

Defiance County • Hicksville, Ohio

# NW Ohio Farmland Auction

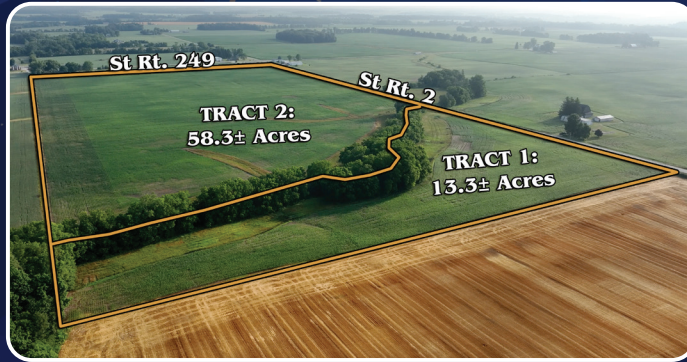
## Farmland • Building Sites

### Thursday, August 28 @ 6pm

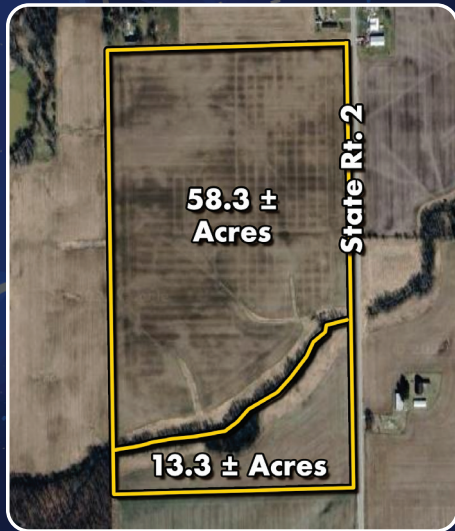
Owners: Sondra Flightner, Dean & Suzanne Flightner

**Land Location**  
4100 St. Rt. 2  
Hicksville, OH 43526

**Auction Location**  
Farmer Legion Hall  
9942 St. Rt. 249 Farmer, OH 43520



**Online Bidding Available**



**TRACT 1:** 13.3+/- acres of mostly tillable farmland. With approx. 890-ft of road frontage along St. Rt. 2, this tract has great potential as a building site. Predominant soil types are Glynwood loam (GwB) and Rawson sandy loam..

**Tract 2:** 58.3± acres of mostly tillable farmland. Great addition to your farming operation or investment for your future homesite. Comprised of mostly Blount loam (Boo2B1), Glynwood loam (GwB), and Pewamo silty clay loam (Pm). This tract has approx. 1460-ft of road frontage along St. Rt. 2.

#### TERMS:

Multi-parcel bidding method will be used. Properties will be offered individually, as a whole and in combination. Properties are sold as is, where is with no warranties expressed or implied. Purchaser will enter into a cash purchase contract that is not contingent upon financing. Please have your financing lined up before the auction. Non-refundable down payment due at end of auction; Tract 1: \$15,000; Tract 2: \$50,000. Online bidders will have until 12 pm ET the day after the auction to submit funds. Balance at closing on or before 30 days.

Property is selling subject to easements, leasehold interests, mineral and/or oil and gas interests, right-of-ways, and building, use and zoning restrictions, if any. Bidders should inspect property and review all pertinent documents and information available as each bidder is responsible for evaluation of the property and shall not rely upon the Seller, Broker, or Auctioneer. All acreages are approximate and have been estimated based on current legal descriptions and/or aerial photographs. All information contained in the brochure is subject to the terms and conditions of sale in the Purchase and Sales Agreement. Seller, Broker and Auctioneer assume no liability for the brochure's accuracy, errors, or omissions. Any CAUV recoup and/or CRP payback will be the BUYERS' responsibility, if applicable. Taxes and assessments, interest on any mortgage to be assumed and rents, if any, shall be pro-rated to the date of delivery of the deed per local method for the subject premises.

All statements made day of auction take precedence over all printed and previously released information.

