

Bay TWP.
Ottawa County, OH

Bonnigson
& Associates

Real Estate Sales ■ Auction Services

House & Pole Building
2 +/- Acres

Hofacker Real Estate Auction



**Live
&
Webcast**

Hofacker Real Estate Auction



PROPERTY LOCATION: 5577 West Little
Portage East Port Clinton, Ohio 43452. **Watch
For Signs!**

AUCTION LOCATION:
5577 W. Little Portage E.
Port Clinton, Ohio 43452
LIVE & WEBCAST June 4th @ 6:07p



SCAN ME



Bonnigson



BonnigsonA



BonnigsonAssociates



Bonnigson & Associates

Property Preview:

May 14th · 5-6p

May 18th · 10a-12p

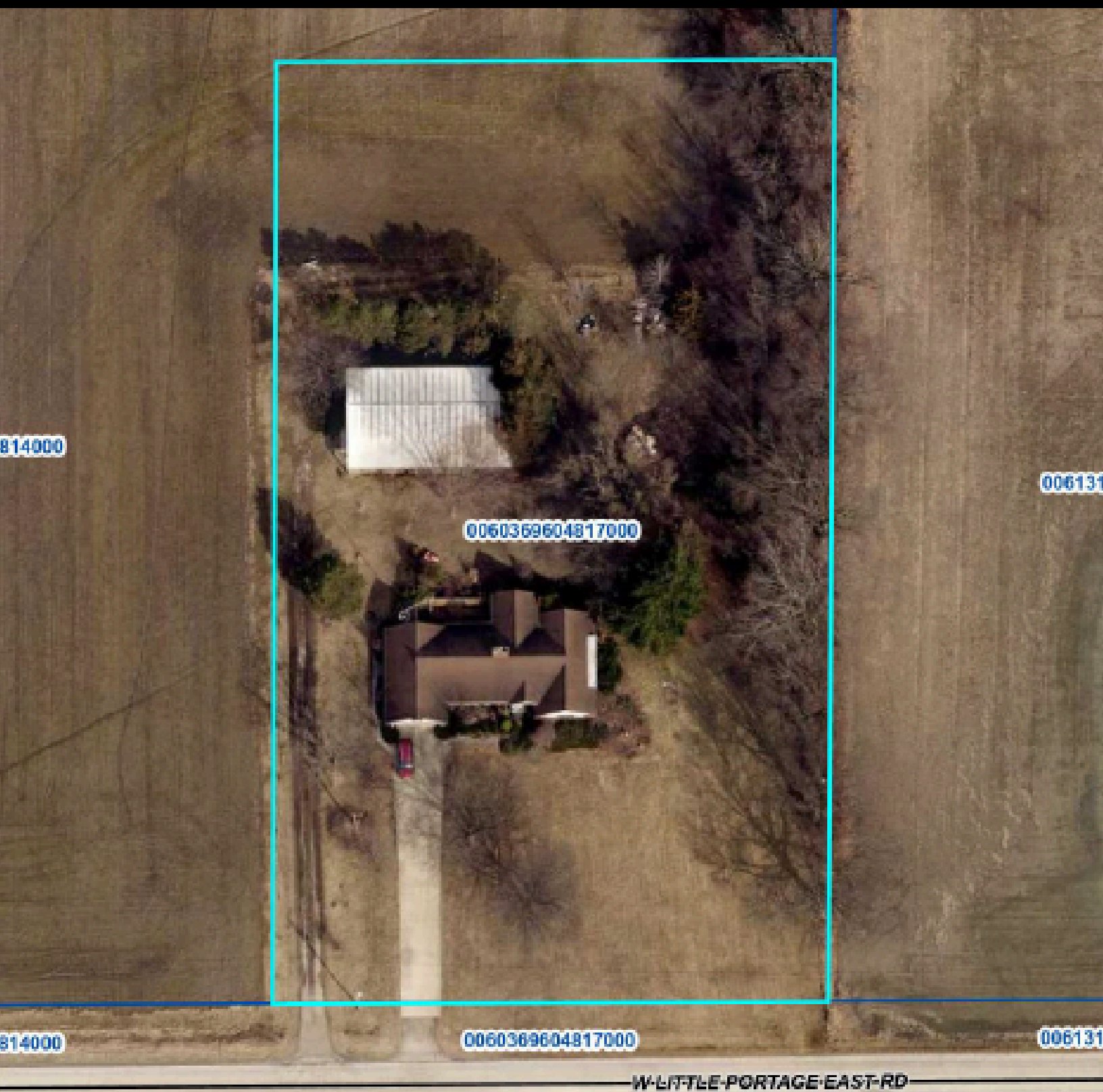


Bonnigson.com
info@bonnigson.com

Bonnigson
& Associates



Hofacker Real Estate Auction



Taxes/Legal: Ottawa County Parcel 0060369604817000 in Bay Twp and Port Clinton CSD. The current 1/2 year taxes are \$1,349.80.

