

RESOLUTION

RESOLUTION NO. 2026-04

RESOLUTION APPROVING PURCHASE AND SALE AGREEMENT WITH JO ANNE M. SCHELLENBACH AND DANIEL L. SCHELLENBACH TO PURCHASE THE REAL PROPERTY LOCATED AT 2921 TYLERSVILLE RD., HAMILTON OHIO 45015

Whereas, the Butler County Finance Authority seeks to facilitate and coordinate development efforts across its service area in order to advance economic growth, job creation, and long term community vitality; and

Whereas, the Butler County Finance Authority has identified the real property located at 2921 Tylersville Rd., Hamilton, Ohio and known as parcel numbers P6464-056-000-010 and P6461-056-000-011 (the "Property") as strategically important to the continued development of the Hamilton Enterprise Park, including the former Hogan Farm, and to the broader economic development goals of the City of Hamilton, Ohio and Butler County, Ohio; and

Whereas, the acquisition of the Property will enhance access, connectivity, and development readiness within the Hamilton Enterprise Park, thereby improving site configuration, marketability, and the ability to attract advanced manufacturing, logistics, and other job creating investments; and

Whereas, improved access to and integration of the former Hogan Farm property is expected to generate significant economic impact, including increased private investment, expansion of the local tax base, creation of high quality jobs, and the activation of underutilized land for productive economic use; and

Whereas, the Butler County Finance Authority has negotiated the terms of a Purchase and Sale Agreement (the "Agreement") with Jo Anne M. Schellenbach and Daniel L. Schellenbach, the owners of the Property, to purchase the Property for the sum of Four Hundred Eighty Thousand and 00/100 (\$480,000.00) Dollars, all in accordance with the terms of the Agreement attached hereto as Exhibit "A".

Now, Therefore, Be It Resolved that:

1. The Butler County Finance Authority hereby approves the Agreement with the owners of the Property, substantially in the form of the Agreement attached hereto as Exhibit "A", for the purchase of the Property.
2. Either of the President/Chief Executive Officer or the Chairperson of the Board of Directors of the Butler County Finance Authority is authorized to execute the Agreement

and any related documents on behalf of the Butler County Finance Authority in order to effectuate the closing on the purchase of the Property.

3. The President/Chief Executive Officer of the Butler County Finance Authority is further authorized to make any necessary amendments or modifications to the Agreement, in his reasonable discretion without approval from the Board of Directors, to ensure the successful closing on the purchase of the Property.

4. This resolution shall take effect immediately upon adoption.

Adopted this 29th day of April, 2026.


BUTLER COUNTY FINANCE AUTHORITY

By: 
Chair

Attest: 
President & CEO

APPROVED AND ADOPTED BY the Board of Directors of the Butler County Finance Authority, this 29th day of April, 2026.

Motion to pass Resolution DIRECTOR TIM EGLOFF, Seconded by
CHAIRMAN BRAD EVANS.

 Chair, Butler County Finance Authority

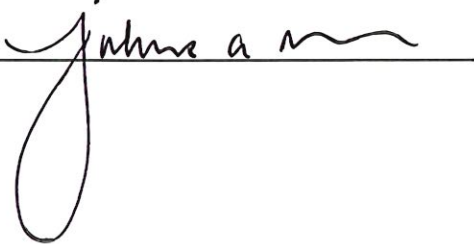
Attest:  President & CEO, Butler County Finance Authority

EXHIBIT A

*[The Balance of this Page Left Blank.
Exhibit A to Immediately Follow.]*

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 16 day of April, 2026 ("Effective Date"), by and among Jo Anne M. Schellenbach and Daniel L. Schellenbach (collectively, "Seller") and The Butler County Finance Authority, an Ohio port ("Purchaser").

