

REAL ESTATE AUCTION

838 Buehler Drive, Delaware, OH



PROPERTY/SALE LOCATION: 838 Buehler Drive, Delaware, OH

OPEN HOUSE DATES: February 12 and 26, from 1:00 - 3:00 PM

REAL ESTATE: 2 story home built in 1996 having 1200 sq. ft., 3 bedrooms, 2 ½ baths, living room, kitchen, partial basement, rear deck, & 2 car attached garage (blacktop driveway).

PERSONAL PROPERTY: 2004 Toyota SR5 TRD auto, air 4wd 6 cyl, 151K miles; Kobalt tool box; craftsman 3 ton floor jack; husky 8 gal compressor; gas cans; die grinder; machinist tool box; router bits; Milwaukee cordless drill; Husky tool set; ass't of hand tools; craftsman router & table; Rigid shop vac; alum ladder; Honda push mower; 2 sofas; end tables & coffee table; Sony 46" flat screen tv; Sony surround sound system; TV stand; kitchen table & chairs; patio furniture; charbroil grill; LG front load washer & dryer; bed; dresser; night stand.

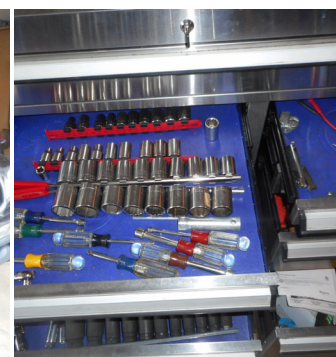
TERMS: Property appraised at 155,000 dollars and must bring 2/3 of that amount (103,333). Property sells in its present AS-IS condition any and all inspections buyer desires must be completed prior to auction. Successful buyer required \$10,000 nonrefundable down payment day of sale with balance on or before April 18, 2017

OWNER: The Estate of David A. Eastburn aka David Allen Eastburn
Delaware County Probate #1607-0869PES
Delaware County Land Sale Proceedings Case#1609-1254PCI
Derek A. Eastburn, Administrator | W. Duncan Whitney, Attorney

contact us



United Country Real Estate and Auction Services, LLC
Auctioneers: Chip Carpenter, David J. Douglas | 740.965.1208
Apprentice Auctioneer: David G. Erickson
Auction Zip ID: 5546
www.ucrealestateandauction.com



AUCTION DATE:
March 4, 10:00 AM

PROPERTY / SALE LOCATION:
838 Buehler Drive, Delaware, OH

OPEN HOUSE DATES:
February 12 and 26, 1:00 - 3:00 PM

United Country Real Estate and Auction Services, LLC
740-965-1208 OR 614-206-1135
Estate of David A. Eastburn aka David Allen Eastburn
Delaware County Probate # 1607-0869PES
Delaware County Land Sale Proceedings Case # 1609-1254PCI
Derek A. Eastburn, Administrator | W. Duncan Whitney, Attorney

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. Appraised at \$155,000 Dollars must bring 2/3 to sell (\$103,333)

1. Buyer to pay a Ten Thousand Dollar (\$10,000) NONREFUNDABLE down payment upon execution of the purchase agreement, to be applied on the purchase price at closing, or retained by Seller if the closing does not occur. Balance of purchase price is due in cash at closing which shall occur on or before April 18, 2017. Real estate taxes shall be prorated to the day of closing based upon the most recent available tax rate and valuation. **Survey: A new survey will be provided by seller if necessary for transfer, otherwise a new survey will not be provided. The survey will be at the Sellers expense and any issues regarding the survey will be at the Seller's Discretion.** Seller will pay for 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 only. Closing and title commitment will be provided by Acquisition Title 15 West Winter St Delaware, Ohio. 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 in their present "AS IS" condition with no warranties expressed or implied 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 any particular Buyer's development plans. It is Buyer's responsibility to have any inspection Buyer desires completed prior to auction. It is the Buyer's responsibility to pay for and obtain any and all due diligence inspections and inquiries as to 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 Buyers 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.
3. All prospective Buyers who desire to participate in the auction must register the day of sale prior to bidding, and must then provide such personal information as requested by the auctioneer. Realtor cooperation is welcome; however, you must register your clients 48 hours prior to sale with an agency disclosure, show them the property and 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. 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 case of conflict with these terms and conditions, the terms and conditions in the signed contract control the transaction.
6. Please view the posted title commitment for any questions on easements, rights of way, leases etc. Any reports, disclosures, letters or other documents from third parties are deemed reliable but not guaranteed by seller nor 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. Buyer will assume all responsibility and costs associated with these items as of the date of closing.
8. All information contained in this brochure and all related material came from sources deemed reliable but are not warranted by seller or auctioneers. Announcements made day of sale shall take precedence over printed material.