Terms: The successful purchaser will be required to make a nonrefundable down payment of \$10,000 at the conclusion of the auction with the balance due at closing within 45 days. A 3% buyer's premium will be added to the final bid to determine the purchase price. All desired inspections need to be completed prior to bidding.

Owner: Katie Hofacker

Auctioneers: Ken Bonnigson, CAI, Ken Bonnigson, Jr.



5577 W Little Portage East Rd Port Clinton, OH 43452-8988

\$0(Auc)

This beautiful home is situated on 2 acres. With 4 bedrooms, 2.5 baths, a dining room, a living room, and a large family room, there is ample room for the entire family. This home is also equipped with a reverse osmosis filter for drinking water. Outback there are many mature trees and a barn that can be used for a wide variety of projects or storage needs. This barn has plenty of storage space, an auto lift, and a separate heated work area. This auction will take place Tuesday, June 4th @ 6:07pm!

ML#:20241674	Year Built: 1974	Master Bedroom	14x12 Level: Main
Property Type	Residential	2 Bedroom	10x10 Level: Main
Property Subtype	Single Family	3 Bedroom	13x11 Level: Main
Parcel ID	0060369604817000	4 Bedroom	11x11 Level: Main
Beds: 4	Baths 3 (2 1)	Kitchen	18x13 Level: Main
Waterfront	No	Dining Room	13x12 Level: Main
Approx Square Feet	2306 Public Records	Family Room	26x16 Level: Main
Lot Sq Ft (approx)	87120	Living Room	17x13 Level: Main
	2.0000	Air Conditioning	Central
Price/SqFt	\$	Heat System	Baseboard
Cross Street	S. Paulsen Rd.	Patio/Deck	12x24 Deck
County	Ottawa	ExteriorConstruction	Brick, Stucco
Township	Bay	Roof	Asphalt
School System	Port Clinton	1/2 Year Taxes	\$1349.80
Parking Features	Attached	Extras	Ceiling Fan, Dishwasher,
Style	1 Story		Fireplace:Gas, Kitchen
Substructure	Crawl Space		Ventilator, Microwave, Range,
Water	Cistern, Well		Refrigerator, Shed/Storage,
Sewer	Septic Tank		Sump Pump, Thermo Pane
Total # of Rooms	#9	Home Warranty	No

Presented By:

Kenneth J Bonnigson Lic: 271835

Primary: 419-355-6024

Secondary: 419-547-7777

E-mail: ken@bonnigson.com

Web Page: <http://www.bonnigsonre.com>

Bonnigson & Associates Broker Lic.: 271835

1570 W McPherson Highway

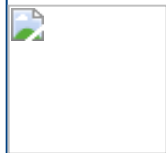
Clyde, OH 43410

419-547-7777

Fax: 419-547-7744

See our listings online:

<http://www.bonnigson.com>



May 2024



Featured properties may not be listed by the office/agent presenting this brochure.

All data subject to errors, omissions or revisions and is NOT warranted.

Copyright ©2024 Rapattoni Corporation. All rights reserved.