RECITALS:

WHEREAS, Seller owns the real estate located at 2921 Tylersville Road, Hamilton, Ohio 45015;

WHEREAS, Purchaser desires to purchase such property, together with all easements and privileges appurtenant to it, all reservations, rights of way, strips and gores of land, mineral rights, water rights and remainders in any way belonging, remaining or appertaining to it; and all improvements, fixtures, trees and minerals located on it (collectively, the "Property"); and

WHEREAS, the Property is more commonly known as parcels P6464-056-000-010 and P6461-056-000-011; and

WHEREAS, Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property; and

WHEREAS, Purchaser and Seller desire to set forth the terms and conditions for the sale of the Property in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE I – PURCHASE AND SALE

1.1 Agreement of Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to buy the Property from Seller.

1.2 Transfer. The Property will be transferred to Purchaser at the Closing (defined below) in broom-clean condition, free and clear of all of: (a) the rights of any tenant, occupant or guest under any recorded or unrecorded lease or other agreement or understanding; and (b) all of the personal property belonging to either Seller or to any former tenant, occupant or guest at the Property. The provisions of this Section shall survive the Closing.

ARTICLE II – EARNEST MONEY AND PURCHASE PRICE

2.1 Earnest Money. Within five (5) calendar days after its execution of this Agreement, Purchaser will deposit with ACS Title & Closing (the "Escrow Agent"), the sum of Four Thousand

Eight Hundred and 00/100 (\$4,800.00) Dollars as the earnest money (the "Earnest Money") under this Agreement. The Earnest Money shall be held and disbursed as provided for in this Agreement.

2.2 Escrow Agent. Escrow Agent shall hold and dispose of the Earnest Money in accordance with the terms of this Agreement. Seller and Purchaser agree that the duties of Escrow Agent hereunder are purely ministerial in nature and shall be expressly limited to the safekeeping and disposition of the Earnest Money in accordance with this Agreement. Escrow Agent shall incur no liability in connection with the safekeeping or disposition of the Earnest Money for any reason other than Escrow Agent's willful misconduct or gross negligence. Escrow Agent shall not be responsible for any interest on the Earnest Money except as is actually earned, or for the loss of any interest resulting from the withdrawal of the Earnest Money prior to the date interest is posted thereon.

2.3 Purchase Price. The purchase price ("Purchase Price") for the Property shall be Four Hundred Eighty Thousand and 00/100 (\$480,000.00) Dollars. The Earnest Money shall be applied to the Purchase Price at the Closing. The Purchase Price, less the Earnest Money and the prorations provided for in Section 4.4 hereof, shall be paid by Purchaser to Seller at Closing.

ARTICLE III – CONDITIONS TO THE OBLIGATIONS OF PURCHASER

3.1 Conditions. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the following conditions precedent (collectively, hereinafter referred to as the "Conditions", and individually as a "Condition") which shall be satisfied or waived by Purchaser prior to or at the Closing:

(a) Title Commitment. Purchaser, at Purchaser's sole cost and expense, will obtain a title commitment ("Title Commitment") for the Property issued by a title company ("Title Company") acceptable to Purchaser. If the Title Commitment shows: (i) that all or part of the Property is unmarketable, or (ii) that the Property is subject to a defect, lien, encumbrance, easement, condition or restriction which is unacceptable to Purchaser, in Purchaser's sole and absolute discretion (each, a "Title Objection"), Purchaser shall send written notice ("Title Objection Notice") of such Title Objection to Seller.

Seller shall have ten (10) days after the date of the Title Objection Notice (the "Cure Period") within which to cure ("Cure") the Title Objections as follows: (i) Seller shall cause the Property to be free of such matters to which Purchaser objected and have such Title Objections removed from the Title Commitment; and/or (ii) if such Title Objections can be removed from the Title Commitment by the payment of money or by Seller executing an affidavit or affidavits at Closing, Seller shall agree in writing with Purchaser to remove such Title Objections in the foregoing manner at Closing. Seller shall be deemed to have satisfied the conditions of (ii) in the immediately preceding sentence only if the Title Objections referenced therein are removed from the Title Commitment by the Title Company at Closing.

If, after using reasonable efforts, Seller fails to Cure a Title Objection within the Cure Period, Purchaser shall have the right to elect to either: (i) waive such Title Objections which Seller fails to Cure and accept such title to the Property as Seller will convey; or (ii) terminate this

Agreement by giving a written notice of termination to Seller and Escrow Agent prior to or at the Closing. Thereafter Escrow Agent shall repay the Earnest Money to Purchaser. After termination, Purchaser shall have no further liability to Seller or obligations under this Agreement, except for those obligations which survive the termination of this Agreement. Each party shall bear its own costs incurred hereunder.

