

# REAL ESTATE AUCTION



165 ± Acres | 6 Tracts

## AUCTION DATE:

October 19, 2016 at 6:00 pm

## PROPERTY/SALE LOCATION:

4560 and 4822 Gratiot Rd. Newark, Ohio

## INSPECTION DATES:

September 18, October 2 and October 9  
from 1:00 -3:00 pm

## TERMS:

Successful buyer required a 10% non-refundable down payment day of sale with balance in 45 days. Property sell subject to owner confirmation and in its present As-Is condition any and all inspections buyer desires must be completed prior to auction.

## 165 +/- ACRES OFFERED IN 6 TRACTS | MULTI PARCEL AUCTION FORMAT

- |                   |                      |                 |
|-------------------|----------------------|-----------------|
| • Farm House      | • Executive Log Home | • Pole Barn     |
| • Rolling Terrain | • Wooded             | • Open Areas    |
| • Pond            | • Large Ravines      | • Shelter House |
| • Boat Dock       | • Walking Bridge     | • Tennis Court  |
| • Amazing Views   | • Multi-level Deck   | • Gated Entry   |



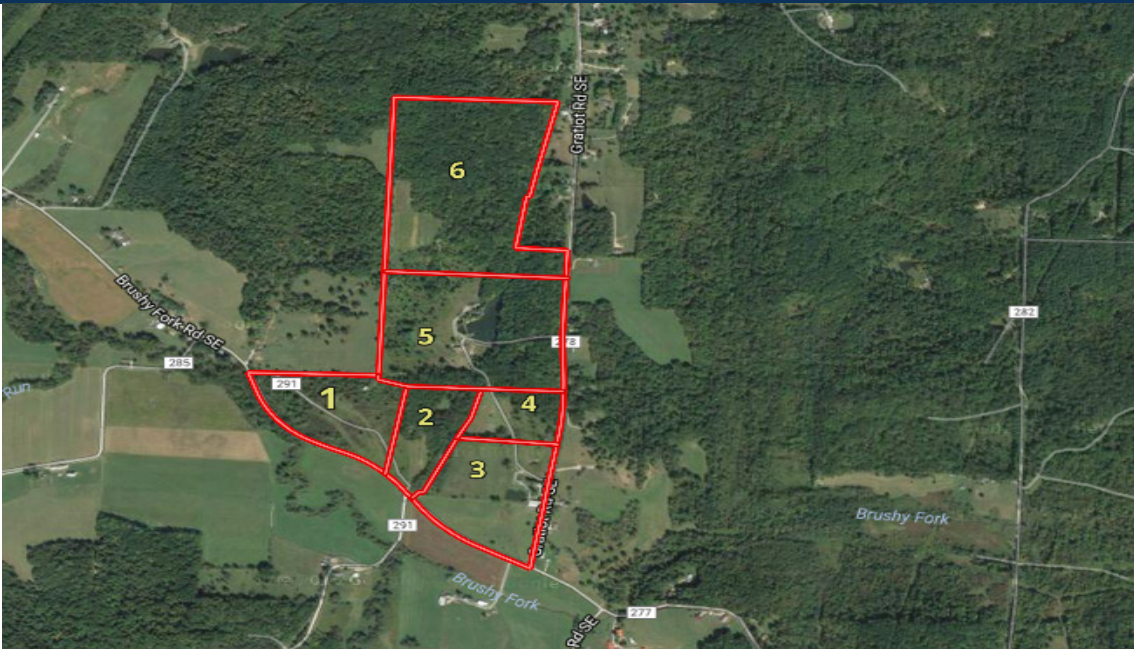
Auction Services

United Country Real Estate and Auction Service  
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The information contained herein was obtained from sources believed reliable; however, United Country Real Estate and Auction Services makes no guarantees, warranties, or representations as to the completeness or accuracy thereof. The presentation of this property is submitted subject to errors, omissions, change of price or conditions prior to sale or lease, or withdrawal without notice.



# REAL ESTATE AUCTION



**Tract 1:** 20+/- acres - rolling terrain with trees and open area. Frontage on Brushy Fork Rd

**Tract 2:** 11+/- acres - rolling terrain with trees open areas. Frontage on Brushy Fork Rd.

**Tract 3:** 26+/- acres. This tract is improved with a 2100 Sq. Ft. 2 story remodeled farm house with sunken living room w/fireplace, updated kitchen w/eating space, 4 bedrooms, 2 baths, mud room/laundry room, partial basement, attached garage, cement board siding, metal roof, hardwood floors. Additional amenities on the property include: pond, fenced pastures, 5400 sq. ft. pole barn with tack room, wash room, heated office, storage area and stalls. Bring the horses/livestock and 4-H projects.

**Tract 4:** Having 10+/- acres with rolling terrain frontage on Gratiot Rd.

**Tract 5:** 5200 sq. ft. Executive log home or corporate retreat on 45+/- acres. One of the most stunning properties in Licking County.

Home amenities include:

- Chef style kitchen w/granite counter tops, Sub Zero Refrigerator/Freezer, Jenn Air Double oven and gas counter top oven. Tile floors and knotty pine cathedral beam ceilings and loads of storage.
- Living room with massive stone wall gas fireplace, beam cathedral knotty pine ceiling, and sliding glass doors to rear deck overlooking pond.
- Owner's suite with wood burning stove, full bath w/wood floors, sliding glass doors leading to deck overlooking the large pond.
- 2nd bedroom w/full bath cedar lined walk-in closet.
- Dining room w/wet bar 2 walls of windows overlooking large pond.
- Walkout lower level with 2 bedrooms full bath, cherry stained lined office having built in book shelves with glass walls overlooking pond, full wet bar granite counter tops with subzero refrigerator, dishwasher and trash compactor, multi-level theatre room w/stain cherry wood work, pool room, mechanical room w/networking system, sliding glass doors leading to massive multi-level deck leading to pond.
- 2 story pin barn with 7 stalls, wash room, tack room, heat, hay storage, turn out areas, lighted outside working area.
- 1800 sq. ft. octagon building on top of the property hardwood floors, heat and air, bathroom vaulted ceilings with skylights. Great meeting area.
- Large pond, black top drive, gated entry, woods, open areas, fenced pasture, tennis court, covered boat dock, walking bridge over pond leading to shelter house and more.

