements made by the Auctioneer at the time of the Auction will take precedence over any previously printed or oral information. The property is sold on an "AS IS,

WHERE IS" basis, and no warranties or representations, either expressed or implied, concerning the property are made by the Seller or the Auction Company. Each bidder is responsible for conducting his/her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this auction marketing information is believed to be accurate, but is subject to verification by all parties relying on it. Neither the Seller nor the Auction Company assumes liability for its accuracy, errors, or omissions. Conduct at the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and the Auction Company reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, legal capacity, etc. All decisions of the Auctioneer are final.

SATEK LLC, Owner

Visit us online for complete Timed Online Auction bidding terms and instruction



SHERIDANS
LLC

www.SheridanTeam.com

(937) 766-2300

(Toll Free) 1.866.282.8284





City: Dayton
Zip: 45406
County: Montgomery
Parcel ID #: H33302201 0021
Township: Trotwood
Subdivision:
Tax Year: 2020
Semi Annual Tax: \$4,955
Additional Tax Info: Additional Parcels
New Financing: Cash; Conventional

Area: 530 Other Montgomery County
Property Type: Commercial Sale
Land Info:
Acres: 5.3
Lot Size: irregular
Year Built: 0
Total SqFt: 6,000

Directions: From I-70 just north of Dayton, go south off Exit 26 on SR 49 2 miles and veer left onto Salem Ave to property (just north of Gettysburg Avenue).

Property Description

Business Type: Animal Grooming; Arts and Entertainment; Auto Body; Auto Dealer; Auto Parts; Auto Repair-Specialty; Auto Service; Auto Tires; Bakery; Bar/Tavern/Lounge; Barber/Beauty; Books/Cards/Stationery; Cabinets; Candy/Cookie; Carpet/Tile; Clothing; Convenience Store; Dance Studio; Drugstore; Electronics; Fitness; Food & Beverage; Franchise; Furniture; Gift Shop; Grocery; Hardware; Health Food

Ownership: Corporate Owned

Occupancy: Subject To Tenants Rights

Exterior: Block

Structure Type: Business

Basement: None

Foundation: Slab

Parking: Hard Surface; Parking Lot

Road Frontage Type: City Street

Road Surface Type: Asphalt; Paved

Heating System: Forced Air; Natural Gas

Cooling: Central Air

Water Source: Supplied Water

Sewer: Public Sewer

Additional Tax Info: Additional Parcels

New Financing: Cash; Conventional

Special Listing Conditions: Auction

Public Remarks: TIMED ONLINE AUCTION! Large commercial building site just north of Dayton and-2.5 miles south of I-70. Easy access to I-75 and I-675. Surrounded by residential and other N-B zoned properties. Site surrounds new erO'Reilly Auto Parts and Dollar General stores and also features access onto Curundu Avenue. Strip mall building on south side of property is former home of El Greco's Pizza Villa and features five business store fronts. Great location All utilities Level topography Available NOW! Property sells to highest bidder subject to confirmation of Seller within twenty-four hours following auction's completion. Bidding will close Wednesday, Jul 6 28, at 3:00 PM. List price is a suggested starting bid, and is not necessarily representative of the property's fair market value. Please google property address with the word "auctioneer" for auctioneer's website.

Virtual Tour [Click to View Virtual Tour](#)

Showing Instructions: 24 Hour Notice

Listing Date: 07/12/2021

Status Change Date: 07/12/2021

DOM: 1 /

Variable Rate Y/N: No

Listing courtesy of:

Bart K Sheridan

Sheridan and Associates

937-766-2300

bart@sheridanteam.com

200 Parkview Lane

Cedarville, OH 45314

<http://www.SheridanTeam.com>



WHAT YOU CAN EXPECT AS A BIDDER...

1. How do I bid?

It's simple. Visit our website for access to this auction's bidding portal. Once in the bidding portal, register to bid by completing our online bidding registration form, and you're all set. Our best advice is to talk to one of our Auction Agents prior to the end of the online auction and express your desire to bid. We're happy to work with you throughout the process.