U.S. Patent 6,910,045

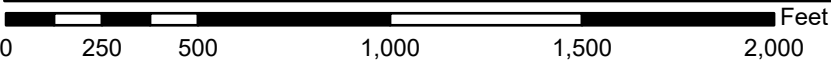
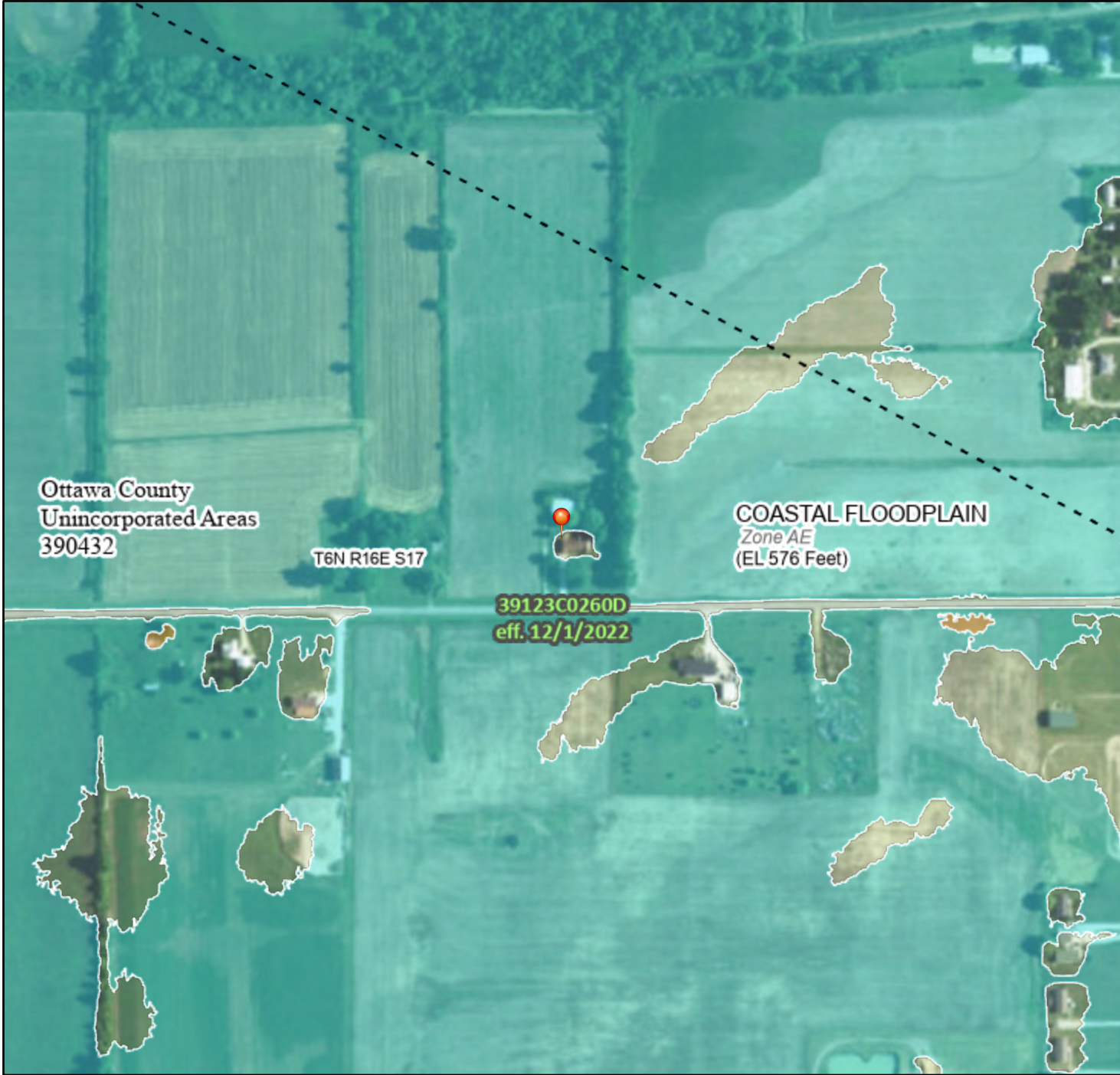


Any offers of compensation are made only to participants of the MLS where the listing is filed.

National Flood Hazard Layer FIRMMette



83°2'44"W 41°29'1"N



1:6,000

83°2'6"W 41°28'34"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **5/24/2024 at 2:47 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Wood Destroying Insect Inspection Report

Notice: Please read important consumer information on page 2.

Section I. General Information

Inspection Company, Address & Phone

Professional Bug Solutions LLC
P O Box 453, Willard, OH, 44890
(419) 677-3358

Company's Pest Control Business Lic. No.