**Tract 6:** Having 56+/- acres predominately wooded tract with large ravines and frontage on Gratiot Rd.

**Owner: F D L Farms, LLC**



**TERMS AND CONDITIONS**

Pursuant to the pre-auction sale bills and applicable law, **THESE TERMS AND CONDITIONS REPLACE AND SUPERSEDE ALL PRIOR TERMS AND CONDITIONS OF ANY NATURE, WHETHER WRITTEN, VERBAL, OR OTHERWISE. IT IS THE BIDDER'S RESPONSIBILITY TO BE FAMILIAR WITH THESE TERMS AND CONDITIONS.** By registering for this auction and placing a bid, bidder acknowledges that these terms and conditions have been disclosed to bidder, and bidder agrees to be bound by these terms and conditions. Property sells subject to owner's confirmation day of sale.

1. Buyer to pay a ten percent (10%) NON-REFUNDABLE down payment per tract purchased, or for the whole, upon the execution of the purchase contract, which is to be applied to the purchase price at closing or retained by Seller if the closing does not occur. Balance of the purchase price is due in cash at closing which shall occur on or before December 2, 2016. Real estate taxes shall be prorated to the day of closing based upon the most recent available tax rate and valuation. Seller will not pay CAUV recoupment on any tract. Survey: Seller will provide Buyer with the survey that Seller has in its possession. If Seller's survey is not adequate for Buyer for transfer purposes, Buyer must obtain a survey and Buyer is responsible for survey costs. Seller will only pay for the conveyance fee, owner's policy of title insurance from a title agency of Seller's choosing, Seller's portion of title agency closing fee not to exceed \$150.00, and deed preparation. Closing and title commitment to be at Stewart Title Guaranty Company. Seller will pay no other closing costs. The owner's policy of title insurance shall contain all standard exceptions, as listed in the title commitment. As owner's title insurance is being provided, Seller reserves the right to determine which form of deed (warranty, quit-claim, fiduciary, etc.) shall be used.
2. All real property and improvements are selling, and will be purchased and transferred, in their present, "AS IS", "WHERE IS" condition, and with all faults, and with no warranties expressed or implied, contractual or statutory (including, without limitation, any warranty of merchantability or fitness for a particular purpose), by Seller or Seller's agent. No representations have been made by Seller or Seller's agent with regard to fitness of the real property or improvements for a particular use or for any Buyer development plans. Buyer has not relied on Seller with respect to any matter in connection with Buyer's evaluation of the real property and improvements. It is Buyer's responsibility to have any inspection Buyer desires completed prior to auction. It is Buyer's responsibility to pay for and obtain any and all due diligence inspections and inquiries as to the feasibility of Buyer's intended development plans prior to bidding. United Country Real Estate and Auction Services, LLC, and all agents associated, represent only the Seller in this transaction. Successful Buyer(s) shall sign an agency disclosure form acknowledging that United Country Real Estate and Auction Services, LLC, and its associated agents, are working on behalf of the Seller only.
3. All prospective Buyers who desire to participate in the auction must register the day of sale prior to bidding and must provide such personal information as requested by the auctioneer. Real estate agent or broker cooperation is welcome; however, agents and brokers must register clients forty-eight (48) hours prior to sale with an agency disclosure, must have shown the property, and must attend the auction. No exceptions.
4. Seller has specifically reserved the right to have the auctioneer determine the minimum bid advancement that will be accepted from all bidders, including the amount necessary to "break" winning bids during the multi-parcel portion of the auction. This is a multi-parcel auction with open bidding on any tract, combination of tracts, or the whole, up until the Seller or auctioneer determines the auction to be closed. The auctioneers will handle any disputes at the time of the auction and all decisions will be final. The auctioneer, the Seller, and/or the attorney for the Seller reserve the right to demand satisfactory written evidence of the authority of an agent to enter a bid or to execute a purchase contract on behalf of another party. This auction may be subject to online, phone or proxy bidding.
5. Each successful bidder will be required to immediately execute the posted purchase contract and deposit with the auctioneer the down payment described above. In the event there is a conflict between these terms and conditions and the purchase contract, the signed purchase contract's terms and conditions will control the transaction.
6. Please view the posted title commitment for any questions on easements, right of ways, leases, etc. Any reports, disclosures, letters or other documents from third parties are deemed reliable but are not guaranteed by Seller or United Country Real Estate and Auction Services, LLC.
7. Any personal property left on the grounds of the real estate as of the date of closing becomes the property of the Buyer of the real estate, excluding any items owned by tenants. Buyer will assume all responsibility and costs associated with these items as of the date of closing except items owned by tenants.
8. All information contained in this brochure and all related material came from sources that are deemed reliable but are not warranted by Seller or auctioneers. Announcements made day of sale shall take precedence over printed material.
9. All acreages published are approximate and subject to final survey. There will be a gas line easement across tracts 2, 3 and 5.

## LETTER REPORT

File Number: 01032-22165

Loan Number:

Property Address: 4560 Gratiot Road, Newark, OH 43056

Tax Key Number: 022-059760-00.000

Prepared for: FDL Farms, Ltd.

### Property Description:

Situated in the State of Ohio, County of Licking, Township of Hopewell, and being part of the North Half of Section 2, Township 1, Range 10, and also being part of the Township of Hanover, being a part of Lot 20, Quarter Township 4, Township 2, Range 10, United States Military Lands, and being part of the lands presently owned by David W. Longaberger, Trustee, a part of Exhibits "H", "I", and "G", and all of Exhibit "J" of Official Record 929, Page 492, and being more particularly described as follows:

Beginning for reference at a stone found at the Northeast Corner of the Northwest Quarter of Section 2, Township 1, Range 10, United States Military Lands;

Thence along the township line between Hanover and Hopewell, North 82 degrees 03 minutes 06 seconds West, 262.13 feet to a stone found at the southeast corner of lands presently owned by Craig F. Sforza, (Instr. No. 200203290012010), and the principal place of beginning;

Thence along the east line of said Sforza lands, North 06 degrees 40 minutes 02 seconds East, 3029.34 feet to an iron pin found on the southwest corner of lands presently owned by Ryan T. Gerber (Instr. No. 200308060038038);

Thence along the south line of said Gerber lands, South 82 degrees 47 minutes 06 seconds East, 1393.47 feet to a corner post found at the northwest corner of lands presently owned by Dominique Crawmer (OR 424-786), passing an iron pin set at 1392.47 feet;

Thence along the west line of said Crawmer lands, South 16 degrees 21 minutes 41 seconds West, 709.50 feet to a point on the northwest corner of lands presently owned by Aaron P. Debevoise (instr. No. 200209200035270);

Thence along the west line of said Debevoise lands, South 15 degrees 35 minutes 32 seconds West, 313.59 feet to an iron pin found on the northwest corner of lands presently owned by Roy E. Ayers (Instr. No. 200008240027027);

Thence along the lines of said Ayers lands the following four courses:

- 1.) South 15 degrees 35 minutes 32 seconds West, 25.67 feet to an iron pin found;
- 2.) North 86 degrees 22 minutes 05 seconds West, 15.89 feet to an iron pin found;
- 3.) South 15 degrees 55 minutes 54 seconds West, 561.05 feet to an iron pin found on the southwest corner of said lands;
- 4.) South 86 degrees 25 minutes 37 seconds East, 445.03 feet to a point in the centerline of Gratiot Road (Co. Rd. 278), passing an iron pin found at 415.03 feet;



Thence along the centerline of said road the following six courses:

- 1.) South 07 degrees 18 minutes 30 seconds West, 78.01 feet to a point;
- 2.) South 07 degrees 02 minutes 29 seconds West, 520.97 feet to a point;
- 3.) South 06 degrees 59 minutes 39 seconds West, 239.54 feet to a point;
- 4.) South 04 degrees 57 minutes 08 seconds West, 109.94 feet to a point;
- 5.) South 02 degrees 49 minutes 30 seconds West, 490.58 feet to a point on the township line;
- 6.) South 05 degrees 48 minutes 48 seconds West, 116.81 feet to a point;

Thence leaving said centerline and through lands presently owned by David W. Longaberger, Trustee, OR 929-492, Exhibits "H", "G", and "I", the following three courses:

- 1.) North 84 degrees 09 minutes 29 seconds West, 1327.94 feet to an iron pin set, passing iron pins set at 15.00 feet and 634.58 feet;
- 2.) North 67 degrees 22 minutes 28 seconds West, 258.71 feet to an iron pin set;
- 3.) North 09 degrees 43 minutes 01 seconds West, 53.90 feet to the principal place of beginning, containing 101.262 acres more or less;

Subject to all legal recorded right of ways and applicable easements.

Iron pins set are 5/8 inch diameter by 30 inch long rebar with plastic identification caps, stamped "Newcome, Reg. No. 7321."

Bearings are based on the east line of the Northwest Quarter of Section 2, as being South 05 degrees 44 minutes 39 seconds West.

This description is written based on a field surveys completed on July 23, 2007 by Jack D. Newcome, Reg. No. 7321.

Parcel Number: 022-059760-00.000

**Current Owner of Record:**

FDL Farms, LLC, by virtue of that certain conveyance recorded in Instrument 200711300030707, filed November 30, 2007, in the Licking county records.

**We found the following matters of record affecting the title of the premises for the period searched.**

Mortgage dated February 10, 2012 and recorded February 15, 2012 as Instrument 201202150003238 in the original principal amount of \$995,000.00 from KeyBank National Association to FDL Farms, LLC an Ohio limited liability company.

Tax information as to:

Parcel Number: 022-059760-00.000 - 97.213 Acres

Property Address: 4560 Gratiot Road

Taxes for the first half of 2015, in the amount of \$9,159.79, are paid.

Muskingum Watershed Construction Assessment for the first half of 2015, in the amount of \$3.00, is paid.  
Taxes for the second half of 2015, in the amount of \$9,159.79, are paid.  
Muskingum Watershed Construction Assessment for the second half of 2015, in the amount of \$3.00, is paid.

Assessed values: Land \$151,760.00, Building \$304,190.00, Total \$455,950.00

Tax information as to:

Parcel Number: 031-100572-00.001 - 4.049 Acres

Property Address: Brushy Fork Road SE

Taxes for the first half of 2015, in the amount of \$119.37, are paid.

Taxes for the second half of 2015, in the amount of \$119.37, are paid.

Assessed values: Land \$5,990.00, Building \$0.00, Total \$5,990.00

**Effective Date:** September 14, 2016 at 8:00AM

Countersigned by:

  
Betty A. Huff, Assistant Secretary

**Issue Date:** September 19, 2016

Note: Attention is called to the fact that this Letter Report is only a check of the mortgages and liens of record. It is not a guaranty of title. No check of the record has been made prior to the date of the last conveyance shown above. Liability is limited to the amount paid for this report. If larger liability or an insurance product is needed, please call our office and request that this Letter Report be reissued as a commitment.



## LETTER REPORT

File Number: 01032-22164

Loan Number:

Property Address: 4822 Gratiot Road, Newark, OH 43056-9571

Tax Key Number: 031-100884-00.000

Prepared for: FDL Farms, Ltd.

### Property Description:

Situated in the State of Ohio, County of Licking, Township of Hopewell, and being part of the North Half of Section 2, Township 1, Range 10, United States Military Lands, and being part of the lands presently owned by David W. Longaberger, Trustee, OR 929-492, and being more particularly described as follows:

Beginning for reference at a stone found at the Northeast Corner of the Northwest Quarter of Section 2, Township 1, Range 10, United States Military Lands:

Thence along the common line between Hopewell and Hanover Townships, North 82 degrees 03 minutes 06 seconds West, 262.13 feet a stone found at the southeast corner of land presently owned by Craig A. Sforza, (Instrument No. 200203290012010), and the principal place of beginning;

Thence through lands presently owned by David W. Longaberger, Trustee (OR 929-492), the following three courses:

- 1) South 09 degrees 43 minutes 01 seconds East for a distance of 53.90 feet to an iron pin set;
- 2) South 67 degrees 22 minutes 28 seconds East, for a distance of 258.71 feet to an iron pin set;
- #) South 84 degrees 09 minutes 29 seconds East, for a distance of 1327.94 feet to a point in the centerline of Gratiot Road (Co. Rd. 278), (as per previous survey), passing iron pins set at 693.36 feet, and 1312.94 feet;

Thence along said centerline the following three courses:

- 1) South 05 degrees 49 minutes 16 seconds West, for a distance of 279.00 feet to a point;
- 2) South 13 degrees 51 minutes 36 seconds West for a distance of 294.26 feet to a point, from which an iron pipe found bears North 80 degrees 55 minutes 20 seconds West, 25.20 feet;
- 3) South 13 degrees 50 minutes 27 seconds West for a distance of 1357.79 feet to a point in the centerline of Brushy Fork Road (Co.Rd. 277), from which an iron pin found bears North 16 degrees 56 minutes 13 seconds West, 74.75 feet;

Thence along the centerline of said Brushy Fork Road the following thirteen courses:

- 1) North 57 degrees 51 minutes 36 seconds West for a distance of 567.88 feet to a point;
- 2) North 49 degrees 57 minutes 44 seconds West for a distance of 271.46 feet to a point;
- 3) North 40 degrees 51 minutes 13 seconds West for a distance of 191.29 feet to a point;
- 4) North 34 degrees 03 minutes 39 seconds West for a distance of 270.32 feet to a point, from which an iron pin found bears North 05 degrees 44 minutes 15 seconds East, 41.44 feet;
- 5) North 33 degrees 34 minutes 14 seconds West for a distance of 78.60 feet to a point;
- 6) North 34 degrees 43 minutes 56 seconds West for a distance of 95.46 feet to a point;
- 7) along a curve to the left having a radius of 1302.00 feet and an arc length of 432.12 feet, and a chord which bears North 45 degrees 58 minutes 20 seconds West for a distance of 430.14 feet to a point;

8) North 59 degrees 31 minutes 20 seconds West for a distance of 109.73 feet to a point;  
9) North 63 degrees 16 minutes 58 seconds West for a distance of 215.81 feet to a point;  
10) North 57 degrees 35 minutes 52 seconds West for a distance of 245.32 feet to a point;  
11) along a curve to the right having a radius of 975.75 feet and an arc length of 464.97 feet, and a chord which bears North 38 degrees 14 minutes 27 seconds West for a distance of 460.58 feet to a point;  
12) North 20 degrees 29 minutes 46 seconds West for a distance of 108.27 feet to a point;  
13) North 15 degrees 20 minutes 34 seconds West for a distance of 243.08 feet to a point on the south line of lands presently owned by Craig A. Storza (Instr. No. 200203090012010), from which an iron pin found bears North 56 degrees 46 minutes 52 seconds East, 29.15 feet;

Thence along the south line of said Storza lands, South 84 degrees 49 minutes 08 seconds East for a distance of 1113.33 feet to the principal place of beginning, passing an iron pipe found at 50.51 feet, containing 68.690 acres more or less.

Iron pins set are 5/8 inch diameter by 30 inch long rebar with plastic identification caps, stamped "Newcome, Reg. No. 7321".

Bearings are based on the east line of the Northwest Quarter of Section 2, as being South 05 degrees 44 minutes 39 seconds West.

This description is written based on a field surveys completed on June 2, 2005 and July 12, 2007 by Jack D. Newcome, Reg. No. 7321.

Parcel Number: 031-100884-00.000

**Current Owner of Record:**

FDL Farms, LLC by virtue of that certain conveyance of record in Instrument No. 201308050019957, filed 8/5/2013, of the county records.

**We found the following matters of record affecting the title of the premises for the period searched.**

No Open Mortgages found during our exam period.

**Tax Information as to:**

Parcel Number: 031-100884-00.000 - 68.69 acre

Property Address: 4822 Gratiot Road

Taxes for the first half of 2015, in the amount of \$2,723.01, are paid.

Muskingum Watershed Assessment for the first half of 2015, in the amount of \$3.00, is paid.

Taxes for the second half of 2015, in the amount of \$2,723.01, are paid.

Muskingum Watershed Assessment for the second half of 2015, in the amount of \$3.00, is paid.

Assessed values: Land \$85,890.00, Building \$50,750.00, Total \$136,640.00

Right of Way easement granted to Licking Rural Electrification, Inc., as more fully set forth in the document recorded as Official Record 320, page 848.

Rights of the public and any governmental unit in any part of the land taken, deeded or used for road, street or highway purposes. Rights of way for drainage tiles, ditches, feeders, laterals, swales and underground drain tile or pipe, if any.

Any inaccuracy in the area, square footage, or acreage of land described in Schedule A. The company does not insure the area, square footage, or acreage of the land.



Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

NOTE: Title to the estate or interest shown in Schedule A was acquired by General Warranty Deed from David B. Fischer a married individual to FDL Farms, LLC, an Ohio limited liability company, dated 7/8/2013 and recorded on 8/5/2013, in Instrument No. 201308050019957.

The following 24 month chain of title is shown for informational purposes, Stewart does not insure the accuracy of the chain of title information and the insured listed in schedule A shall not rely on this information in reaching a determination on this loan transaction: NONE

**Effective Date:** September 13, 2016 at 8:00AM

Countersigned by:

  
Betty A. Huff, Assistant Secretary

Issue Date: September 16, 2016

Note: Attention is called to the fact that this Letter Report is only a check of the mortgages and liens of record. It is not a guaranty of title. No check of the record has been made prior to the date of the last conveyance shown above. Liability is limited to the amount paid for this report. If larger liability or an insurance product is needed, please call our office and request that this Letter Report be reissued as a commitment.

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

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


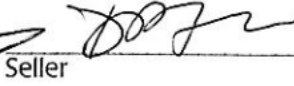
(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### 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.

	_____		_____
Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date





STATE OF OHIO  
DEPARTMENT OF COMMERCE

Davis

2013

RENTED FARMHOUSE

## RESIDENTIAL PROPERTY DISCLOSURE FORM

**Purpose of Disclosure Form:** This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. **POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).**

**Owner's Statement:** The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

## OWNER INSTRUCTIONS

**Instructions to Owner:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials APF Date 10-6  
Owner's Initials me Date 10-6

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_



STATE OF OHIO DEPARTMENT  
OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address:

4822 Gratiot Road, Newark, Ohio 43055

Owners Name(s):

FDL Farms, LLC

Date: \_\_\_\_\_, 20\_\_\_\_

Owner ☐ is ☒ is not occupying the property. If owner is occupying the property, since what date:

If owner is not occupying the property, since what date: Since purchased in 2011

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- |  |                                       |                                      |
|--|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> Public Water Service    | <input type="checkbox"/> Holding Tank | <input type="checkbox"/> Unknown     |
| <input type="checkbox"/> Private Water Service   | <input type="checkbox"/> Cistern      | <input type="checkbox"/> Other _____ |
| <input checked="" type="checkbox"/> Private Well | <input type="checkbox"/> Spring       | _____                                |
| <input type="checkbox"/> Shared Well             | <input type="checkbox"/> Pond         | _____                                |

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? ☐ Yes  
No ☒ If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): \_\_\_\_\_

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) ☒ Yes ☐ No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Public Sewer       | <input type="checkbox"/> Private Sewer | <input type="checkbox"/> Septic Tank    |
| <input type="checkbox"/> Leach Field        | <input type="checkbox"/> Aeration Tank | <input type="checkbox"/> Filtration Bed |
| <input checked="" type="checkbox"/> Unknown | <input type="checkbox"/> Other _____   |   |

If not a public or private sewer, date of last inspection: \_\_\_\_\_ Inspected By: \_\_\_\_\_

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property?  
Yes ☐ No ☒ If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): \_\_\_\_\_

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? ☒ Yes ☐ No  
If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): ROOF WAS REPAIRED