2. What is the Property Worth?

The Property is worth what a knowledgeable Buyer will pay and a willing Seller will accept. We will attempt to the best of our ability to provide you with the information needed to determine how the property compares to other properties that have sold in the area or similar market. Decide what the property is worth to you and be sure to have access to the funds necessary to complete the transaction, with a loan confirmation if necessary. Ultimately the market appraises the property by what bidders bid.

3. What Can I Expect from an Online Real Estate Auction?

You can typically expect the property to be sold. We want to provide you with any information that will make your decisions to bid or not to bid as clear as possible. Ask a lot of questions and know the process. Buying real estate via any type of auction is very similar to buying antiques at auction – just a little more money!

PARID: R72 16004 0021
PARCEL LOCATION: GETTYSBURG AVE

NBHD CODE: C7002000

[Click here to view neighborhood map](#)

Owner

Name
SATEK LLC

Mailing

Name	SATEK LLC
Mailing Address	P.O. BOX 331
City, State, Zip	DAYTON, OH 45409

Legal

Legal Description	70830
Land Use Description	C - COMMERCIAL VACANT LAND
Acres	.299
Deed	2000-00078E007
Tax District Name	DAYTON CITY

Sales

Date	Sale Price	Deed Reference	Seller	Buyer
09-FEB-00			SHAPIRO ROBERT A TR	SHAPIRO ROBERT A AND
09-FEB-00			SHAPIRO ROBERT A AND	SATEK LLC

Board of Revision

Tax Year	Case Number:	BTA/CPC	Result
2002	Informal		No Change in Value
2008	Informal		

Values

	35%	100%
Land	1,250	3,580
Improvements	0	0
CAUV	0	0
Total	1,250	3,580

Current Year Special Assessments

41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.00
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Current Year Rollback Summary

Non Business Credit	\$0.00
Owner Occupancy Credit	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00
Reduction Factor	-\$10.78

Tax Summary

Year	Prior Year	Prior Year Payments	1st Half Due 2/19/2021	1st Half Payments	2nd Half Due 7/16/2021	2nd Half Payments	Total Currently Due
2020	\$0.00	\$0.00	\$68.35	-\$68.35	\$67.35	\$0.00	\$67.35



Sorry, no sketch available
for this record

Item	Area

PARID: H33302201 0021

PARCEL LOCATION: 3970 SALEM AVE

NBHD CODE: C3003000

[Click here to view neighborhood map](#)

Owner

Name
SATEK LLC

Mailing

Name SATEK LLC

Mailing Address P O BOX 331

City, State, Zip DAYTON, OH 45409

Legal

Legal Description 5-4-13

Land Use Description 22-1-65,89
C - NEIGHBORHOOD SHOPPING CENTER

Acres 4.75

Deed

Tax District Name TROTWOOD-DAYTON CSD

Sales

Date	Sale Price	Deed Reference	Seller	Buyer
30-SEP-99	\$51,000		SHAPIRO M SCOTT TRS ETAL	SHAPIRO M SCOTT AND
09-FEB-00			SHAPIRO M SCOTT AND	SHAPIRO M SCOTT AND
09-FEB-00			SHAPIRO M SCOTT AND	SATEK LLC
30-APR-18		201800024965	SATEK LLC	SATEK LLC

Board of Revision

Tax Year	Case Number:	BTA/CPC	Result
2002	Informal		No Change in Value
2014	Informal		Informal review complete

Values

	35%	100%
Land	39,500	112,860
Improvements	35,850	102,430
CAUV	0	0
Total	75,350	215,290

Current Year Special Assessments

11777-APC FEE	\$118.05
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.59

Current Year Rollback Summary

Non Business Credit	\$0.00
Owner Occupancy Credit	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00
Reduction Factor	-\$651.68