United Country Real Estate and Auction Services, LLC
BONDED – LICENSED BY THE OHIO DEPARTMENT OF AGRICULTURE



Contact List

PROPERTY RELATED CONTACTS

CHIP CARPENTER
614.206.1135
UNITED COUNTRY REAL ESTATE AND AUCTION SERVICES
CHIP@UCREALESTATEANDAUCION.COM
WWW.UCREALESTATEANDAUCION.COM

SCIOTO LAND SURVEYING
740.368.1700

TRENTON TWP ZONING
740.965.4816

TREASURER
740.833.2810

VILLAGE OF SUNBURY
740.965.2684

AUDITOR'S OFFICE
740.833.2900

REGIONAL PLANNING
740.833.2260

CHAMBER OF COMMERCE
740.965.2860

MAP DEPARTMENT
740.833.2480

COUNTY EXTENSION OFFICE
740.833.2030

GEN. HEALTH DISTRICT
740.368.1700

CLERK OF COURTS
740.833.2500

ECONOMIC DEVELOPEMENT
<http://www.co.delaware.oh.us/index.php/business>
ODNR FISH & WILDLIFE
<https://ohiodnr.gov/>
WEBSITES OF INTEREST
<http://www.co.delaware.oh.us/>
<http://www.co.delaware.oh.us/index.php/auditor>



2013

STATE OF OHIO
DEPARTMENT OF COMMERCE

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 DE Date 2/3/17
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: 838 Buehler Dr, Delaware OH, 43015Owners Name(s): Deborah A. Eastburn Administrator Estate of David A. EastburnDate: 02/03, 20 17Owner ☒ is ☐ is not occupying the property. If owner is occupying the property, since what date: 12/15/2015
If owner is not occupying the property, since what date: _____

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 checked="" 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 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 checked="" 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 ☒ No
If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): _____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: Sump pump - ReplacedOwner's Initials DE Date 2/03/17
Owner's Initials _____ Date _____Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address 838 Buehler Dr. Delaware OH, 43015

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 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 type="checkbox"/>	<input checked="" type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 DE Date 2/3/17
Owner's Initials _____ Date _____

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address 838 Buehler Dr. Delaware OH 43015

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:

	Yes	No	Unknown
Is the property located in a designated flood plain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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?

	Yes	No		Yes	No
1) Boundary Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4) Shared Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Boundary Dispute	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5) Party Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Recent Boundary Change	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6) Encroachments From or on Adjacent Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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 DE Date 2/8/17
Owner's Initials _____ Date _____

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address 838 Buehler Dr. Delaware OH, 43015

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: Derek A. Eastburn Agent DATE: 2/03/17

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.

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: _____



Ohio Bar Title Insurance Company

A First American Company

Commitment for Title Insurance

ISSUED BY

Ohio Bar Title Insurance Company

POLICY NUMBER

16-09-01 ATA

Commitment

Ohio Bar Title Insurance Company, an Ohio corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

In Witness Whereof, Ohio Bar Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Ohio Bar Title Insurance Company

Kevin F. Eichner
President



Michael J. Fromhold
Secretary

(This Commitment is valid only when Schedules A and B are attached)

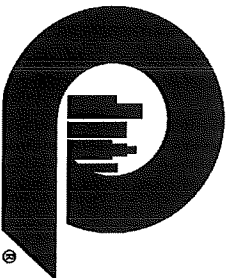
INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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CONDITIONS

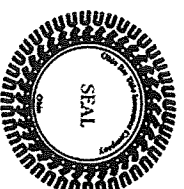
1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/> >.