WITH STANDING SEAM METAL ROOF

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? ☒ Yes ☒ No

If "Yes", please describe and indicate any repairs completed: Yes, new roof & when remodeling was done @ purchase, new dry wall in second floor

Owner's Initials MD Date 10/16  
Owner's Initials DF Date 10/16

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_

Property Address 4822 Gratiot Road, Newark, Ohio 43055

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? ☐ Yes ☒ No  
If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

Have you ever had the property inspected for mold by a qualified inspector? ☐ Yes ☒ No  
If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: \_\_\_\_\_

**Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.**

**E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS):** Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?  
☐ Yes ☒ No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): \_\_\_\_\_

Do you know of any previous or current fire or smoke damage to the property? ☐ Yes ☒ No  
If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

**F) WOOD DESTROYING INSECTS/TERMITES:** Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? ☐ Yes ☒ No  
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): \_\_\_\_\_

**G) MECHANICAL SYSTEMS:** Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Central heating	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Central Air conditioning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Sump pump	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Fireplace/chimney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12) Other mechanical systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): \_\_\_\_\_

**H) PRESENCE OF HAZARDOUS MATERIALS:** Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. If "Yes", indicate level of gas if known	_____	_____	_____
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: \_\_\_\_\_

Owner's Initials MM Date 10/6  
Owner's Initials MM Date 10/6

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_



Property Address 4822 Gratiot Road, Newark, Ohio 43055

**I) UNDERGROUND STORAGE TANKS/WELLS:** Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? ☐ Yes ☒ No

If "Yes", please describe: \_\_\_\_\_

Do you know of any oil, gas, or other mineral right leases on the property? ☐ Yes ☒ No

**Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.**

**J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:**

Is the property located in a designated flood plain?

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?

Yes

No

Unknown

☐☐☒

**K) DRAINAGE/EROSION:** Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? ☐ Yes ☒ No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): \_\_\_\_\_

**L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION:** Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? ☐ Yes ☒ No

If "Yes", please describe: \_\_\_\_\_

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). ☐ Yes ☒ No

If "Yes", please describe: \_\_\_\_\_

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? ☐ Yes ☒ No

If "Yes", please describe: \_\_\_\_\_

List any assessments paid in full (date/amount) \_\_\_\_\_

List any current assessments: \_\_\_\_\_ monthly fee \_\_\_\_\_ Length of payment (years \_\_\_\_\_ months \_\_\_\_\_)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. ☐ Yes ☒ No

If "Yes", please describe (amount) \_\_\_\_\_

**M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS:** Do you know of any of the following conditions affecting the property?

1) Boundary Agreement

2) Boundary Dispute

3) Recent Boundary Change

Yes

No

☐  
☐  
☐☒  
☒  
☒

4) Shared Driveway

5) Party Walls

6) Encroachments From or on Adjacent Property

Yes

No

☐  
☐  
☐☒  
☒  
☒

If the answer to any of the above questions is "Yes", please describe: \_\_\_\_\_

**N) OTHER KNOWN MATERIAL DEFECTS:** The following are other known material defects in or on the property:



For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials MSJ Date \_\_\_\_\_  
Owner's Initials MSJ Date \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_

### **CERTIFICATION OF OWNER**

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER:  DATE: 10-6-2016  
OWNER:  DATE: 10-2-2016

### **RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS**

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at [www.dnr.state.oh.us](http://www.dnr.state.oh.us).

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: \_\_\_\_\_ DATE: \_\_\_\_\_  
PURCHASER: \_\_\_\_\_ DATE: \_\_\_\_\_



STATE OF OHIO  
DEPARTMENT OF COMMERCE

**2013**

## RESIDENTIAL PROPERTY DISCLOSURE FORM

**Purpose of Disclosure Form:** This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. **POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).**

**Owner's Statement:** The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

## OWNER INSTRUCTIONS

**Instructions to Owner:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials mm Date 9/24  
Owner's Initials \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_





2013

**STATE OF OHIO DEPARTMENT  
OF COMMERCE**

**RESIDENTIAL PROPERTY DISCLOSURE FORM**

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

**TO BE COMPLETED BY OWNER (Please Print)**

Property Address:

4560 Gratiot Road, Newark, Ohio 43055

Owners Name(s):

FDL Farms, LLC

Date: \_\_\_\_\_, 20\_\_\_\_

Owner ☐ is ☒ is not occupying the property. If owner is occupying the property, since what date: \_\_\_\_\_

If owner is not occupying the property, since what date: 2007

**THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE**

**A) WATER SUPPLY:** The source of water supply to the property is (check appropriate boxes):

- |   |                                       |                                      |
|---|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> Public Water Service             | <input type="checkbox"/> Holding Tank | <input type="checkbox"/> Unknown     |
| <input checked="" type="checkbox"/> Private Water Service | <input type="checkbox"/> Cistern      | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Private Well                     | <input type="checkbox"/> Spring       | _____                                |
| <input type="checkbox"/> Shared Well                      | <input type="checkbox"/> Pond         | _____                                |

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? ☐ Yes  
No ☒ If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): \_\_\_\_\_

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) ☐ Yes ☐ No

**B) SEWER SYSTEM:** The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- |                                       |   |   |
|---------------------------------------|---|---|
| <input type="checkbox"/> Public Sewer | <input checked="" type="checkbox"/> Private Sewer | <input type="checkbox"/> Septic Tank    |
| <input type="checkbox"/> Leach Field  | <input type="checkbox"/> Aeration Tank            | <input type="checkbox"/> Filtration Bed |
| <input type="checkbox"/> Unknown      | <input type="checkbox"/> Other _____              |   |

If not a public or private sewer, date of last inspection: \_\_\_\_\_ Inspected By: \_\_\_\_\_

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property?  
Yes ☐ No ☒ If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): \_\_\_\_\_

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

**C) ROOF:** Do you know of any previous or current leaks or other material problems with the roof or rain gutters? ☒ Yes ☐ No

If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): GARAGE BUILDING HAS SMALL LEAKS, ROOFING AND GUTTERS FOR GARAGE, EXECUTIVE BLDG + MAIN HOUSE NEED SOME REPAIR AND/OR REPLACEMENT

**D) WATER INTRUSION:** Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? ☐ Yes ☐ No

If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

Owner's Initials MLD Date 9/26  
Owner's Initials \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_



Property Address 4560 Gratiot Road, Newark, Ohio 43055

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? ☒ Yes ☐ No

If "Yes", please describe and indicate any repairs completed: GARAGE CEILING HAS MOISTURE FROM ROOF LEAKS

Have you ever had the property inspected for mold by a qualified inspector? ☐ Yes ☒ No