Purchaser shall be deemed to have approved of those matters which are not objected to and which are contained in the Title Commitment. The following are collectively hereinafter referred to as "Permitted Encumbrances": (i) installments of real estate taxes and assessments (general and special) constituting a lien on the Property, but not yet due and payable; (ii) all matters approved or deemed to have been approved by Purchaser; and (iii) all Title Objections subsequently waived by Purchaser.

The foregoing notwithstanding, all mortgages and other monetary liens on the Property shall be discharged by Seller at or prior to the Closing.

(b) Title Insurance. At Closing, Purchaser will purchase an owner's policy of title insurance in the amount of the Purchase Price, insuring that title to the Property is vested in Purchaser at Closing, subject only to Permitted Encumbrances (such title insurance policy being hereinafter referred to as the "Owner's Policy"). The cost of the Owner's Policy will be paid by Purchaser. If Purchaser is unable to obtain an Owner's Policy that is acceptable to Purchaser, in Purchaser's sole and absolute discretion, or a marked-up Title Commitment and irrevocable written confirmation that the Title Company will issue the Owner's Policy consistent with the marked-up Title Commitment, then Purchaser shall have the right to terminate this Agreement by giving written notice of termination to Seller and Escrow Agent prior to or at the Closing. If this Agreement is terminated by Purchaser, Escrow Agent shall repay the Earnest Money to Purchaser. After termination, Purchaser will have no further liability to Seller or obligations under this Agreement, except for those obligations which survive the termination of this Agreement. Each party shall bear its own costs incurred hereunder.

(c) Due Diligence. From the Effective Date until the date that is thirty (30) days after the Effective Date, Purchaser, its employees, agents and contractors, shall have the right to enter upon the Property to perform such investigations and inspections (including but not limited to an environmental site assessment) of the Property as Purchaser deems appropriate. All such investigations and inspections shall be completed at Purchaser's sole cost and expense.

If, as a result of its due diligence, Purchaser determines that the Property is, for any reason or no reason, unacceptable to Purchaser, in its sole and absolute discretion, Purchaser shall have the right to terminate this Agreement by giving written notice thereof to Seller and Escrow Agent prior to or the date that is thirty (30) days after the Effective Date. If this Agreement is terminated, then neither party shall have any liability to the other or any further rights or obligations under this Agreement, except for those obligations which survive the termination of this Agreement. After termination, Escrow Agent shall repay the Earnest Money to Purchaser. Each party shall bear its own costs incurred hereunder.

ARTICLE IV – CLOSING

4.1 Closing. The closing (“Closing”) for the delivery of the Deed (defined below) for the Property, the payment of the balance of the Purchase Price and the delivery of the other instruments provided for in this Agreement shall be held at 10:00 A.M. on or before May 29, 2026 (the “Closing Date”). The Closing shall take place at the office of the Escrow Agent, 232 High St., Hamilton, Ohio. Time is of the essence.

The Closing shall not occur unless and until: (a) all of the actions set forth in Section 4.2 of this Agreement shall have been taken; and (b) all of the actions set forth in Section 4.3 of this Agreement shall have been taken. None of the actions provided for in preceding clauses (a) or (b) shall be deemed to have been taken unless and until all of them have been taken.

4.2 Seller’s Obligations. At Closing, Seller shall:

(a) Deliver a General Warranty Deed (the “Deed”), fully executed and acknowledged by Seller, with release of dower (if any), conveying fee simple title to the Property to Purchaser, subject only to Permitted Encumbrances;

(b) Deliver an Affidavit of Title and Non-Foreign Certificate, in a form reasonably acceptable to the Title Company, signed by Seller;

(c) Deliver all affidavits to Title Company and sums of money required pursuant to Section 3.1(a) above;

(d) Deliver such affidavits or indemnity agreements to Title Company against liens and parties in possession, tax transfer statements and such other affidavits or documentation as the Title Company may require to issue the Owner’s Policy for the Property with the standard exceptions deleted and in conformity with the Title Commitment as Cured by Seller and approved by Purchaser;

(e) Deliver exclusive possession of the Property to Purchaser, subject only to Permitted Encumbrances;

(f) Execute the Closing Statement (the “Closing Statement”); and

(g) Deliver such other documents as the Title Company or Purchaser may request.