Ohio Bar Title Insurance Company


A First American Company

ISSUED THROUGH THE OFFICE OF:



OHIO BAR TITLE INSURANCE
COMPANY, A
FIRST AMERICAN
COMPANY

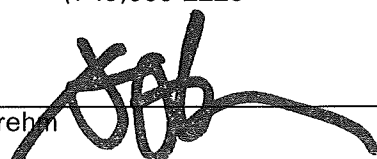
Corporate Office
1 First American Way
Santa Ana, CA 92707
(800) 854-3643

 <p>Ohio Bar Title Insurance Company A First American Company</p>	<p>Commitment for Title Insurance</p> <p>BY Ohio Bar Title Insurance Company</p>
<p>Schedule A</p>	<p>16-09-01 ATA</p>

File No.: 16-09-01 ATA


1. Effective Date: January 17, 2017 at 07:00 PM
2. Policy (or Policies) to be issued: AMOUNT
 - a. ☒ [X]
Proposed Insured:
Winning Bidder at Auction TBD
 - b. ☐ []
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is fee simple.
4. Title to the fee simple estate or interest in the land is at the Effective Date vested in:
David A. Eastburn, a single person, by virtue of a Limited Warranty Deed dated 5/23/2013 and filed for record 6/18/2013 in Official Record Book 1226 Page 839, Delaware County, Ohio Recorder's Office.
5. The land referred to in this Commitment is described as follows:
Situating in the State of Ohio, County of Delaware, and in the City of Delaware:
Being Lot Number Six Thousand Four Hundred Three (6403), in Nottingham, Section 3, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 1, Slide 538 and refiled in Plat Cabinet 1, Slide 558, Recorder's Office, Delaware County, Ohio.

Issuing Agent: Acquisition Title Agency Inc.
Agent ID No.:
Address: 6 S. Vernon Street
City, State, Zip: Sunbury, OH 43074
Telephone: (740)965-2226

By: 
David J. Brehm

(This Schedule A valid only when Schedule B is attached)

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.


 Ohio Bar Title Insurance Company <i>A First American Company</i>	Commitment for Title Insurance
	BY Ohio Bar Title Insurance Company
Schedule BI	16-09-01 ATA

REQUIREMENTS

File No.: 16-09-01 ATA

The following requirements must be satisfied:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
 - a. Fiduciary Deed from Estate of David A. Eastburn to Winning Bidder at Auction TBD
3. Seller, Buyer, Borrower and Lender are notified that this commitment and policy incorporates, by reference, the attached "Closing Disclosure" pursuant to R.C. 1345.031, "Notice of Availability and Offer of Closing Protection Coverage" pursuant to R.C. 3953.32, and "Notice of Availability of Owner's Title Insurance" pursuant to R.C. 3953.30. Said disclosures and notices require signature by the parties, and said signature(s) is/are a condition precedent to the closing of this transaction.
4. Owner's Affidavit covering matters of title in a form acceptable to Acquisition Title Agency Inc.
5. Survey satisfactory to Acquisition Title Agency Inc. to be provided if survey exception is to be deleted from final policy.
6. Payoff and release of Mortgage from David Eastburn, a single person, to Wells Fargo Bank, N.A. in the face amount of \$136,000, dated 05/24/2013 and recorded 06/18/2013, Official Record Book 1226 Page 842, Delaware County, Ohio Recorder's Office.

 <p>Ohio Bar Title Insurance Company A First American Company</p>	<p>Commitment for Title Insurance</p> <p>ISSUED BY Ohio Bar Title Insurance Company</p>
<p>Schedule BII</p>	<p>16-09-01 ATA</p>

EXCEPTIONS

File No.: 16-09-01 ATA

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. For NAIC reporting requirements, this policy covers Residential Real Property.
9. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
10. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
11. Restrictions, covenants and easements, if any, as shown in Subdivision Plat Cabinet 1 Slide 538 and refiled in Subdivision Plat Cabinet 1 Slide 558, Delaware County Plat Records, Delaware County, Ohio Recorder's Office.
Restrictions as set forth in recorded instrument but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
12. Taxes for first half 2016 in the amount of \$1327.76 are due and payable. Taxes for second half 2016 in the amount of \$1327.76 are unpaid. Taxes for 2017 and subsequent years are undeterminable and unpayable and are a lien in an unknown amount.