If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: \_\_\_\_\_

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

**E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS):** Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

☒ Yes ☐ No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): BACK OF GARAGE BUILDING HAS SETTLEMENT AND SOME MOISTURE IN CRAWL UNDER GAME ROOM/GARAGE BUILDING

Do you know of any previous or current fire or smoke damage to the property? ☐ Yes ☒ No

If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

**F) WOOD DESTROYING INSECTS/TERMITES:** Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? ☐ Yes ☒ No  
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): \_\_\_\_\_

**G) MECHANICAL SYSTEMS:** Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Central heating	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Central Air conditioning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): REPLACED + SERVICED; FOR SEVERAL HVAC UNITS ON PROPERTY

**H) PRESENCE OF HAZARDOUS MATERIALS:** Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. If "Yes", indicate level of gas if known	_____	_____	
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: \_\_\_\_\_

Owner's Initials MD Date 9/26  
Owner's Initials \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_

Property Address 4560 Gratiot Road, Newark, Ohio 43055

**I) UNDERGROUND STORAGE TANKS/WELLS:** Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? ☒ Yes ☐ No

If "Yes", please describe: PROPANE

Do you know of any oil, gas, or other mineral right leases on the property? ☒ Yes ☐ No

**Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.**

**J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:**

Is the property located in a designated flood plain?

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?

Yes

☐

No

☒

Unknown

☒

**K) DRAINAGE/EROSION:** Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? ☐ Yes ☒ No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): \_\_\_\_\_

**L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION:** Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? ☐ Yes ☒ No

If "Yes", please describe: \_\_\_\_\_

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). ☐ Yes ☒ No

If "Yes", please describe: \_\_\_\_\_

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? ☐ Yes ☒ No

If "Yes", please describe: \_\_\_\_\_

List any assessments paid in full (date/amount) \_\_\_\_\_

List any current assessments: \_\_\_\_\_ monthly fee \_\_\_\_\_ Length of payment (years \_\_\_\_\_ months \_\_\_\_\_)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. ☐ Yes ☒ No

If "Yes", please describe (amount) \_\_\_\_\_

**M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS:** Do you know of any of the following conditions affecting the property?

1) Boundary Agreement

☐  
☐  
☐

No

☒  
☒  
☒

4) Shared Driveway

Yes

☐  
☐  
☐

No

☒  
☒  
☒

2) Boundary Dispute

5) Party Walls

3) Recent Boundary Change

6) Encroachments From or on Adjacent Property

If the answer to any of the above questions is "Yes", please describe: \_\_\_\_\_

**N) OTHER KNOWN MATERIAL DEFECTS:** The following are other known material defects in or on the property:

SEAL FAILURE ON VARIOUS WINDOWS AND DOORS

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials mm Date 9/26  
Owner's Initials \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_



Property Address 4560 Gratiot Road, Newark, Ohio 43055

### **CERTIFICATION OF OWNER**

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER: \_\_\_\_\_

DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_

DATE: \_\_\_\_\_

### **RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS**

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at [www.dnr.state.oh.us](http://www.dnr.state.oh.us).

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: \_\_\_\_\_

DATE: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

DATE: \_\_\_\_\_



STATE OF OHIO  
DEPARTMENT OF COMMERCE

Davis

2013

RENTED FARMHOUSE

## RESIDENTIAL PROPERTY DISCLOSURE FORM

**Purpose of Disclosure Form:** This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. **POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).**

**Owner's Statement:** The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

### OWNER INSTRUCTIONS

**Instructions to Owner:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials APF Date \_\_\_\_\_  
Owner's Initials \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_





2013

STATE OF OHIO DEPARTMENT  
OF COMMERCE

## RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

## TO BE COMPLETED BY OWNER (Please Print)

Property Address:

4822 Gratiot Road, Newark, Ohio 43055

Owners Name(s):

FDL Farms, LLC

Date: \_\_\_\_\_, 20\_\_\_\_

Owner ☐ is ☒ is not occupying the property. If owner is occupying the property, since what date:If owner is not occupying the property, since what date: Since purchased in 2010

## THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

## A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- |  |                                       |                                      |
|--|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> Public Water Service    | <input type="checkbox"/> Holding Tank | <input type="checkbox"/> Unknown     |
| <input type="checkbox"/> Private Water Service   | <input type="checkbox"/> Cistern      | <input type="checkbox"/> Other _____ |
| <input checked="" type="checkbox"/> Private Well | <input type="checkbox"/> Spring       | _____                                |
| <input type="checkbox"/> Shared Well             | <input type="checkbox"/> Pond         | _____                                |

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? ☐ Yes  
No ☒ If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): \_\_\_\_\_Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) ☒ Yes ☐ No

## B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- |                                       |  |   |
|---------------------------------------|--|---|
| <input type="checkbox"/> Public Sewer | <input type="checkbox"/> Private Sewer | <input type="checkbox"/> Septic Tank    |
| <input type="checkbox"/> Leach Field  | <input type="checkbox"/> Aeration Tank | <input type="checkbox"/> Filtration Bed |
| <input type="checkbox"/> Unknown      | <input type="checkbox"/> Other _____   |   |

If not a public or private sewer, date of last inspection: \_\_\_\_\_ Inspected By: \_\_\_\_\_

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property?

Yes ☐ No ☒ If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): \_\_\_\_\_

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? ☒ Yes ☐ NoIf "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): ROOF WAS REPAIREDWITH STANDING SEAM METAL ROOFD) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? ☒ Yes ☒ NoIf "Yes", please describe and indicate any repairs completed: Yes, new roof & when remodeling was done @ purchase, new dry wall in second floorOwner's Initials MD Date \_\_\_\_\_  
Owner's Initials MD Date \_\_\_\_\_Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_

Property Address 4822 Gratiot Road, Newark, Ohio 43055

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? ☐ Yes ☒ No  
If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

Have you ever had the property inspected for mold by a qualified inspector? ☐ Yes ☒ No  
If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: \_\_\_\_\_

**Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.**

**E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS):** Do you know of **any previous or current** movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?  
☐ Yes ☒ No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): \_\_\_\_\_

Do you know of **any previous or current** fire or smoke damage to the property? ☐ Yes ☒ No  
If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

**F) WOOD DESTROYING INSECTS/TERMITES:** Do you know of **any previous/current** presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? ☐ Yes ☒ No  
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): \_\_\_\_\_

**G) MECHANICAL SYSTEMS:** Do you know of **any previous or current** problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): \_\_\_\_\_

**H) PRESENCE OF HAZARDOUS MATERIALS:** Do you know of the **previous or current** presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. If "Yes", indicate level of gas if known	_____	_____	_____

5) Other toxic or hazardous substances ☐ Yes ☐ No ☐ Unknown  
If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: \_\_\_\_\_

Owner's Initials mp Date \_\_\_\_\_  
Owner's Initials \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_

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**I) UNDERGROUND STORAGE TANKS/WELLS:** Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? ☐ Yes ☒ No

If "Yes", please describe: \_\_\_\_\_

Do you know of any oil, gas, or other mineral right leases on the property? ☐ Yes ☒ No

**Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.**

**J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:**

Is the property located in a designated flood plain?