# 71.6± ACRES

Offered In 2 Tracts



Auctioneer & Broker: Darren Bok

Defiance County · Hicksville, Ohio

# NW Ohio Farmland Auction

## Farmland · Building Sites

**Thursday, August 28 @ 6pm**

Owners: Sondra Flightner, Dean & Suzanne Flightner

**Land Location :**

4100 St. Rt. 2 Hicksville, OH 43526

**Auction Location**

Farmer Legion Hall 9942 St. Rt. 249 Farmer, OH 43520



**UNITED EDGE**  
REAL ESTATE AND AUCTION CO., LLC

153 N Michigan Ave, Edgerton, OH 43517

**71.6±  
ACRES**

Online Bidding  
Available

Offered In 2 Tracts

**(419) 289-1100**

**UeLandAuctions.com**

Auctioneer & Broker: Darren Bok



Defiance County · Hicksville, Ohio

# NW Ohio Farmland Auction

## Farmland · Building Sites

**Thursday, August 28 @ 6pm**

**71.6±  
ACRES**

Offered In 2 Tracts



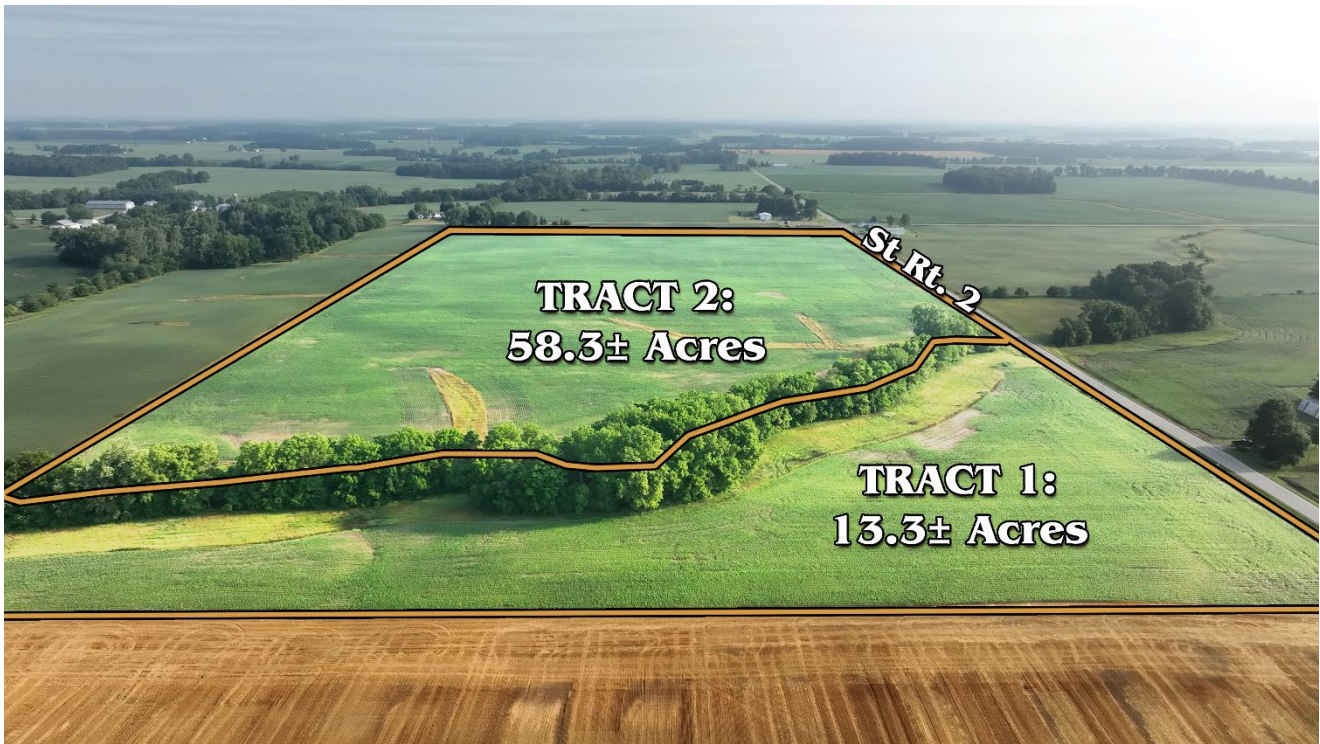
**UNITED EDGE**  
REAL ESTATE AND AUCTION CO., LLC

Auctioneer & Broker: Darren Bok

# NW OHIO FARMLAND AUCTION

## TRACTS OFFERED

Tract 1	13.3± acres
Tract 2	58.3± acres



All statements made day of auction take precedence over all previously printed information.