SCHEDULE B - SECTION II

(Continued)

File No.: 16-09-01 ATA

Commitment No.: 16-09-01 ATA

Land: \$9,100 Bldg: \$37,070.00 Total: \$46,170.00

Tax Parcel Number 519-313-16-059-000

13. Restrictions as described in Deed Book Volume 559 page 298, filed for record 6/23/1993, Delaware County, Ohio Recorder's Office.
Restrictions as set forth in recorded instrument but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
14. Restrictions as described in Deed Book Volume 605 Page 739, filed for record 06/06/1996, Delaware County, Ohio Recorder's Office.
Restrictions as set forth in recorded instrument but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
15. Easement and Right of Way to Columbus Southern Power Company as described in Deed Book Volume 595 Page 541 and filed for record 10/25/1995, Delaware County, Ohio Recorder's Office.
16. Easement to Columbus and Southern Ohio Electric Company as described in Deed Book Volume 479 Page 785 and filed for record 7/18/1986, Delaware County, Ohio Recorder's Office.
17. Estate of David A. Eastburn, Delaware County Probate Court Case # 16070869 PES, filed 07/08/2016.
18. Civil Complaint to Sell Real Estate filed 09/19/2016, Delaware County Probate Court Case # 16091254PCI.
19. Mortgage from David Eastburn, a single person, to Wells Fargo Bank, N.A. in the face amount of \$136,000, dated 05/24/2013 and recorded 06/18/2013, Official Record Book 1226 Page 842, Delaware County, Ohio Recorder's Office.

WARRANTY DEED

VOL 0559 PAGE 298

KNOW ALL MEN BY THESE PRESENTS, that BUEHLER FOOD MARKETS, INCORPORATED, of Wooster, Wayne County, Ohio, for valuable consideration paid, grants with general warranty covenants, to THE BORROR CORPORATION, an Ohio corporation, whose tax mailing address is 5501 Frantz Road, Dublin, Ohio 43017, the real property described in Exhibit A attached hereto and incorporated herein by reference:

Restrictions. The Real Property described on Exhibit A shall be held, conveyed, hypothecated, encumbered, leased, occupied or otherwise used, improved or transferred, in whole or in part, subject to the covenants, restrictions, terms and conditions, as set forth below (sometimes hereinafter simply called "Restrictions") which shall run with the Real Property for all purposes and shall be binding upon and inure to the benefit of the Real Property and its present and future owners, together with their respective successors and assigns. These Restrictions shall be effective immediately upon the filing of this Deed.

(a) Mutuality and Successors. All terms, covenants and conditions contained in these Restrictions are made for the direct mutual and reciprocal benefit of the Grantor and shall in all respects be binding upon their heirs, personal representatives, and successors and assigns. These Restrictions shall create mutual equitable servitudes upon the Real Property in favor of the future owners thereof. These Restrictions shall create reciprocal rights and obligations between the respective future owners of the Real Property and privity of contract and estate between all grantees thereof; and these Restrictions shall operate as covenants running with the land for the benefit of the Real Property and the future owners thereof and their heirs, personal representatives, successors and assigns.

(b) Requirement of Approval. All development occurring on the Real Property must be made substantially in accordance with the development plans previously approved by Grantor.

(c) Use. The use of the Real Property shall be limited to R-3 residential developments, provided that the minimum lot size shall be 6,000 square feet.

This is a General Warranty Deed - Ohio Statutory Form*

*See Sections 5302.05 and 5302.06 of the Revised Code of Ohio as to the covenants made and warranties given by the Statutory Form of General Warranty Deed.

Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the sale, rental or use of the property because of race or color are invalid under federal law and are unenforceable.

