

Auction Terms and Conditions

Sales Method: The property will be offered in 3 tracts, individually, in combination and as a whole. There will be opening bidding on the individual tracts, then proceeding to multiparcel bidding format, bidders will be able to combine any tract at any time during this part of the auction. Bidders will be able to increase their bids on any tract or the combination until the auctioneer announces that all tracts are sold.

Down Payment: 10% down payment on the day of the auction. The down payment must be by personal check, business check, or cashier's check.

Financing: Bidders' must have their financing arranged prior to the auction. No bids are conditional upon financing.

Absentee and phone bids: ALL absentee and phone bidders must register with Dye Real Estate and Land Company prior to the auction. Anyone bidding on behalf of an absentee bidder will be equally responsible for the bid and required to enter into a contract to purchase at the end of the auction.

Auction Dispute: If any dispute arises between or among bidders, the decision of the Auctioneer shall be final and absolute.

Online Bidders: All online bidders must be registered prior to the day of the auction. The online bidder registration deadline is Wednesday August 3rd , 2022 at 5:00 P.M. EST

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

Property Inspection: Potential purchasers are responsible for conducting their own inspection of the property and any due diligence, inquiries, and inspections will be conducted at their own risk. Seller and real estate company disclaims any and all responsibility for the bidder's safety during any physical inspection of the property.

Acceptance of Bids: Any and all successful bidders will be required to enter into a purchase agreement with the seller immediately following the sale, seller will be signing the contract(s) electronically. All final bids are subject to the seller's confirmation. This offer will remain irrevocable and available to the seller for 5 business days after delivery of this offer to the sellers, its counsel, or Agent.

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 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 are being sold "AS IS".

Deed: Seller to provide a general warranty deed.

Closing: The balance of the purchase price is due at closing, which will take place within 45 days after the auction. In the event the Buyer fails to close and pay their balance when due, Seller reserves all rights allowed by law, including a suit for damages, specific performance, or cancellation of the sale with the Seller to retain the earnest money deposit. Any action taken after default shall be solely at the Seller's option with all costs incurred by Seller being paid by the Buyer.

Possession: Possession of the house and buildings will be upon closing. Buyer to receive possession on the farmland at closing. The buyer will reimburse the tenant \$200 per acre for the 2022 crop and will receive the crop. Possession of the wooded acreage will be at closing.

Real Estate Taxes: Taxes will be prorated to the day of closing. Property is currently in CAUV. If purchaser removes the property from CAUV purchaser will be responsible for the payment of any CAUV tax recoupment. New taxes may be established due to the creation of new parcels.

Tract Map, Acreage and Survey: All dimensions, proposed boundaries, and tract acreages are approximate and are based on aerial photos and auditor information. Final surveyed acreages are subject to change by the closing of the sale. All final prices will be established by multiplying the per acre price established the day of the auction by the new surveyed acreage.

Mineral Rights: The sale will include 100% of the mineral rights, if any, owned by the seller.

Agency: Dye Real Estate and Land Company, and its representatives, are sole agents for the seller.

Disclaimer and Absence of Warranties: All information contained in this brochure and all related materials are subject to the terms and conditions in the purchase agreement. The properties are being sold "AS IS, WHERE IS" with no warranty or representation, either expressed or implied, concerning the property is made by the Seller or Dye Real Estate and Land Company. All sketches and dimensions in this 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 Dye Real Estate and Land Company.

ANY ANNOUNCEMENTS DAY OF AUCTION TAKE PRECEDENCE OVER PRINTED MATERIAL. THE ABOVE TERMS AND CONDITIONS ARE TO BE AN ADDENDUM TO THE PURCHASE CONTRACT.

Seller: Bret Scott, David Scott, Craig Scott, Lisa Keckler and Michele Richardson

Broker and Auctioneer: Devin Dye

Attorney: James F. Blair

Licensed and Bonded in favor of the State of Ohio.

Seller _____
Date

Seller _____
Date

Seller _____
Date

Seller _____
Date

Seller _____
Date

Buyer _____
Date

Buyer _____
Date

Buyer _____
Date