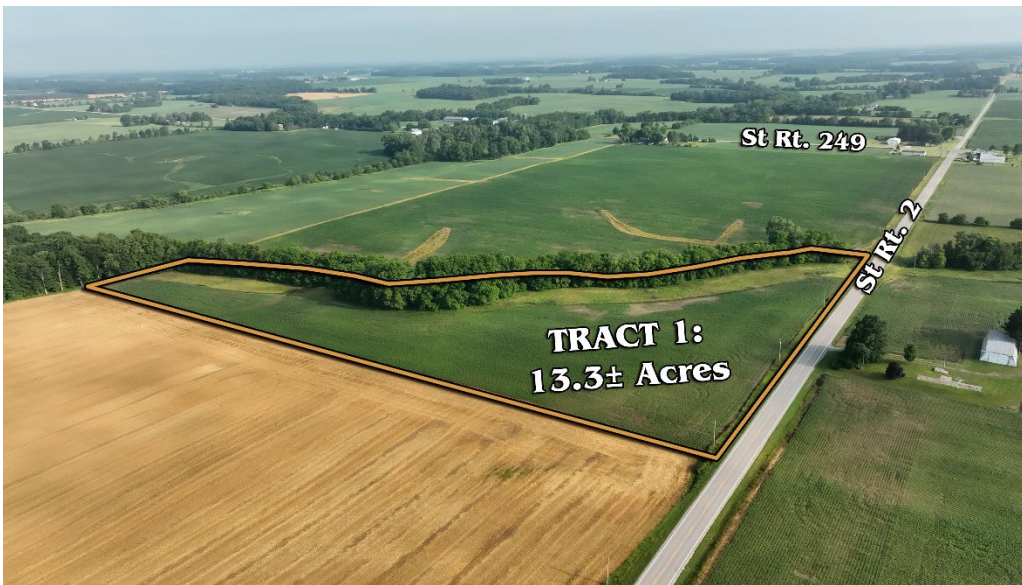


# TRACT 1

**13.3± acres**

13.3± acres of tillable land. With approx. 890-ft of road frontage along St. Rt. 2, this tract has great potential as a building site. Predominant soil types are Glynwood loam (GwB) and Rawson sandy loam.

\*\*Existing FSA contracts expiring 2031.