Delaware County
The Grantor has complied with
Section 5302.05 of the R.C.
Date 6-23-92 L.S. Tax Paid 1899.80
TRANSFERRED & RECORDED FOR NECESSARY
Joa M. Peterson, Auditor By FDK/JS

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STATE OF OHIO)
) ss:
COUNTY OF WAYNE)

VOL 0559 PAGE 300

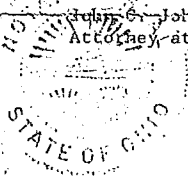
Be it remembered, that on the 22 day of June, 1993, before me, a subscriber, a notary public in and for said state, personally came Buehler Food Markets, Incorporated, by EUGENE A. BUEHLER, its President, the Grantor in the foregoing deed, and acknowledged the signing thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

In Testimony Whereof, I have hereunto subscribed my name and affixed my Notary seal on the day and year last aforesaid.

This instrument prepared by:
John C. Johnston III
Attorney at Law

Notary Public

John C. Johnston III, Attorney-at-Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.



MAILED
(2)
David J. Macle
138 E. Jackson St
Suite A
Milwaukee, WI 53204

DELAWARE COUNTY, OHIO	
JUN 23 1993	
FILED FOR RECORD	10:25 O'CLOCK A M
RECORDED	June 28 1993
VOL 554	PAGE 298
Kay C. Conklin	
COUNTY RECORDER	
FEE \$ 16.10	2.

11902

EXHIBIT A

The following REAL ESTATE situated in the City of Delaware, Township of Delaware, County of Delaware, State of Ohio, located in the West part of Farm Lot 16, Section 3, Township 5, Range 19, United States Military Lands, and being more particularly described as follows:

Beginning for reference, at a spike found in the centerline of West Central Avenue (State Route 37, 70 feet in width) being North 77°25'52" West 711.43 feet from the centerline intersection of Buehler Drive (60 feet in width) marking the southeast corner of a 0.95 acre tract conveyed to Wilda Vanbrimmer (Deed Book 349, pg. 564) and the southwest corner of Buehler's Subdivision (Plat Book 19, pg. 25);

thence North 05°57'32" East 262.84 feet along the east line of said 0.95 acre tract (passing an iron pipe found at 40.27 feet) to an iron pipe found;

thence North 77°25'52" West 184.90 feet along the north line of said 0.95 acre tract to an iron pipe found in the east line of Crestview Subdivision (Plat Book 4, Page 293);

thence North 05°57'32" East 727.16 feet along the east line of said Crestview Subdivision (passing an iron pipe found at 701.67 feet marking the northeast corner of said Crestview Subdivision) to an iron pipe found in the east line of Lexington Glen Section No. 1 marking the northwest corner of said Buehler's Subdivision and the Principle Point of Beginning of the herein described tract;

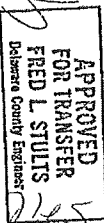
thence North 05°57'32" East 2651.11 feet along the east line of said Lexington Glen Section No. 1, Lexington Glen Section No. 2 (Plat Book 23, Pg. 119), and a 40.65 acre tract conveyed to The Medco Group (Deed Book 504, pg. 249), passing an iron pipe found at 1815.39 feet, to an iron pin found in the south line of a 97.26 acre tract conveyed to Joy C. & Ruth Wickham (Deed Book 218, pg. 89), marking the northeast corner of said 40.65 acre tract and a corner common to Farm Lots 13, 14, 15 and 16;

thence South 83°56'47" East 955.69 feet along the south line of said 97.26 acre tract to an iron pipe set marking the northwest corner of Grandview Acres 3rd addition (Plat Book 5, pg. 7);

thence South 05°48'27" West 2646.02 feet along the west line of said Grandview Acres 3rd Addition to an iron pipe found marking the northeast corner of said Buehler's Subdivision;

thence North 84°15'02" West 962.68 feet along the north line of said Buehler's Subdivision to the principal place of beginning containing 58.321 acres more or less, subject to all rights-of-way, easements and restrictions of record.