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?

Yes

No

Unknown

☐☐☐

**K) DRAINAGE/EROSION:** Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? ☐ Yes ☒ No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): \_\_\_\_\_

**L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION:** Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? ☐ Yes ☒ No

If "Yes", please describe: \_\_\_\_\_

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). ☐ Yes ☒ No

If "Yes", please describe: \_\_\_\_\_

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? ☐ Yes ☒ No

If "Yes", please describe: \_\_\_\_\_

List any assessments paid in full (date/amount) \_\_\_\_\_

List any current assessments: \_\_\_\_\_ monthly fee \_\_\_\_\_ Length of payment (years \_\_\_\_\_ months \_\_\_\_\_)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. ☐ Yes ☒ No

If "Yes", please describe (amount) \_\_\_\_\_

**M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS:** Do you know of any of the following conditions affecting the property?

1) Boundary Agreement

2) Boundary Dispute

3) Recent Boundary Change

Yes

No

☐  
☐  
☐☒  
☒  
☒

4) Shared Driveway

5) Party Walls

6) Encroachments From or on Adjacent Property

Yes

No

☐  
☐  
☐☒  
☒  
☒

If the answer to any of the above questions is "Yes", please describe: \_\_\_\_\_

**N) OTHER KNOWN MATERIAL DEFECTS:** The following are other known material defects in or on the property:

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.



Owner's Initials MMJ Date \_\_\_\_\_  
Owner's Initials MMJ Date \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_

Property Address 4822 Gratiot Road, Newark, Ohio 43055

### **CERTIFICATION OF OWNER**

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER:  DATE: \_\_\_\_\_  
OWNER:  DATE: 10-2-2016

### **RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS**

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at [www.dnr.state.oh.us](http://www.dnr.state.oh.us).

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: \_\_\_\_\_ DATE: \_\_\_\_\_  
PURCHASER: \_\_\_\_\_ DATE: \_\_\_\_\_



## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

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


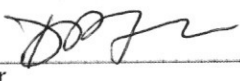
(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### 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.

Seller		Seller	
	Date		Date
Purchaser		Purchaser	
	Date		Date
Agent		Agent	
	Date		Date

## CONTRACT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

(This is a legally binding contract. If not understood, seek legal advice.  
For real estate advice, consult your real estate broker or agent)

DATE: October 19, 2016

1. **PROPERTY DESCRIPTION:** The undersigned buyer (Buyer) agrees to purchase from and the undersigned owner (Seller) agrees to sell (Contract) through **United Country Real Estate and Auction Services, LLC** (Broker), the following described real estate in Hopewell Township, Licking County, Ohio, and known as: See Attached Exhibit A (Real Estate). All acreage, square footage or other measurements on the Real Estate are approximate.
2. **PRICE AND TERMS:** Buyer agrees to pay the amount of the high bid \$ \_\_\_\_\_ plus the buyer premium of \$N/A for a **Total Purchase Price of \$** \_\_\_\_\_ for the Real Estate as follows: A **non-refundable** (except in the case of non-marketable title) down payment (Down Payment) of ten percent (10%) of the Purchase Price must be deposited at the time of the Auction, and will be applied toward the Purchase Price at closing. The Down Payment shall be deposited by Broker to Stewart Title Guaranty Company within three (3) days of the acceptance of this offer, in a non-interest bearing trust account pending closing. Buyer is required to sign any documents required by Stewart Title Guaranty Company to allow it to hold the Down Payment and to act as the escrow agent. This Down Payment is not an Earnest Money deposit as contemplated by R.C. 4735.24. In the event this Contract does not close for any reason other than as agreed, Buyer agrees that the Down Payment shall be disbursed by Broker to Seller five (5) days after scheduled Closing Date unless Broker is previously notified in writing by Buyer that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.
3. **BALANCE & CLOSING:** The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before December 2, 2016 (Closing Date). Buyer will close through Stewart Title Guaranty Company. If Buyer does not close on or before scheduled Closing Date, Seller may, at Seller's option, extend the Closing Date in consideration for a sum of \$N/A per day after original Closing Date.
4. **CLOSING COSTS:** The Seller shall be responsible for all transfer taxes, recording fees, title search, owner's title insurance premium, and deed preparation. Seller is responsible for real estate tax pro rata, mortgage releases, and will convey good and marketable title.  
The Seller will provide Buyer with the survey that Seller has in its possession. If Seller's survey is not adequate for Buyer for transfer purposes, Buyer must obtain a survey and Buyer is responsible for survey costs. **\*Buyer is responsible for all other costs associated with closing.**
5. **TERMS:** The Real Estate sells subject to the Seller's confirmation, and such confirmation shall be at Seller's sole and absolute discretion.
6. **FIXTURES:** The consideration shall include any fixtures, including but not limited to, built-in appliances; heating, central air conditioning, and humidifying equipment and their control apparatuses; stationary tubs; pumps; water softening equipment; roof antennae; attached wall-to-wall carpeting and attached floor coverings; curtain rods, window coverings and all existing window treatments; attached mirrors; all light fixtures; bathroom, lavatory and kitchen fixtures; storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the

Premises; garage door openers and controls; attached fireplace equipment; security systems and controls; smoke alarms, satellite TV reception system and components; all exterior plants and trees, all landscaping lights and controls; and the following: N/A

The property to be conveyed shall not include any furniture or other personal property located on the Real Estate including, but not limited to, the furniture and personal property located within the house or the garage.