Tax Summary

Year	Prior Year	Prior Year	1st Half	1st Half	2nd Half	2nd Half	Total
		Payments	Due 2/19/2021	Payments	Due 7/16/2021	Payments	Currently Due
2020	\$0.00	\$0.00	\$4,600.15	-\$4,600.15	\$4,598.55	\$0.00	\$4,598.55



Sorry, no sketch available
for this record

Item	Area

PARID: R72 16004 0030

PARCEL LOCATION: GETTYSBURG AVE

NBHD CODE: C7002000

[Click here to view neighborhood map](#)

Owner

Name
SATEK LLC

Mailing

Name SATEK LLC
Mailing Address P O BOX 331
City, State, Zip DAYTON, OH 45409

Legal

Legal Description 70831 PT

Land Use Description C - COMMERCIAL VACANT LAND
Acres 0
Deed
Tax District Name DAYTON CITY

Sales

Date	Sale Price	Deed Reference	Seller	Buyer
05-MAY-98	\$40,000			
30-SEP-99	\$51,000		SHAPIRO M SCOTT TRS ETAL	SHAPIRO M SCOTT AND
09-FEB-00			SHAPIRO M SCOTT AND	SATEK LLC
30-APR-18		201800024965	SATEK LLC	SATEK LLC

Board of Revision

Tax Year	Case Number:	BTA/CPC	Result
2002	Informal		No Change in Value

Values

	35%	100%
Land	190	550
Improvements	0	0
CAUV	0	0
Total	190	550

Current Year Special Assessments

41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.00
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Current Year Rollback Summary

Non Business Credit	\$0.00
Owner Occupancy Credit	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00
Reduction Factor	-\$1.66

Tax Summary

Year	Prior Year	Prior Year	1st Half	1st Half	2nd Half	2nd Half	Total
		Payments	Due 2/19/2021	Payments	Due 7/16/2021	Payments	Currently Due
2020	\$0.00	\$0.00	\$11.24	-\$11.24	\$10.24	\$0.00	\$10.24



Sorry, no sketch available
for this record

Item	Area

PARID: E20 01107 0027

PARCEL LOCATION: SALEM AVE

NBHD CODE: C3003HAR

Please choose 2019 from the Tax Year dropdown until the 2020 values are finalized.

[Click here to view neighborhood map](#)

Owner

Name
SATEK LLC

Mailing

Name SATEK LLC

Mailing Address P O BOX 331

City, State, Zip DAYTON, OH 45409

Legal

Legal Description 6-2-18

Land Use Description C - OTHER COMMERCIAL STRUCTURES

Acres .012

Deed

Tax District Name HARRISON TWP-DAYTON CSD

Sales

Date	Sale Price	Deed Reference	Seller	Buyer
30-SEP-99	\$51,000		SHAPIRO M SCOTT TRS ETAL	SHAPIRO M SCOTT AND
09-FEB-00			SHAPIRO M SCOTT AND	SHAPIRO M SCOTT AND
09-FEB-00			SHAPIRO M SCOTT AND	SATEK LLC
30-APR-18		201800024965	SATEK LLC	SATEK LLC

Board of Revision

Tax Year	Case Number:	BTA/CPC	Result
2002	Informal		No Change in Value
2008	Informal		

Values

	35%	100%
Land	50	140
Improvements	0	0
CAUV	0	0
Total	50	140

Current Year Special Assessments

21200-LT. LIGHTING	\$97.99
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.00

Current Year Rollback Summary

Non Business Credit	\$0.00
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Owner Occupancy Credit	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00
Reduction Factor	-\$0.52

Tax Summary

Year	Prior Year	Prior Year Payments	1st Half Due 2/19/2021	1st Half Payments	2nd Half Due 7/16/2021	2nd Half Payments	Total Currently Due
2020	\$0.00	\$0.00	\$102.48	-\$102.48	\$3.49	\$0.00	\$3.49



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for this record

Item	Area

PARID: E20 01107 0062

PARCEL LOCATION: SALEM AVE

NBHD CODE: C3003HAR

Please choose 2019 from the Tax Year dropdown until the 2020 values are finalized.