103530

Date of Inspection

5/6/2024

Address of Property Inspected

5577 W Little Portage East Rd
Port Clinton, OH, 43452

Inspector's Name, Signature & Certification, Registration, or Lic. #

Nathan Ault 12234

Structure(s) Inspected

Hause, attached garage and pole barn

Section II. Inspection Findings

This report is indicative of the condition of the above identified structure(s) on the date of inspection and is not to be construed as a guarantee or warranty against latent, concealed, or future infestations or wood destroying insect damage. **Based on a careful visual inspection of the readily accessible areas of the structure(s) inspected:**

- ☐ A. No visible evidence of wood destroying insects was observed.
☒ B. Visible evidence of wood destroying insects was observed as follows:

- ☒ 1. Live insects (description and location): Carpenter bee pole, barn under porch
☐ 2. Dead insects, insect parts, frass, shelter tubes, exit holes, or staining (description and location):
☒ 3. Visible damage from wood destroying insects was noted as follows (description and location): Carpenter bee damage under pole barn porch

NOTE: This is not a structural damage report. If box B above is checked, it should be understood that some degree of damage, including hidden damage, may be present. If any questions arise regarding damage indicated by this report, it is recommended that the buyer or any interested parties contact a qualified structural professional to determine the extent of damage and the need for repairs.

Section III. Recommendations

- ☐ No action and/or treatment recommended: (Explain if Box B in Section II is checked)
☒ Recommend action(s) and/or treatment(s) for the control of: Recommend treatment for carpenter bees

Section IV. Obstructions and Inaccessible Areas

The following areas of the structure(s) inspected were obstructed or inaccessible:

- ☐ Basement N/A
☒ Crawlspace 5-Insulation, 11-Limited access, 13-Only visual access, 24-Duct work, wiring, and/or plumbing, 22-Rigid foam board
☒ Main Level 1-Fixed ceiling, 3-Fixed wall covering, 4-Floor covering, 6-Cabinets or shelving, 24-Duct work, wiring, and/or plumbing
☒ Attic 10-No access or entry, 22-Rigid foam board
☒ Garage 1-Fixed ceiling, 3-Fixed wall covering, 6-Cabinets or shelving, 7-Stored items
☐ Exterior
☒ Porch 13-Only visual access
☐ Addition
☐ Other

The inspector may write out obstructions or use the following optional key:

- | | |
|-------------------------|--|
| 1. Fixed ceiling | 15. Standing water |
| 2. Suspended ceiling | 16. Dense vegetation |
| 3. Fixed wall covering | 17. Exterior siding |
| 4. Floor covering | 18. Window well covers |
| 5. Insulation | 19. Wood pile |
| 6. Cabinets or shelving | 20. Snow |
| 7. Stored items | 21. Unsafe conditions |
| 8. Furnishings | 22. Rigid foam board |
| 9. Appliances | 23. Synthetic stucco |
| 10. No access or entry | 24. Duct work, wiring, and/or plumbing |
| 11. Limited access | 25. Spray foam insulation |
| 12. No access beneath | 26. Equipment |
| 13. Only visual access | |
| 14. Cluttered condition | |

Section V. Additional Comments and Attachments (these are an integral part of the report)

Attachments

Signature of Seller(s) or Owner(s) if refinancing. Seller discloses to the buyer all information, to their knowledge, regarding W.D.I. infestation, damage, repair, and treatment history.

X

Signature of Buyer. The undersigned hereby acknowledges receipt of a copy of both page 1 and page 2 of this report and understands the information reported.

X

Important Consumer Information Regarding the Scope and Limitations of the Inspection

Please read this entire page as it is part of this report. Please refer to the NPMA Suggested Guidelines for instructions on completing this report. This report is not a guarantee or warranty as to the absence of wood destroying insects nor is it a structural integrity report. The inspector's training and experience do not qualify the inspector in damage evaluation or any other building construction technology and/or repair.