4.3 Purchaser’s Obligations. At Closing, Purchaser shall:

(a) Pay the Purchase Price (less the amount of the Earnest Money and the prorations provided for in Section 4.4 hereof) to Seller by Title Company check;

(b) Receive a marked-up Title Commitment and irrevocable written commitment from the Title Company that the Title Company will issue the Owner's Policy consistent with the marked-up Title Commitment; and

(c) Execute the Closing Statement.

4.4 Closing Costs and Prorations. Real estate taxes and assessments (general and special) due and owing on the Property for the year of the Closing shall be prorated between Purchaser and Seller to the Closing Date based on the most recent tax bills that are available from the Butler County Auditor prior to the Closing. Purchaser shall pay the cost of the title examination, Title Commitment, the premium for the Owner's Policy and the cost to prepare and record the Deed. Each party shall be responsible for its own attorney fees.

The provisions of this Section 4.4 shall survive the Closing.

ARTICLE V - LOSS

5.1 Risk of Loss. If, after the Effective Date and prior to the Closing, the Property is damaged, Seller shall deliver written notice of that fact to Purchaser. Thereafter, Purchaser shall have the option: (a) to assume such risk, whereupon the parties shall proceed in accordance with the terms and conditions of this Agreement and Purchaser shall be entitled to all insurance awards resulting therefrom and the Purchase Price shall be reduced by the amount of Seller's insurance deductible; or (b) to terminate this Agreement by giving written notice of termination to Seller and Escrow Agent prior to or at the Closing. If this Agreement is terminated, Escrow Agent shall repay the Earnest Money to Purchaser. Thereafter, neither Purchaser nor Seller shall have any liability to the other or any further rights or obligations under this Agreement, except for those obligations which survive the termination of this Agreement. Each party shall bear its own costs incurred hereunder.

ARTICLE VI - RIGHT OF ENTRY

6.1 Right of Entry. Prior to Closing or until the earlier termination of this Agreement, the employees, agents and contractors of Purchaser shall have the right to enter upon the Property to conduct such due diligence investigations of the Property as they deem appropriate. All due diligence will be conducted at no cost or expense to Seller. Any on-site inspection of the Property shall be conducted in such a manner that will not harm or damage the Property.

Purchaser agrees to promptly repair any damage to the Property resulting from Purchaser's activities under this Article VI. The provisions of this paragraph shall survive the termination of this Agreement.

ARTICLE VII - REPRESENTATIONS AND WARRANTIES

7.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Purchaser that all of the following representations and warranties are true, complete and correct as

of the Effective Date and shall be true, complete and correct as of the Closing and shall survive the Closing.

(a) Sellers are Ohio residents and are competent to enter into and carry out the transactions contemplated by this Agreement. This Agreement is the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms. All of the documents to be delivered by Seller at the Closing shall be the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their terms.

(b) The execution and delivery of this Agreement by Seller and the performance by Seller of its obligations thereunder do not and will not violate the terms of any agreement to which Seller is a party or by which Seller is bound.

(c) There is no pending or threatened claim, litigation, condemnation, administrative action or other legal proceeding involving or affecting the Property or any part of it.

(d) The Property is not in violation of any applicable law, rule or regulation.

(e) Except for this Agreement, there are no other oral or written agreements, contracts or understandings which in any way affect or relate to the Property or any part of it.

(f) No: (i) hazardous substance has been placed on or beneath the surface of the Property or any part of it in violation of any federal, state or local law or regulation; and (ii) hazardous substance has been released on or from the Property or any part of it in violation of any federal, state or local law or regulation.

(g) No underground storage tank (each, a "UST") is located on the Property. Neither Seller nor any employee, agent or contractor of Seller has removed any UST from the Property.