[Click here to view neighborhood map](#)

Owner

Name
SATEK LLC

Mailing

Name SATEK LLC
Mailing Address P O BOX 331
City, State, Zip DAYTON, OH 45409

Legal

Legal Description 6-2-18

Land Use Description C - OTHER COMMERCIAL STRUCTURES
Acres .212
Deed
Tax District Name HARRISON TWP-DAYTON CSD

Sales

Date	Sale Price	Deed Reference	Seller	Buyer
05-MAY-98	\$10,000			
30-SEP-99	\$51,000		SHAPIRO M SCOTT AND	SHAPIRO M SCOTT AND
09-FEB-00			SHAPIRO M SCOTT AND	SHAPIRO M SCOTT AND
09-FEB-00			SHAPIRO M SCOTT AND	SATEK LLC
30-APR-18		201800024965	SATEK LLC	SATEK LLC

Board of Revision

Tax Year	Case Number:	BTA/CPC	Result
2002	Informal		Decrease Value

Values

	35%	100%
Land	2,620	7,480
Improvements	0	0
CAUV	0	0
Total	2,620	7,480

Current Year Special Assessments

21200-LT. LIGHTING	\$81.08
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.00

Current Year Rollback Summary

Non Business Credit \$0.00

Owner Occupancy Credit	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00
Reduction Factor	-\$25.72

Tax Summary

Year	Prior Year	Prior Year Payments	1st Half Due 2/19/2021	1st Half Payments	2nd Half Due 7/16/2021	2nd Half Payments	Total Currently Due
2020	\$0.00	\$0.00	\$264.82	-\$264.82	\$182.74	\$0.00	\$182.74



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for this record

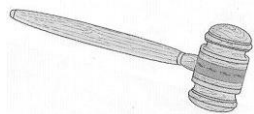
Item	Area
ASPH PAVE - C11:ASPHALT OR BLACKTOP PAVING	6400

Buyer Agent Online Auction Instructions

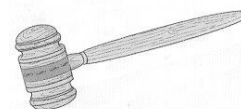


We are happy to co-op with Buyer's Agents for our Timed Online Auctions of Real Estate Listings. Below are basic instructions and procedures for Buyer's Agents for our online auctions.

1. Before your client registers to bid for our Online Auction Real Estate Listings, it is imperative that Buyers' Agents register your clients by fully completing and submitting the attached Commission Participation Form to the Listing Broker. It is important that this form is filled out completely because your share of the Broker commission could be affected for incomplete information.
2. A Bidder Package is available for each property being sold by Online Auction. The Bidder Package can be obtained by downloading from the MLS listing or from the specific Online Auction Listing at www.SheridanTeam.com. The Bidder Package will include a brochure with the Terms of Sale, along with the required property disclosures and other pertinent information about the property, including the contract documents that will be used for the transaction.
3. All properties sold by Sheridan & Associates via Online Auction are sold in "AS IS" condition (unless otherwise stated) and contracts are not contingent on inspections, financing, or any other contingency.
4. To register to bid, all prospective buyers can visit www.SheridanTeam.com and go to the specific auction listing where a link is available to enter the online auction for registration and bidding. After a prospective buyer registers to bid, a representative from the Auction Company will first have to confirm the identity of the registrant via phone call before his/her account is activated to bid.
5. Once a bidder's account is authenticated and activated by the Auction Company and once the Timed Online Auction begins, individual bids can be entered along with "max bid" amounts. Max bids are not visible to the Seller or other bidders. Max bids protect the bidder from being outbid up to the max bid amount entered by the bidder.
6. Increments of bidding are at the discretion of the Auction Company and cannot be modified by registered bidders.
7. When approaching the timed close of bidding, any bids entered during the final five (5) minutes will automatically add an additional five minutes from the time the new bid is entered. If this occurs, the timed online auction will continue past the advertised ending time until a span of five (5) minutes passes with no bids. For this reason, we do not recommend waiting until the final seconds of the online auction since computer and Internet delays can result in your bid not being received by the timed deadline.
8. For bidders represented by a Buyer's Agent, all correspondence and questions from the bidder should be handled through the Buyer's Agent, and no communication should be made directly to the Auction Company.
9. The Auction Company assumes no responsibility for computer, Internet, or software malfunctions or delays.