- About the Inspection:** A visual inspection was conducted in the readily accessible areas of the structure(s) indicated (see Page 1) including attics and crawlspaces which permitted entry during the inspection. The inspection included probing and/or sounding of unobstructed and accessible areas to determine the presence or absence of visual evidence of wood destroying insects. The WDI inspection firm is not responsible to repair any damage or treat any infestation at the structure(s) inspected, except as may be provided by separate contract. Also, wood destroying insect infestation and/or damage may exist in concealed or inaccessible areas. The inspection firm cannot guarantee that any wood destroying insect infestation and/or damage disclosed by this inspection represents all of the wood destroying insect infestation and/or damage which may exist as of the date of the inspection. **For purposes of this inspection, wood destroying insects include: termites, carpenter ants, carpenter bees, and reinfesting wood boring beetles. This inspection does not include mold, mildew or noninsect wood destroying organisms.** This report shall be considered invalid for purposes of securing a mortgage and/or settlement of property transfer if not used within ninety (90) days from the date of inspection. **This shall not be construed as a 90-day warranty.** There is no warranty, express or implied, related to this report unless disclosed as required by state regulations or a written warranty or service agreement is attached.
- Treatment Recommendation Guidelines Regarding Subterranean Termites:** Treatment or corrective action should be recommended if live termites are found. If no evidence of a previous treatment is documented and evidence of infestation is found, even if no live termites are observed, treatment or corrective action by a licensed pest control company should be recommended. Treatment or corrective action may be recommended if evidence of infestation is observed, and a documented treatment occurred previously, unless the structure is under warranty or covered by a service agreement with a licensed pest control company.>
For other Wood Destroying Insects, please refer to the NPMA suggested guidelines for added guidance on actions and or treatment.
- Obstructions and Inaccessible Areas:** No inspection was made in areas which required the breaking apart or into, dismantling, removal of any object, including but not limited to: moldings, floor coverings, wall coverings, siding, fixed ceilings, insulation, furniture, appliances, and/or personal possessions; nor were areas inspected which were obstructed or inaccessible for physical access on the date of inspection. Your inspector may write out inaccessible areas or use the key in Section IV. Crawl spaces, attics, and/or other areas may be deemed inaccessible if the opening to the area is not large enough to provide physical access for the inspector or if a ladder was required for access. Crawl spaces (or portions thereof) may also be deemed inaccessible if there is less than 24 inches of clearance from the bottom of the floor joists to the surface below. If any area which has been reported as inaccessible is made accessible, the inspection company may be contacted for another inspection. An additional fee may apply.
- Consumer Maintenance Advisory Regarding Integrated Pest Management for Prevention of Wood Destroying Insects.** Any structure can be attacked by wood destroying insects. Homeowners should be aware of and try to eliminate conditions which promote insect infestation in and around their structure(s). Factors which may lead to wood destroying insect infestation include: earth to wood contact, foam insulation at foundation in contact with soil, faulty grade, improper drainage, firewood against structure(s), insufficient ventilation, moisture, wood debris in crawlspace, wood mulch or ground cover in contact with the structure, tree branches touching structure(s), landscape timbers and wood decay. Should these or other conditions exist, corrective measures should be taken in order to reduce the chances of infestation of wood destroying insects and the need for treatment.
- Neither the inspecting company nor the inspector has had, presently has, or contemplates having any interest in the property inspected.**

Photos



IMG_1378.jpeg



IMG_1377.jpeg

OTTAWA COUNTY GENERAL HEALTH DISTRICT, PORT CLINTON, OHIO

APPLICATION AND PERMIT - SEWAGE DISPOSAL

I or we Thomas E. Hofacker
 Address 5667 Little Portage Rd. Port Clinton O.
 hereby apply for a permit to install a sewage system
 (repair, install or change) (privy, sewage disposal system)
 at 5577 Little Portage Rd.
No., Road or Street Name Lot No. Subdivision

in Day Township, Section 17 and owned by Thomas E. Hofacker
 Installer Same License No. 54

I agree to comply with the rules and regulations of the Board of Health District governing the installation and operation of privies, privy vaults, sewerage and sewage disposal devices. I have submitted the form "Sewage Disposal Unit Plans" which shows a plot plan of existing and/or proposed sewage disposal system, location of the water supply, and other pertinent information of the environment. The information submitted is correct and accurate, to the best of my knowledge.

I further agree that I will call for final inspection and approval of the Health Department of this installation prior to its being covered with earth.

Date Sept. 4, 1975

Thomas E. Hofacker
 (Applicant)

APPLICATION APPROVAL

PERMIT ISSUED 9-4-75

NUMBER OF PERMIT 75-161

H. R. Parks M.D.
 Health Commissioner
John Baughman
 Sanitarian

Expiration Date 90 days from date

Remarks:

DESIGN DATA

Private ☒ Semi-Public

Sewage Tank 1500 gal.

Aeration System

Filter Bed

Leaching Tile Field 900 lin. ft.