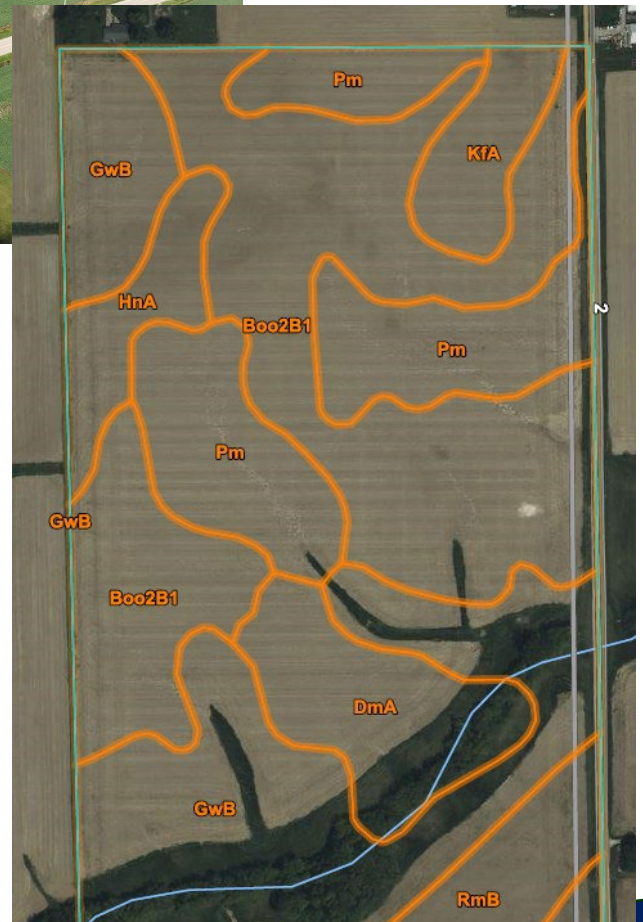


# TRACT 2

58.3± acres

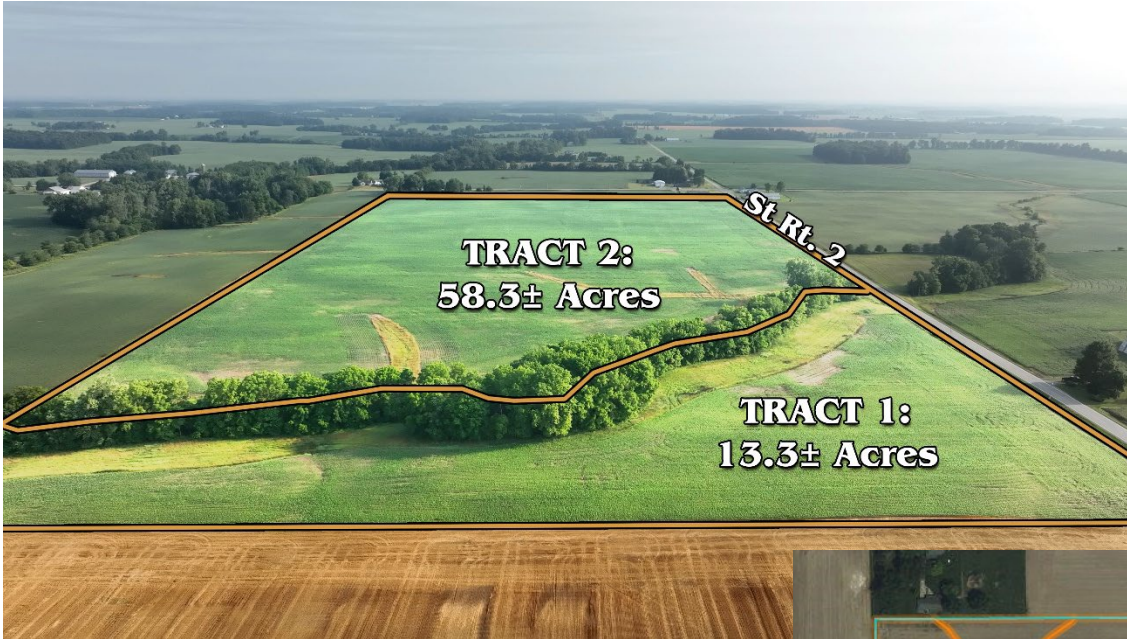
58.3± acres of mostly tillable farmland. Great addition to your farming operation or investment for your future homesite. Comprised of mostly Blount loam (Boo2B1), Glynwood loam (GwB), and Pewamo silty clay loam (Pm). This tract has approx. 1460-ft of road frontage along St. Rt. 2.

\*\*Existing FSA Contracts Expiring 2031 & 2033.

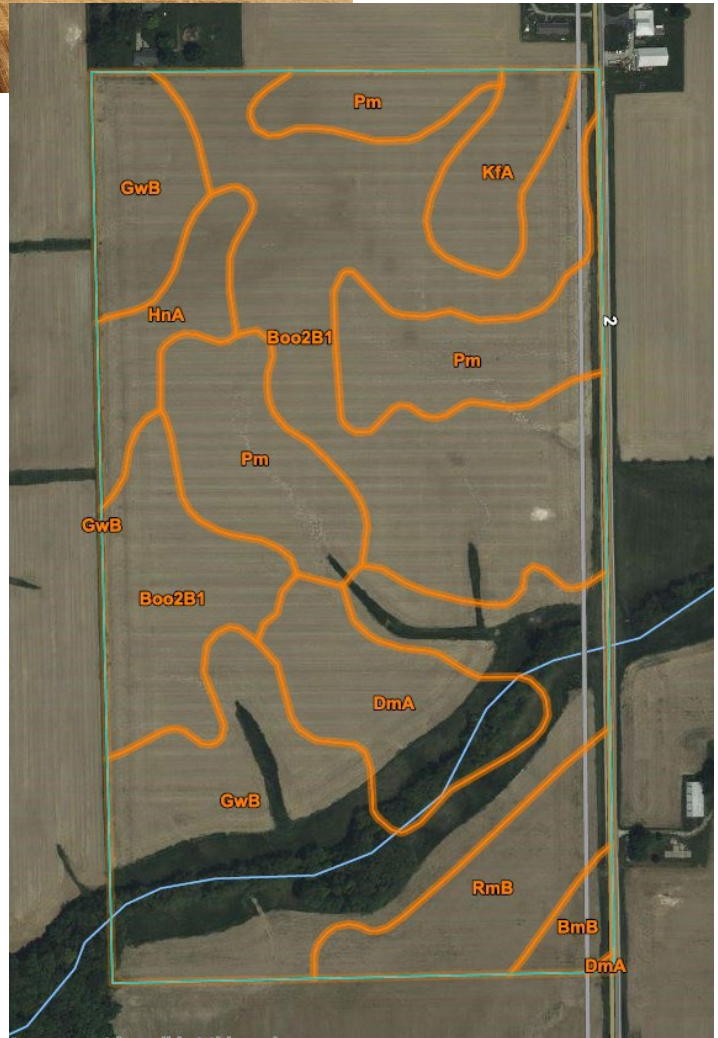


# Whole Farm

71.6± acres



\*\*Existing FSA  
Contracts  
Expiring  
2031 & 2033





Abbreviated 156 Farm Record

Tract 501 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00						0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	5.31	0.00	178
Soybeans	0.91	0.00	43
<b>TOTAL</b>	<b>6.22</b>	<b>0.00</b>	