(h) At the time of Closing, there will be no outstanding contracts for any improvements the Property or any part of it which have not been paid in full.

(i) No tenant, occupant or guest shall occupy or have any right to occupy or access the Property on the date of the Closing or thereafter.

7.2 Breach. If any of the representations and warranties of Seller set forth in this Agreement are not true, complete and correct as of the Effective Date and as of the Closing, Purchaser may elect, at its option, either to: (a) close the transactions contemplated by this Agreement without regard to the breach of the representation and warranty; or (b) terminate this Agreement by giving notice of termination to Seller and Escrow Agent prior to or at the Closing. After termination, Escrow Agent shall repay the Earnest Money to Purchaser and Purchaser shall have no further obligations under this Agreement, except for those obligations which survive the termination of this Agreement. The foregoing election is not intended to be in derogation of, but shall be in addition to, Purchaser's remedies for Seller's breach and does not negate, modify or

amend the representations and warranties of Seller contained in this Agreement, which representations and warranties shall survive the Closing.

ARTICLE VIII – SELLER’S COVENANTS

8.1 Agreements. Seller covenants and agrees that, prior to the Closing, it: (a) will not solicit, nor will it entertain or respond to, any offers to purchase, lease or occupy the Property or any part of it; and (b) will terminate the rights of all persons to occupy the Property or any part of it, and cause any such occupant to remove all of their personal property from the Property.

8.2 Pre-Closing Obligations. Purchaser shall assume no pre-Closing liabilities or obligations of Seller, all such liabilities and obligations being liabilities and obligations which shall be the sole responsibility of Seller to pay.

8.3 Insurance. While this Agreement remains in effect, Seller will keep the Property insured at the levels and in the amounts of the insurance for the Property that are in effect on the Effective Date.

8.4 Survival. The provisions of this Section shall survive the Closing or any termination of this Agreement.

ARTICLE IX – MISCELLANEOUS

9.1 Brokerage Commission. Other than Seller’s broker, Tyler Minges of Huff Realty (“Seller’s Broker”), Seller and Purchaser represent, one to the other, that it has not engaged any broker or agent to represent it in this transaction who would be entitled to a fee or commission as a result of this transaction. The fee for Seller’s Broker shall be paid by Seller pursuant to a separate agreement. Any fees, costs and/or commissions owing to any other broker or agent shall be the sole responsibility of the party contracting with such broker or agent and such party shall remain fully responsible for and shall pay and defend the other party against any claims, losses, costs, damages and or expenses (including but not limited to reasonable attorney fees) for a fee or commission due or alleged to be due as a result of the activities of that party. The provisions of this paragraph shall survive the Closing or the earlier termination of this Agreement.

9.2 Notices. All notices required or permitted to be given under this Agreement shall be given in writing and delivered: (a) personally; (b) by overnight courier; or (c) by certified mail, return receipt requested, postage prepaid, addressed as follows (or at such other address for a party as shall be specified upon like notice):

If to Seller: 5347 Frieda Drive
Fairfield Ohio
§45014

If to Purchaser: Butler County Finance
Authority
300 High Street

Hamilton, OH 45011

With a copy to:
Catherine L. Evans,
Esq.
Millikin & Fitton
232 High Street
Hamilton, Ohio 45013

Such notice, if delivered personally or by overnight courier service, shall be deemed given and delivered at the time of delivery or refusal; or, if sent by certified mail, shall be deemed given and delivered additional two (2) business days after the time of mailing with appropriate postage attached thereto.

9.3 Integration and Amendments. This Agreement constitutes the entire agreement between the parties relating to the purchase and sale of the Property and shall be deemed to be a full, final and complete integration of all prior or contemporaneous understandings or agreements between the parties relating thereto. This Agreement may be amended or supplemented only by a written instrument signed by both parties hereto.

9.4 Additional Documentation. Seller and Purchaser shall execute such additional documentation as reasonably may be required to effectuate this Agreement.

9.5 Governing Law. This Agreement shall be governed by and all disputes related thereto shall be determined in accordance with the laws of the State of Ohio. Time is of the essence.