Building Sewer

FINAL INSPECTION

Ottawa Co. Health Department

10-28-75 E
 Date Sanitarian

SEWAGE DISPOSAL UNIT PLANS

(Prepared for Review by the OTTAWA COUNTY GENERAL HEALTH DISTRICT)

New Construction ☒

Existing ☐

Permit No. 75-161

THOMAS E. HOFACKER

Owner's Name and Address

REC'D SEP 4 1975

Date Received

5577 LITTLE PORTAGE RD.

BAY 17

Location: Road or Street and Number - Subdivision - Lot No. - Township - Section

TURN RIGHT AT BAY TOWNSHIP FIRE DEPT. FIRST HOUSE AFTER CROSSROAD

Directions to Site

Thomas E. Hofacker

Owner's Signature

Thomas E. Hofacker

Installer's Signature

PERCOLATION TEST -

MAKE DRAWING TO SCALE -

45

Minutes for 1 inch fall

(Location of dwelling - Dimension of Lot -
Location of Water Supply - Location of
Perc Test)

3

Depth to Rock Strata or Ground

Water

3

Bedrooms



10/19/95

Street - Road

(WELL) For OUTSIDE USE ONLY



900' feet trench

LITTLE PORTAGE RD

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**Lead Warning Statement****Property Address** 5577 W. Little Portage E. Port Clinton, OH 43452

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.**Purchaser's Acknowledgment (initial)**(c) ☐ Purchaser has received copies of all information listed above.(d) ☐ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or(ii) ☒ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.**Agent's Acknowledgment (initial)**(f) ☐ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<i>Katie Haffner</i>	dotloop verified 05/08/24 2:01 PM EDT WYD-V776-SAK-GPUB	
Seller	Date	Seller
		Date
<i>Kenneth J. Bannigan</i>	dotloop verified 05/08/24 8:46 PM EDT ULUG-TCPS-SAY-RSAM	
Purchaser	Date	Purchaser
		Date
Agent	Date	Agent
		Date

Ohio Association of REALTORS®
Residential Property Disclosure Exemption Form

**To Be Completed By Owner**

Property Address: 5577 W. Little Portage E. Port Clinton,
OH 43452

Owner's Name(s): Catherine Hofacker

Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.

Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- ☐ (1) A transfer pursuant to a court order, such as probate or bankruptcy court;
- ☐ (2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
- ☒ (3) A transfer by an executor, a guardian, a conservator, or a trustee;
- ☐ (4) A transfer of new construction that has never been lived in;
- ☐ (5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the sale;
- ☐ (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
- ☐ (7) A transfer where either the owner or buyer is a government entity.

ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL DUTY TO DISCLOSE ANY KNOWN LATENT DEFECTS OR MATERIAL FACTS TO THE BUYER.

OWNER'S CERTIFICATION

By signing below, I state that the proposed transfer is exempt from the Residential Property Disclosure Form requirement. I further state that no real estate licensee has advised me regarding the completion of this form. I understand that an attorney should be consulted with any questions regarding the Residential Property Disclosure Form requirement or my duty to disclose defects or other material facts.

Owner: Katie Hofacker

dotloop verified
05/08/24 2:02 PM EDT
KWL-LUNC-0P3A-HTRS

Date: _____

Owner: _____

Date: _____

BUYER'S ACKNOWLEDGEMENT

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

This is not a state mandated form. This form has been developed by the Ohio Association of REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio Association of REALTORS® is not responsible for the use or misuse of this form.



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: 5577 W. Little Portage E. Port Clinton, OH 43452

Buyer(s): _____

Seller(s): Catherine Hofacker

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) Ken Bonnigson and real estate brokerage Bonnigson & Associates 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

BUYER/TENANT DATE

Catherine Hofacker
SELLER/LANDLORD 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



ADDENDUM "A"

BONNIGSON & ASSOCIATES

5577 W. Little Portage E. Port Clinton, OH 43452

**Ottawa County Parcels #0060369604817000
Bay Twp., Ottawa County, Ohio**

OWNER: Catherine Hofacker

BONNIGSON & ASSOCIATES welcomes you to bid YOUR price on the real estate offered at this Auction.