The reference bearing for the above described tract is the east line of said Lexington Glen Section No. 1. All deeds and plats referenced are on file at the Delaware County Recorder's Office, Delaware, Ohio. All iron pipes set are capped 'S.A.S. 7243'. Surveyed by Steven A. Solomon in September, 1991.

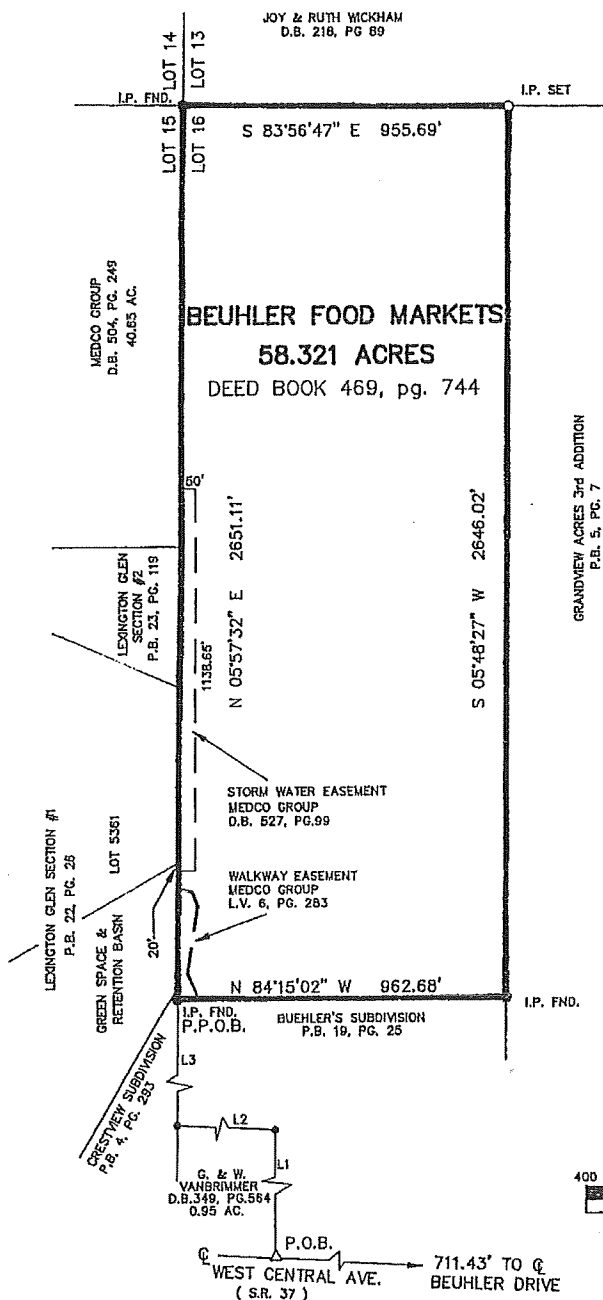


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SURVEY PLAT OF
58.321 ACRES

VOL 0559 PAGE 302

SITUATED IN
CITY OF DELAWARE, TOWNSHIP OF DELAWARE, COUNTY OF DELAWARE, STATE OF OHIO
LOCATED IN
LOT 16, SECTION 3, TOWNSHIP 5, RANGE 19
UNITED STATES MILITARY LANDS



BASIS OF BEARINGS:
EAST LINE OF
LEXINGTON GLEN SEC. 1
PLAT BOOK 22, PG. 26
DELAWARE CO. RECORDER'S OFFICE
DELAWARE, OHIO

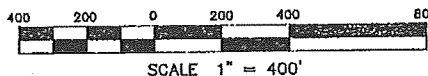
LEGEND

- I.P. SET
- I.P. FND.
- △ SPIKE FND.

REFERENCES

- D.B. 504, PG. 249
- D.B. 218, PG. 89
- D.B. 469, PG. 744
- D.B. 527, PG. 104
- D.B. 349, PG. 564
- P.B. 5, PG. 7
- P.B. 19, PG. 25
- P.B. 22, PG. 26
- P.B. 23, PG. 119

- L1 N 05°57'32" E 262.84'
- L2 N 77°25'52" W 184.90'
- L3 N 05°57'32" E 727.16'



SEPTEMBER 10, 1991

CERTIFICATION: We hereby certify that the foregoing boundary survey was actually made upon the ground, that it and the information, courses and distances shown thereon are accurate. This survey was made in accordance with the Minimum Standard Detail Requirements for Land Title Surveys jointly established by ALTA and ACSM in 1986.