NOTES

**Tract Number** : 3237

**Description** : E-3 2B SEC 19 WEST ON ST RT 2 FARMER TWP  
**FSA Physical Location** : OHIO/DEFIANCE  
**ANSI Physical Location** : OHIO/DEFIANCE  
**BIA Unit Range Number** :  
**HEL Status** : HEL field on tract.Conservation system being actively applied  
**Wetland Status** : Wetland determinations not complete  
**WL Violations** : None  
**Owners** : DEAN FLIGHTNER, SONDR A FLIGHTNER  
**Other Producers** : None  
**Recon ID** : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
70.46	68.16	68.16	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	61.60	0.00	6.56	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	50.80	0.00	178
Soybeans	9.60	0.00	43
<b>TOTAL</b>	<b>60.40</b>	<b>0.00</b>	

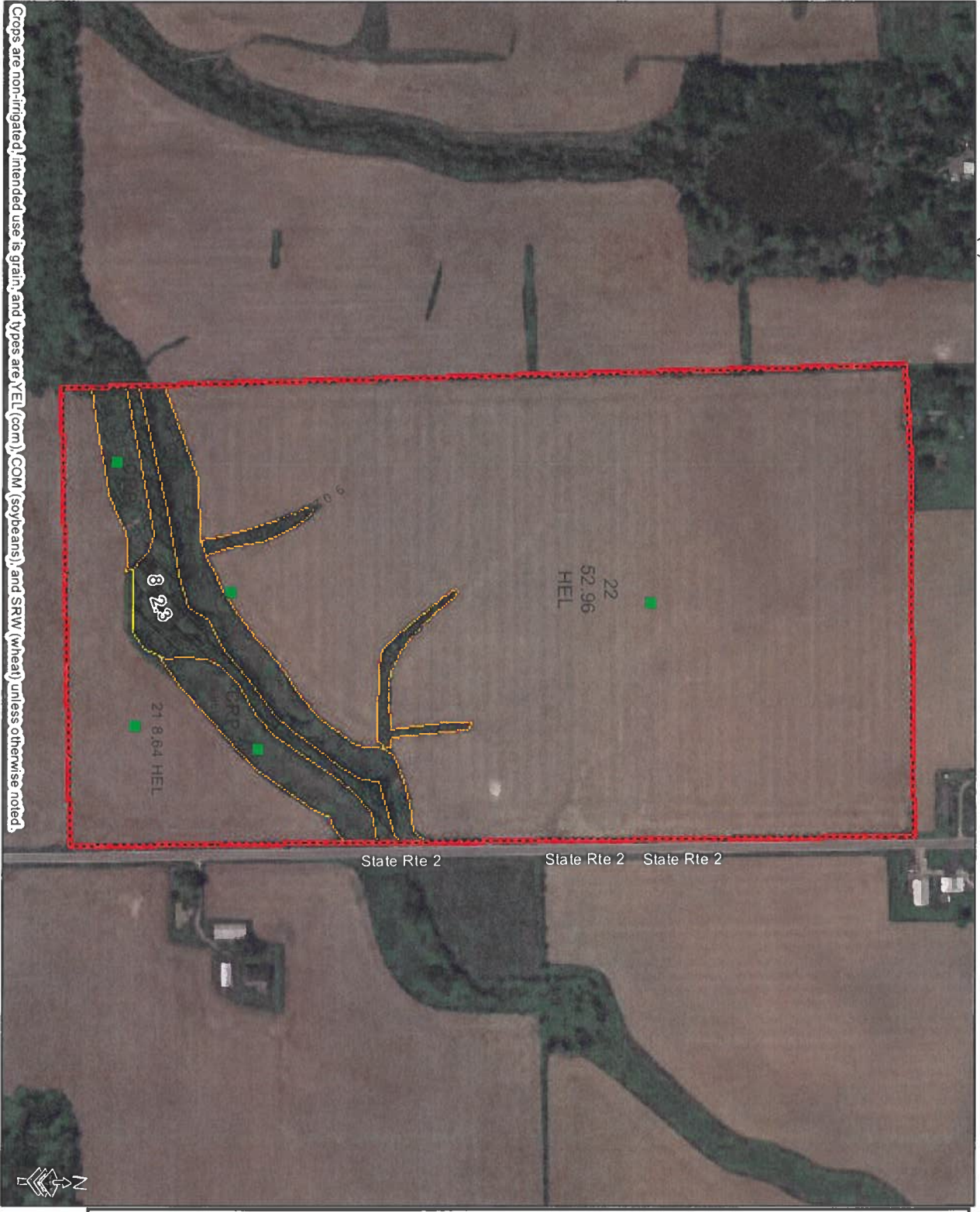
NOTES



**Defiance County, Ohio**  
 06879 Evansport Road Suite D  
 Defiance, Ohio 43512  
 419-782-4781 (P)

2025 Program Year

Farm 5107  
 Tract 3237



Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless otherwise noted.