9.6 Successors. This Agreement shall be binding upon the parties hereto, and on their respective successors and assigns. Purchaser shall have the right to assign its rights and obligations under this Agreement without Seller's consent.

9.7 No Third-Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at the Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, except as otherwise specifically provided in this Agreement, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at the Closing.

9.8 Performance Dates. Time is hereby extended for the performance of any action required by this Agreement if the last day for performance falls on a Saturday, Sunday or national holiday. The performance so extended shall occur on the next succeeding day that is not a Saturday, Sunday or national holiday.

9.9 No Offer Until Executed. The submission of this Agreement to Seller for examination or consideration does not constitute an offer to purchase the Property by Purchaser and this Agreement shall become effective, if at all, only upon the full execution and delivery thereof by Purchaser and Seller.

9.10 Negotiated Provisions. This Agreement shall not be construed more strictly against either party by virtue of the fact that a contract may be more strictly construed against the party preparing the contract, it being understood and agreed that both Seller and Purchaser have equally negotiated the provisions hereof and contributed substantially and materially to the preparation of this Agreement.

9.11 No Waiver or Rights. No failure of any party to exercise any power given such party under this Agreement or to insist upon strict compliance by any other party to its obligations under this Agreement, and no custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

9.12 Survival. All agreements and covenants in this Agreement which must, by implication or necessity, survive the Closing, shall be deemed to so survive as the sense of this Agreement requires.

9.13 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential provisions of this Agreement for each party remain valid, binding and enforceable.

9.14 Effective Date. For purposes of this Agreement, the term "Effective Date" shall be the date that Purchaser executes this Agreement and forwards a fully executed copy thereof to Seller, which date shall be set forth on the first paragraph of this Agreement.

9.15 Recitals. The Recitals set forth on the first page of this Agreement are hereby incorporated into this Agreement and made a part of this Agreement.

9.16 "Day"; "Business Day"; Computation of Time. All references to "days" in this Agreement shall be construed to mean calendar days unless otherwise expressly provided and all references to "business days" shall be construed to mean days other than a Saturday, Sunday or legal holiday in Hamilton, Ohio. In computing any period of time pursuant to this Agreement, the day of the act or event from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is not a business day, in which event the period runs until the end of the next business day.

SIGNATURE PAGE TO FOLLOW

The parties hereto have executed this Agreement the date and year first above written.

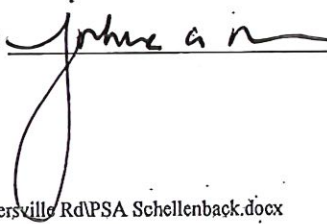
Jo Anne Schellenbach 04/17/2026

Jo Anne M. Schellenbach

Daniel Schellenbach 04/17/2026

Daniel L. Schellenbach

Butler County Finance Authority

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: 2921 Tylersville Rd Hamilton Ohio 45015

Buyer(s): _____

Seller(s): Jo Anne Schellenbach Daniel Schellenbach

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and HUFF Realty.
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) Tyler Mingos and real estate brokerage Huff Realty 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.

<u>[Signature]</u> BUYER/TENANT	<u>4/29/26</u> DATE	<u>Jo Anne Schellenbach</u> SELLER/LANDLORD	<u>04/17/2026</u> DATE
<u>[Signature]</u> BUYER/TENANT	DATE	<u>Daniel Schellenbach</u> SELLER/LANDLORD	<u>04/17/2026</u> 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:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100





LAND FOR SALE

6.3+ Acres Of Highly Sought After Development Land. Located In A Highly Visible Area and Across From Hamilton Enterprise Business Park. Approx 925 ft of Frontage, The Subject Property Adjoins City of Hamilton Land Destined For Future Business Development and Near Butler Co Regional Airport. The Property Also Includes a 2,000 Plus Sq Ft 2 Story Farmhouse with Detached Garage And Barn. Use the home for an office or Lease Out The Home And Build Your Own Building. Possibilities Are Endless!

Property Information:

- ✓ **Acreage**
6.38 Acres - Vacant Land
- ✓ **Zoning**
(R-1) - Rezoning Potential
- ✓ **Offered At**
\$499,000