SHERIDANS LLC



AUCTION COMMISSION PARTICIPATION FORM ***FOR LICENSED REAL ESTATE AGENTS ONLY***

1. The licensee must be actively licensed in the state in which the auction takes place. No commission will be shared with a non-licensed individual or firm.
2. The participating licensee **must register** his/her prospective bidder, on this approved form, prior to the prospective bidder's inspecting the property or making contact concerning the auction through SHERIDANS LLC.
3. The participating licensee must attend all viewings of property and the Auction with the prospective bidder and follow through to closing, to share a commission.
4. The participating licensee must register the prospective bidder at least **24 hours prior** to the Auction.
5. The participating licensee acknowledges receipt of this Agreement and of Auction Bidder Package.
6. This Agreement must include a signed **Agency Disclosure Statement** showing participating licensee as a buyer-broker. No Sub-Agency Disclosure Forms will be accepted.
7. Commission participation on this property will be offered to the successful bidder's representative based on the following scale: **2% OF YOUR BIDDER'S FINAL BID** if the prospective bidder becomes the successful bidder and closes promptly subject to the terms and conditions as announced or amended on Auction day.

PLEASE NOTE: SHERIDANS LLC is happy to split a commission with any Broker who develops a purchaser for this auction; however, we do reserve the right to disallow commission participation for any purchaser with whom we have already developed contact prior to the submission of this form, and, in particular, when the purchaser (during communications with SHERIDANS LLC) did not declare representation by a qualified Agent or Broker.

Property Identification: **3970 SALEM AVENUE, DAYTON, OH; 5.3 ACRES IN FIVE PARCELS**

Timed Online Auction End Date: **JULY 28, 2021**

(please indicate)

Prospective Bidder _____ (Print)

Prospective Bidder _____ (Signature)

Participating Licensee _____ (Print)

Participating Licensee _____ (Signature)

Real Estate Company _____

Telephone: _____

Fax: _____

Date: _____

Time: _____

This agreement accepted by SHERIDANS LLC this day

of _____, 2021.

By: _____, Member

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

(Effective 9/29/2011)



We are pleased you have selected **SHERIDAN & ASSOCIATES** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **SHERIDAN & ASSOCIATES** 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 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 also 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 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 confidential information of both parties.

Working With Sheridan & Associates

SHERIDAN & ASSOCIATES does represent both buyers and sellers. Sheridan & Associates lists property for sale all agents in the brokerage represent the seller. Likewise when a buyer is represented by a **SHERIDAN & ASSOCIATES** agent, all of the agents represent that buyer. Therefore, when a buyer represented by a **SHERIDAN & ASSOCIATES** agent wishes to purchase property listed by our company, the agent(s) involved act as dual agents. This is true whether one agent is representing both parties or two separate agents are involved. In the event that both the buyer and seller are represented by **SHERIDAN & ASSOCIATES** agents these agents and **SHERIDAN &**

ASSOCIATES 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 will 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 seek representation from another brokerage. As a buyer, you may also choose to represent yourself on properties **SHERIDAN & ASSOCIATES** has listed. In that instance **SHERIDAN & ASSOCIATES** 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

SHERIDAN & ASSOCIATES does offer representation to both buyers and sellers. When **SHERIDAN & ASSOCIATES** lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. **SHERIDAN & ASSOCIATES** 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 **SHERIDAN & ASSOCIATES** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead that company will be looking out for the buyer and **SHERIDAN & ASSOCIATES** will be representing your interests. When acting as a buyer's agent, **SHERIDAN & ASSOCIATES** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

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 consumer guide. Your signature will not obligate you to work with our company if you do not choose to do so.