Tract Cropland Total: 68.16 acres

United States Department of Agriculture (USDA) Farm Service Agency (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 National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data as is and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside 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 boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

NOTES:

- Common Land Unit**
- Non-Cropland
  - Cropland
  - CRP
  - Tract Boundary
- Wetland Determination Identifiers**
- Restricted Use
  - Limited Restrictions
  - Exempt from Conservation Compliance Provisions

Map Created May 15, 2025

CRP-1 (97-66-20)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. ST. & CO. CODE & ADMIN. LOCATION 99 075	2. SIGN-UP NUMBER 59
<b>CONSERVATION RESERVE PROGRAM CONTRACT</b>		3. CONTRACT NUMBER 12345	4. ACRES FOR ENROLLMENT 0.74
		5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) DELANOE COUNTY FARM SERVICE AGENCY 96819 SWANSPORT RD STE 0 DELANOE, OH 43012-9122	6. TRACT NUMBER 3237
5B. COUNTY FSA OFFICE PHONE NUMBER (include Area Code): (619) 787-4771		7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) 10-01-2023 09-30-2033	
8. SIGNUP TYPE: CONTINUOUS			

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2J, as applicable.

9A. Rental Rate Per Acre	\$ 254.88	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment	\$ 190.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost/Share
9C. First Year Payment	\$	3237	0009	CP8A	0.28	\$ 647.00
(Item 9C is applicable only when the first year payment is prorated.)		3237	0010	CP8A	0.46	\$ 1,063.00

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)				
A(1) PARTICIPANT'S NAME AND ADDRESS (include Zip Code) SANDRA EIGHTNER 1482 CORKY ROAD 1 EDELCO, OH 43018-2560	(2) SHARE 50.00%	(3) SIGNATURE (By) Sandra Eightner Rep Kathy K. Bek	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY POA	(5) DATE (MM-DD-YYYY) 06/26/2023
B(1) PARTICIPANT'S NAME AND ADDRESS (include Zip Code) DEAN EIGHTNER 1482 CORKY PINE LN EDELCO, OH 43017-1296	(2) SHARE 50.00%	(3) SIGNATURE (By) Dean Eightner Rep Kathy K. Bek	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY POA	(5) DATE (MM-DD-YYYY) 06/26/2023
C(1) PARTICIPANT'S NAME AND ADDRESS (include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)

12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE Amy S. [Signature]	B. DATE (MM-DD-YYYY) 9-18-23
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**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq), the Food Security Act of 1985 (16 U.S.C. 3901 et seq), the Agricultural Act of 2014 (16 U.S.C. 3901 et seq), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1.119. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, tribal agencies, and non-governmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDAO/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

**Paperwork Reduction Act (PRA) Statement:** The information collection is exempt from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.nrcr.usda.gov/complaint\\_filing\\_cust.html](http://www.nrcr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.usps](mailto:program.intake@usda.usps). USDA is an equal opportunity provider, employer, and lender.

Per FSA Confirmation 7/21/25:  
 Rental Rate: \$254.88  
 Annual Contract Payment: \$190.00  
 North side of ditch

<b>CRP-1</b> (01-08-24)  <b>U.S. DEPARTMENT OF AGRICULTURE</b> Commodity Credit Corporation  <b>CONSERVATION RESERVE PROGRAM CONTRACT</b>	1. ST. & CO. CODE & ADMIN. LOCATION 39 039	2. SIGN-UP NUMBER 48
	3. CONTRACT NUMBER 11540D	4. ACRES FOR ENROLLMENT 5.82
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) DEFIANCE COUNTY FARM SERVICE AGENCY 06879 EVANSPOUR RD STE D DEFIANCE, OH43512-9722	6. TRACT NUMBER 3237	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2016 TO: (MM-DD-YYYY) 09-30-2031
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (419) 782-4781	8. SIGNUP TYPE: CREP - Ohio I-Lake Erie	

*THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.*

9A. Rental Rate Per Acre	\$ 223.20 *MC	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment	\$ 1,300.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$	3237	4	CP21	1.80	\$ 0.00
(Item 9C is applicable only when the first year payment is prorated.)		3237	17	CP21	2.95	\$ 0.00
		3237	19	CP21	1.07	\$ 0.00

**11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)**

A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) SPATIAL AG SYSTEMS GP 11111 LOCKWOOD RD SHERWOOD, OH43556-9714	(2) SHARE 50.00 %	(3) SIGNATURE (By) e-Signed by Kathy Bok For, if applicable: On 03-21-24	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY Agent	(5) DATE (MM-DD-YYYY)
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) DEAN FLIGHTNER 6852 CARRIE PINE LN TOLEDO, OH43617-1288	(2) SHARE 25.00 %	(3) SIGNATURE (By) e-Signed by Kathy Bok For, if applicable: On 03-21-24	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY POA	(5) DATE (MM-DD-YYYY)
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) SOMUPA FLIGHTNER 3482 COUNTY ROAD 1 EDON, OH43518-9560	(2) SHARE 25.00 %	(3) SIGNATURE (By) e-Signed by Kathy Bok For, if applicable: On 03-21-24	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY POA	(5) DATE (MM-DD-YYYY)