7. **OBTAINING FINANCING:** This Contract to Purchase is ***not contingent*** upon the Buyer obtaining financing. There are no Buyer contingencies.
8. **BINDING OBLIGATION:** Buyer is buying the property **As-Is, Where-Is and Without Recourse**. If Buyer fails to close for any reason whatsoever, except for non-marketable title, Buyer voluntarily agrees to forfeit entire Down Payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the Real Estate. Time is of the essence and this is an irrevocable offer to purchase by Buyer, with no Buyer contingencies. In the event Buyer fails to perform according to the terms of this Contract, the Down Payment shall be forfeited without affecting any of Seller's further remedies. Either party may demand specific performance of this Contract. Notwithstanding anything contained herein to the contrary, if the Seller materially breaches this Contract, Buyer's sole and exclusive remedies shall be to either: (i) demand specific performance, or (ii) terminate this Contract and receive a refund of its Down Payment.
9. **BUYER'S INSPECTION:** Inspections regarding habitability and use of the Real Estate shall be the responsibility of the Buyer. All inspections must be completed prior to Auction. BUYER IS RELYING SOLELY UPON BUYER'S EXAMINATIONS OF THE REAL ESTATE FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE SELLER OR THE BROKER/AUCTIONEERS/REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.
10. **INDEMNITY:** Buyer recognizes that the AUCTIONEERS/BROKERS are relying on information provided by Seller or its agents in connection with the Real Estate, and Buyer agrees to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts.
11. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by limited warranty deed with release of dower right, if any, SUBJECT TO THE MATTERS SHOWN ON THE COMMITMENTS FOR TITLE INSURANCE PROVIDED TO BIDDERS PRIOR TO THE SALE AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and state law. Title shall be free and unencumbered as of Closing Date, except for matters referred to in the preceding sentence and restrictions and easements of record and except the following assessments (certified or otherwise): N/A.

If title to all or part of the real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted above, Buyer must notify the Seller or Seller's Broker in writing of the objection to the title no less than ten (10) calendar days prior to the Closing Date. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within thirty (30) calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate the Seller's efforts to remedy or remove items subject to the objection. If Seller fails to cure the

Buyer's objection, Buyer can either: (i) accept title As-Is, or (ii) terminate the Contract. Seller is not obligated to incur any expense in curing Buyer's objection, in the event that the cure of the objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

12. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that upon delivery of the deed to Buyer, the Real Estate shall be in substantially the same condition as it is on the date of this Contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing Date, the Real Estate shall not be repaired or restored by and at the Seller's expense, to substantially the same condition as it was prior to the damage or destruction, then Buyer, at its option, may terminate this Contract by written notice to Seller and the Down Payment shall be returned to Buyer as Buyer's sole and exclusive remedy. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Buyer. In addition, the Buyer also has an insurable interest in the Real Estate from the date of this Contract. Buyer is hereby notified that insurance should be placed upon the Real Estate immediately to protect Buyer's interest.
13. **DISCLOSURE:** Neither Buyer nor Seller is a licensed Real Estate Broker or Salesperson.
14. **POSSESSION:** Possession shall be given at closing, subject to Tenant's Rights, with deed. Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities. No work may be done at the Real Estate by the Buyer until possession is transferred to Buyer.
15. **AGENCY DISCLOSURE STATEMENT:** Real Estate is being sold through United Country Real Estate and Auction Services, LLC. Buyer and Seller acknowledge having reviewed and signed the Agency Disclosure Statement.
16. **TAXES:** The real estate taxes for the Real Estate for the current year may change as a result of the transfer of the Real Estate or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority. Seller shall pay or credit at closing: (a) all delinquent taxes, including penalty and interest; (b) all assessments which are a lien on the Real Estate as of the date of the Contract; (c) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and (d) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365 day year. Seller shall not pay CAUV recoupment on any tract. If taxes are undetermined for the year of closing, the proration shall be based on the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified.
17. **NOTICES TO THE PARTIES:**
  - A. Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. The parties are hereby advised, and the parties acknowledge that they should seek professional expert assistance and advice in matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc.
  - B. Ohio Fair Housing Law: 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 et.



al., 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.

- C. By bidding, the Buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential Property Disclosure Form and their right to rescind the Contract under R.C. 5302.30.
- D. Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall not rely on the Seller.

**18. MISCELLANEOUS**

- A. This Real Estate is being sold at Public Auction, without recourse. Buyer's personal, on-site inspection/s of the Real Estate or properties is strongly recommended.
- B. The Real Estate is being purchased by Buyer and the transfer of the Real Estate as of closing is on an "As Is, Where Is" basis in its then present condition, and with all faults, and no other warranty, express or implied, contractual or statutory (including, without limitation, any warranty of merchantability or fitness for a particular purpose, or any warranty as to improvements, availability of utilities, zoning, or environmental and wetland issues) is made with respect thereto. Buyer has not relied on Seller with respect to any matter in connection with Buyer's evaluation of the Real Estate.
- C. Information contained online was obtained by sources deemed reliable. However, Seller, United Country Real Estate and Auction Services, LLC, and their respective agents shall not be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Buyer should carefully verify all items and make their own decision as to the accuracy thereof before relying on same.
- D. The Seller and Broker reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
- E. This Contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this Contract shall be made in writing signed by the party giving such notice.
- F. Time is of the essence regarding all provisions of this Contract. Whether or not so stated elsewhere in this Contract, no deadline or time period under this Contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any

given paragraph of this Contract is intended for emphasis only, and shall not reduce the effect of this paragraph as to any other provision of this Contract.

19. **OTHER TERMS:** N/A

20. **DEED TO:** (Print) \_\_\_\_\_

21. **EXPIRATION AND APPROVAL:** Provided this offer is subject to Seller's confirmation pursuant to Paragraph 5 above, this offer is void if not accepted by Seller in writing on or before \_\_\_\_ AM or PM EST on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The Buyer has read, fully understands, and approves the foregoing offer and acknowledges receipt of a signed copy.

**Print**

**Sign**

**Date**

BUYER: \_\_\_\_\_

BUYER: \_\_\_\_\_

FULL ADDRESS: \_\_\_\_\_

PHONE NUMBERS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

22. **ACTION BY SELLER:** For Real Estate selling subject to the Seller's confirmation, the undersigned Seller has read and fully understands the foregoing and hereby: \_\_\_\_ accepts said offer and agrees to convey the Real Estate according to the above terms and conditions, \_\_\_\_ rejects said offer, or \_\_\_\_ counteroffers according to the modifications initialed by Seller or as attached hereto. Counteroffer shall become null and void if not accepted in writing on or before \_\_\_\_ AM or PM EST on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Print**

**Sign**

**Date**

SELLER: \_\_\_\_\_

SELLER: \_\_\_\_\_

FULL ADDRESS: \_\_\_\_\_

PHONE NUMBERS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

23. **RECEIPT BY United Country Real Estate and Auction Services, LLC:** DATE \_\_\_\_\_

I hereby acknowledge receipt of \$\_\_\_\_\_ in \_\_\_\_ cash, \_\_\_\_\_ cashier's check or \_\_\_\_\_ personal check # \_\_\_\_\_ made payable to Stewart Title Guaranty Company as down payment in accordance with terms herein provided.

**United Country Real Estate and Auction Services, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