Printed Name

Signature

Date

Printed Name

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): _____

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) _____ and real estate brokerage _____ 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





CONFIRMATION OF SALE

THIS MEMORANDUM OF SALE AND AGREEMENT made and entered into at (City) DAYTON, Ohio, this 28TH day of JULY, 2021, by and between (Seller): M. SCOTT SHAPIRO, SATEK LLC (OHIO), hereinafter called the Seller, and:

NAME _____
ADDRESS _____
CITY/ST/ZIP _____
PHONE _____
E-MAIL _____

hereinafter called the Purchaser.

WITNESSETH:

THAT WHEREAS, the Seller has offered for sale and sold at public auction through SHERIDANS LLC, Cedarville, Ohio, (Broker) the following described premises: 3970 SALEM AVENUE, DAYTON, OH, CONSISTING OF FIVE PARCELS: H33302201 0021 (4.75 AC); R72 16004 0021 (0.299 AC); R72 16004 0030 (0.020 APPROXIMATE AC); E20 01107 0027 (0.012 AC); & E20 01107 0062 (0.212 AC)

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 \$ _____, inclusive of a 10% Buyer Premium.

NOW THEREFORE, it is agreed as follows:

1. **PRICE:** That Purchaser agrees to pay the total sum of \$ _____ as follows:
 - a. \$10,000 as down payment, the receipt of which is hereby acknowledged by the Seller;
 - b. \$ _____ (THE BALANCE DUE) on delivery of deed.
2. **EARNEST MONEY:** Upon presentation of this offer, Purchaser has delivered to SHERIDANS LLC, the sum of \$10,000 as earnest money, to be deposited in the Broker's trust account promptly after acceptance of this offer. The earnest money shall be returned to Purchaser or applied on the purchase price at closing. If the closing does not occur because of Seller's default or because any condition of this Contract is not satisfied or waived, Purchaser shall be entitled to the earnest money. If Purchaser defaults, Seller shall be entitled to the earnest money. The parties acknowledge, however, that the Broker will not make a determination as to which party is entitled to the earnest money. Instead, the Broker shall release the earnest money from the trust account only (a) in accordance with the joint written instructions of Seller and Purchaser, or (b) in accordance with the following procedure: if the closing does not occur for any reason (including the default of either party), the Broker holding the earnest money may notify Seller in writing that the earnest money will be returned to Purchaser unless Seller makes a written demand for the earnest money within 20 days after the date of the Broker's notice. If the Broker does not receive a written demand from the Seller within the 20-day period, the Broker shall return the earnest money to Purchaser. If a written demand from Seller is received by the Broker within the 20-day period, the Broker shall retain the earnest money until (i) Seller and Purchaser have settled the dispute; (ii) disposition has been ordered by a final court order; or (iii) the Broker deposits the earnest money with the court pursuant to applicable court procedures. Payment or refund of the earnest money shall not prejudice the rights of the Broker(s) or the non-defaulting party in an action for damages or specific performance against the defaulting party.
3. **DEED:** Seller shall furnish a transferable and recordable **SPECIAL WARRANTY** deed conveying to Purchaser, or nominee, a marketable title to the Property (as determined with reference to the Ohio State Bar Association Standards of Title Examination) with dower rights, if any, released and free and clear of liens, rights to take liens, and encumbrances, except (a) legal highways, (b) any mortgage assumed by Purchaser, (c) all installments of taxes and assessments becoming due and after the closing, (d) rights of tenants in possession, (e) zoning and other laws, and (f) easements and restrictions of record which would not prevent Purchaser from using the Property for the following purpose: PB (PLANNED BUSINESS DISTRICT). If title to all or part of the Property is unmarketable or is subject to matters not excepted as provided above, Seller at Seller's sole cost shall cure any title defects and/or such matters within 10 days after receipt of written notice from Purchaser, and if necessary the closing date shall be extended to permit Seller the full 10 days to clear title. Seller shall have the right at closing to pay for the removal of any encumbrances or liens out of the purchase price. The cost of any title examination and title insurance shall be borne by Purchaser.
4. **PROPERTY TAXES:** Taxes and Assessments to be pro-rated to date of delivery of deed (SHORT PRORATION) unless otherwise specified in this paragraph.