BIDDING PROCEDURES TO KEEP IN MIND:

- 1. All bidding is open and public. You will need to raise your hand or call out your bid as the Auctioneer asks for bids. It is easy! This is a one-time opportunity. Watch the Auctioneer and bid assistants. They will take your bid and will assist you with any questions. The property will be offered in 1 tract.**
- 2. Bidding will remain open until the closing of the auction. Bidding will be a lump sum dollar amount. The present legal description has been reviewed by Ottawa County GIS office and is acceptable to be conveyed to the Purchaser.**
- 3. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.**
- 4. Minimum bid increments are at the discretion of the Auctioneer.**
- 5. We anticipate that the top bid at the close of the auction will be accepted. The final bid, however, is subject to the Owner's acceptance or rejection.**

TERMS OF THE AUCTION OUTLINED:

- 1. A Three Percent (3%) Buyer's premium fee will be added to the final bid to establish the final Sale Contract Price. A NON-REFUNDABLE down payment of \$10,000 is required at the close of the auction for the successful buyer(s). The down payment may be paid in the form of cash, personal check, business check or cashier's check, made payable to Bonnigson & Associates Trust Account, immediately negotiable.**
- 2. The balance of the purchase price is due in cash at closing, which will take place on or before July 19, 2024, or as soon thereafter as is reasonably possible for Seller to have obtained any applicable survey work and title related documents. The closing agent will be Hartung Title Agency.**
- 3. Seller shall provide sufficient marketable title free and clear of all liens and subject to easements and restrictions of record and shall furnish a warranty deed conveying the real estate to the Buyer. Seller to pay any real estate transfer fee or tax; Taxes and assessments due and payable on the date of transfer; The cost of deed preparation; The amount due Purchaser by reason of proration; One-half (1/2) of the escrow/closing fee.**
- 4. At the close of the auction, Buyer(s) will be required to execute an Agreement to Purchase Real Estate and Addendum. The terms of this agreement and addendum are non-negotiable. You will be closing in the manner in which you bid at the auction. Buyer to pay the cost of recording the deed, any mortgage and all costs and fees incidental thereto; One-half (1/2) of the escrow/closing fee; The cost of insuring premiums for Owner's Fee Policy of Title Insurance; The cost of title examination and title commitment; Seller and Buyer will pay any other charges paid thru escrow as described in articles 17 & 18 of the purchase agreement.**

5. The Auction Company has posted such documents as, legal description, aerial photos, plat map, etc. It is the responsibility of each bidder to review this information prior to the start of the auction. Also, an example of the Agreement to Purchase and Addendum that will be signed at the close of the auction is posted. It will be understood that you have reviewed the entire agreement carefully prior to the start of the auction.
6. The information contained herein is believed to be correct to the best of the auctioneer's knowledge. The information is being furnished for the bidder's convenience and it is the responsibility of the bidder to determine the information contained herein is accurate and complete. Your bids are to be based solely upon your inspection. All real estate is sold without physical warranty. Seller and agent are not assuming any responsibility for warranty of any specific zoning classification, location of utilities, assurance of building permits, driveway permits, or water and septic permits. This property is being "SOLD AT AUCTION" in "AS IS, WHERE IS" condition, all faults included. Further, NO inspections, or surveys, or reports have been made for wells, septic, or other environmental problems, and this sale is not conditional upon any such reports.
7. The real estate is being sold subject to these limitations: building and Zoning laws, ordinances, state and federal regulations, regional planning, restrictions as to use or improvements of premises, any utility, roadway, railway, pipeline, wind and any other leases or easements of record, any other limitations outlined in the purchase agreement.
8. The Real Estate Taxes will be prorated per local method, to the date of closing.
9. Purchaser will have possession at closing. Buyer(s) acknowledges the electric service to the drainage pumps located on adjoining farmland behind the home and barn. The owner of the property will have the responsibility to have new electric service installed to the pumps. The Seller will provide electric until September 1st, 2024. In the past the Seller has been reimbursed for this electric service presently from the barn.
10. The piano and any other miscellaneous items remaining at the residence will be included in the purchase of the house.
11. In case a dispute arises between the Purchaser(s), Seller(s) or Auctioneer/Realtor it will go to binding arbitration to be settled. The parties involved would each select an arbitrator and then the arbitrators will select another one. Any such arbitration shall be conducted in Sandusky County, Ohio, unless otherwise mutually agreed upon by the parties.
12. BONNIGSON & ASSOCIATES and its representatives are the exclusive agent of the Seller. Buyer(s) will sign an Agency Disclosure Statement at the end of the auction.

Thank you for your interest in this offering. If you have any questions, please feel free to talk to one of our representatives.

WE AGREE TO THE ABOVE STATED CONDITIONS AND ANNOUNCEMENTS FROM THE AUCTION BLOCK.

SELLER(S)

DATE

BUYER(S)

DATE

AUCTION MANAGER

DATE