12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE <i>Kui Shoff</i> CEO	B. DATE (MM-DD-YYYY) 4-2-24
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**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334), the Further Continuing Appropriations and Other Extensions Act, 2024 (Pub. L. 118-22), and the Conservation Reserve Program 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Usos identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

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Per FSA Confirmation 7/21/25:  
Expiration Rate: 9/30/2031

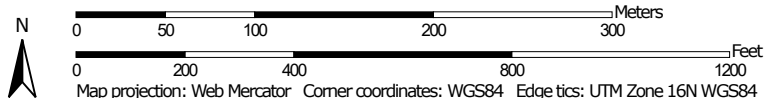
Field 17: North side of ditch  
Fields 4 & 19: South side of ditch

Soil Map—Defiance County, Ohio



Soil Map may not be valid at this scale.

Map Scale: 1:4,230 if printed on A portrait (8.5" x 11") sheet.



## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BmB	Belmore loam, 2 to 6 percent slopes	1.0	1.5%
Boo2B1	Blount loam, 0 to 4 percent slopes	23.4	32.8%
DmA	Digby loam, 0 to 3 percent slopes	5.5	7.7%
GwB	Glynwood loam, 2 to 6 percent slopes	19.9	28.0%
HnA	Haskins loam, 0 to 3 percent slopes	2.8	3.9%
KfA	Kibbie loam, 0 to 3 percent slopes	2.6	3.7%
Pm	Pewamo silty clay loam, 0 to 1 percent slopes	11.4	16.0%
RmB	Rawson sandy loam, 2 to 6 percent slopes	4.6	6.5%
<b>Totals for Area of Interest</b>		<b>71.3</b>	<b>100.0%</b>



**UNITED EDGE**  
REAL ESTATE AND AUCTION CO., LLC

**UNITED EDGE REAL ESTATE & AUCTION CO., LLC**

Darren Bok, CAI, CAS, Broker, Auctioneer  
PO Box 425 153 N. Michigan Ave.  
Edgerton, OH 43517  
Phone: 419-298-1100 Fax: 419-298-1102  
darren@unitededgeue.com  
[UnitedEdgeUE.com](http://UnitedEdgeUE.com)



**OFFER TO PURCHASE AT AUCTION**

Buyer's names as to appear on deed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned hereinafter called the Purchaser hereby offers and agrees to purchase from the Seller the following described premises: \_\_\_\_\_ together with all hereditaments, appurtenances, rights, privileges and easements thereunto belonging, but subject to all legal highways, zoning ordinances, easements, restrictions and conditions of record.

The purchaser agrees to pay and the Seller agrees to sell said premises for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_).

1. The sum of \_\_\_\_\_ (\$ \_\_\_\_\_) non-returnable earnest money deposit to apply on the said purchase price is hereby deposited in trust with **DARREN BOK**, Broker. In the event purchaser defaults under any of the terms of this contract the earnest money deposit shall be treated as partial damages due seller.
2. This property is being purchased in its present physical condition after examination by the undersigned Purchaser, and the Purchaser is relying solely upon such examination with reference to condition, value, character and size of the property and improvements and fixtures, if any, and is not relying upon facts as set forth in any Realtor information sheet.
3. The property passing under this contract shall include the following now on the premises, in their present condition; all buildings, fixtures, electrical, heating, plumbing, kitchen, and bathroom fixtures, all window and door shades, blinds, awnings, screens, storm sash, shutters, curtain and drape rods, T.V. antenna, linoleum and all landscaping and any household appliances remaining and/or sold under the terms of this contract are sold "AS IS" and neither Seller nor his Agents are responsible as to condition or operating capabilities and there are **NO HOME WARRANTIES**; \_\_\_\_\_.
4. **Title Evidence.** Seller shall furnish the Buyer a commitment for title insurance policy. Such title evidence shall be prepared and issued by \_\_\_\_\_. Seller shall pay for the costs of title search and examination as well as the premium cost of the owner's policy of title insurance based upon the purchase price. All other title insurance costs and expenses shall be paid by Buyer. If the title evidence reveals a material defect, Seller shall have 30 days after demand by Buyer to remove such defect and closing shall be delayed accordingly. If Seller is unable or unwilling to remove such defect, Buyer may accept title to such defect or may terminate this agreement and be entitled to a return of their earnest money.
5. Any other Title insurance fees or searches, closing fees & costs are buyer(s) responsibility. **Seller shall be responsible to pay for the conveyance fee to the County Auditor and Realtor Commission as agreed by their Auction Contract.**
6. Taxes and assessments, interest on any mortgage to be assumed and rents, if any, shall be pro-rated to the date of delivery of the deed for the subject premises. In pro-rating taxes and assessments, the latest available rates and valuations shall be used. **ALL CAUV RECOUPMENT WILL BE BUYER'S RESPONSIBILITY IF APPLICABLE.** Seller shall pay all accrued utility bills to the date delivery of the deed or date of vacating, whichever is later.
7. Closing shall be held on or before \_\_\_\_\_. Possession will take place after completion of 2025 harvest.
8. Seller shall deliver to Purchaser a good and recordable warranty deed with appropriate release of dower conveying a good and marketable title to the subject premises to the Purchaser free and clear of all liens, except: taxes and assessments, both general and special from the date of closing and thereafter, restrictions and conditions of record, easements of record and zoning ordinances. Seller shall also be liable to pay for any natural gas line leaks that need to be repaired and any other compliances requirements as required by the gas and other utility companies at the time of transfer of utilities.
9. Seller shall furnish and pay for a Warranty Deed.
10. The closing or escrow shall be at the law office, title agency or office of buyer's choice, and all funds and documents necessary to the completion of this transaction shall be delivered to the office on or before \_\_\_\_\_.