Seller's Initials: _____ / _____ Purchaser's Initials: _____ / _____

5. **SELLER REPRESENTATIONS:** Seller represents that those signing this Contract constitute all of the owners of the Property, together with their respective spouses. Seller further represents that with respect to the Property (a) no orders of any public authority are pending, (b) no work has been performed or improvements constructed that may result in future assessments, (c) no notices have been received from any public agency with respect to condemnation or appropriation, change in zoning, proposed future assessments, correction of conditions, or other similar matters, and (d) to the best of Seller's knowledge, except as indicated below: (1) no toxic, explosive or other hazardous substances have been stored, disposed of, concealed within or released on or from the Property in violation of applicable environmental laws, and no other adverse environmental conditions affect the Property; (2) no underground storage tanks are currently located on the Property nor have any been previously removed from the Property; (3) there is no PCB-containing equipment on the Property; (4) removal of asbestos materials from the Property is not required under any applicable governmental laws, orders or regulations; (5) none of the Property consists of wetlands, nor have any former wetlands on the Property been filled in; and (6) the Property has not been the subject of any type of environmental investigation or cleanup.
6. **CLOSING:** Closing will occur on or before **AUGUST 31, 2021**. Purchaser will pay customary portion of closing costs at closing.
7. **POSSESSION:** Seller shall take possession date of closing.
8. **SOLE CONTRACT:** No other terms, conditions, or qualifications pertaining to this sale transaction were made or expressed.
9. **PROFESSIONAL ADVICE:** The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. While Broker possesses considerable general knowledge, Broker is not an expert on matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc. Broker hereby advises the parties, And the parties acknowledge that they should seek professional expert assistance and advice in these and other areas of professional expertise. In the event Broker provides to the parties names of companies or sources for such advice and assistance, the parties additionally acknowledge and agree that Broker does not warrant, guarantee, or endorse the services and/or products of such companies or sources.
10. **GENERAL PROVISIONS.** Upon acceptance, this offer and any attached addenda shall become a complete agreement binding upon and inuring to the benefit of Purchaser and Seller and their respective heirs, personal representatives, successors, and assigns, and shall be deemed to contain all of the terms and conditions agreed upon, there being no oral conditions, representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing signed by both parties. Upon Purchaser's examination of the Property as provided herein, and except as otherwise provided in this Contract, Purchaser is accepting the Property "AS IS" in its present condition, relying upon such examination as to the condition, character, size, utility and zoning of the Property. Time is of the essence of all provisions of this Contract. All representations, warranties and agreements in this Contract shall survive the closing. Any word used in this offer and the acceptance thereof shall be construed to mean either singular or plural as indicated by the number of signatures hereto.
11. **BINDING ARBITRATION:** The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim, or dispute that cannot be so resolved shall be settled by final binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in Greene County, Ohio, unless otherwise mutually agreed upon by the parties. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two arbitrators shall select a third arbitrator within ten (10) days of their appointment. Each party shall bear its own cost and expenses and an equal share of the third arbitrator's expenses and the administrative fees of arbitration.
12. **BROKER LICENSE:** Broker and Auction Company are licensed by the Division of Real Estate and Professional Licensing, Department of Commerce and are bonded in favor of the State of Ohio.

IN WITNESS WHEREOF, the parties hereunto set their hands this **28TH** day of **JULY, 2021**.

Seller: _____

Purchaser: _____

We acknowledge the receipt and escrow holding of **\$10,000** as indicated in items 1 and 2 above.

SHERIDANS LLC

By: _____, Member

SHERIDANS LLC

Notes

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.