## United Edge Real Estate & Auction Co., LLC

Darren Bok, Broker  
PO Box 425, 153 N. Michigan Ave.  
Edgerton, OH 43517  
Ph: 419-298-1100 Fax: 419-298-1102  
www.UnitedEdgeUE.com

### CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** to help you with your real estate needs. Whether you are selling, buying, or leasing real estate, **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** can provide you with the 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, 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 "sub-agency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties.

#### REPRESENTING BUYERS

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent the 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.

#### AUCTIONS

**UNITED EDGE REAL ESTATE & AUCTION CO., LLC** only represents the seller at auction. It does not represent buyers of real estate at auction. Therefore, **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** will not act as dual agent representing both parties in this type of transaction. Instead, it will only act as the seller's agent in the auction of their real estate. Exception: Relatives, see Office Policy.

#### 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 both 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](http://www.com.ohio.gov/real).

#### WORKING WITH UNITED EDGE REAL ESTATE & AUCTION CO., LLC

**UNITED EDGE REAL ESTATE & AUCTION CO., LLC** does represent both buyers and sellers. When **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** lists property for sale, all agents in the brokerage represent the seller. Likewise, when a buyer is represented by a **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** agent, all of the agents represent the buyer. Therefore, when a buyer represented by a **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** 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 the seller are represented by **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** agents, these agents and **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the term 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 that in writing. If you do not agree to your agent acting as dual agent, you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** has listed. In that instance, **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

**WORKING WITH OTHER BROKERAGES**

**UNITED EDGE REAL ESTATE & AUCTION CO., LLC** does offer representation to both buyers and sellers. When **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** lists property for sale or auction, it also cooperates with, and offers compensation to, other brokerages that represent buyers. **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** 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 **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** will be representing your interests.

When acting as a buyer's agent, **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

**FAIR HOUSING STATEMENT**

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, 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. (Effective: 9/2 9 /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.

**ADVERTISING CONSENT**

Seller X DOES or     DOES NOT consent to Internet advertising along with appropriate newspapers and paper media.

A full copy of our Office Policy can be made available to you upon request. The full Office Policy gives an entire account of how agents/brokers do work.

<u>Dean E. Flightner</u> Seller Signature	<u>06/02/2025</u> Date	_____ Buyer Signature	_____ Date
<u>Suzanne E. Flightner</u> Seller Signature	<u>6-2-2025</u> Date	_____ Buyer Signature	_____ Date
<u>Sandra K. Flightner</u> Seller Signature	<u>6-2-2025</u> Date	<u>[Signature]</u> Agent/Broker	<u>6-2-25</u> 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: St. Rt. 2, Hicksville, OH 43526

Buyer(s): \_\_\_\_\_

Seller(s): Sondra K. Flightner, Dean E. Flightner, Suzanne E. Flightner

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_\_\_\_\_ represent both the buyer and the seller, check the following relationship that will apply:

Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Darren Bok and real estate brokerage United Edge Real Estate & Auction Co, LLC will

be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

## CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD Dean E. Flightner 6/2/2025 DATE

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD Suzanne E. Flightner 6-2-2025 DATE

Sondra K. Flightner 6-2-2025

# 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, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100