SAS
Surveying

1760 Ridgecreek Rd.
Columbus, Ohio
43221

614-538-8600

Professional
Land Surveying



STEVEN A. SOLOMON, P.S. No. 7243

DWG. NO. 1151

SPECIAL WARRANTY DEED

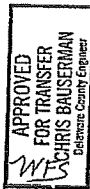
PROVISIONS CONTAINED IN ANY DEED OR OTHER INSTRUMENT
FOR THE CONVEYANCE OF A DWELLING WHICH REQUIRE THE
SALE, RENTAL OR USE OF THE PROPERTY BECAUSE OF HAZE OR
COLOR ARE UNLAWFUL UNDER FEDERAL LAW AND ARE UNENFORCEABLE

KNOW ALL MEN BY THESE PRESENTS, that BORROR CORPORATION, an Ohio corporation (hereinafter "Borrer"), with offices at 5501 Frantz Road, Dublin, Ohio 43017; RUBEL CONSTRUCTION CO., an Ohio corporation, with offices at 6079 Northgate Road, Columbus, Ohio 43229; and MITRAN LIMITED LIABILITY, an Ohio limited liability company, with offices at 6079 Northgate Road, Columbus, Ohio 43229, collectively the Grantor herein, for the consideration of Ten Dollars (\$10.00) received to its full satisfaction of TERRY E. GEORGE, TRUSTEE, the Grantee, whose tax mailing address is 5501 Frantz Road, Dublin, Ohio 43017, does give, grant, bargain, sell, and convey unto the said Grantee, his successors and assigns forever, the following described premises:

Situated in the State of Ohio, County of Delaware, City of Delaware, and being more particularly described as follows:

Being Lot Numbers Six Thousand Three Hundred Eighty-one (6381) through Six Thousand Four Hundred Ten (6410) of NOTTINGHAM SECTION 3, as the same are numbered and delineated upon the recorded plat thereof, of record in Cabinet 1, Slides 558 and 558A, Recorder's Office, Delaware County, Ohio.

Subject to all conditions, easements, liens, encumbrances, and restrictions of record, if any, which Grantee herein assumes and agrees to as part consideration for this conveyance.



The Grantor hereby covenants with the Grantee and his successors and assigns that the premises are free and clear of all liens and encumbrances whatsoever created by or under the Grantor except (a) real estate taxes and assessments, if any, not presently due and payable, (b) zoning and building laws, ordinances, and regulations, (c) legal highways, (d) restrictions, conditions, and easements of record, and all other liens and encumbrances of record or otherwise affecting such premises; and that the Grantor will forever warrant and defend the premises, with the appurtenances, unto the Grantee and his successors and assigns against the lawful claims of all persons claiming through the Grantor except as above noted. In pursuance of a general plan for the protection, benefit, and mutual advantage of all lots described above and of all persons who now are or may hereafter become owners of any of said lots or parts thereof, and as part of the consideration for this conveyance, the Grantor executes and delivers this deed, and the Grantee accepts the same, subject to each and all of the following reservations,

Delaware County
The Grantor has complied with
Section 319.202 of the R.C.
Date 10/10/05 Transfer Tax Paid 0
TRANSFERRED OR TRANSFER NOT NECESSARY
Jon M. Peterson, Auditor By [Signature]

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restrictions, conditions, easements, covenants, obligations, and charges (hereinafter collectively called "restrictions") which are for the mutual benefit and protection of and shall be enforceable by any of the present or future owners of said lots. It is intended and understood that all or part of the premises described in this Special Warranty Deed shall be conveyed back to the Grantor. Such re-conveyance or any transfer or conveyance which may result in the same person acquiring all of the premises or more than one lot shall not result in a merger of the interest so as to result in the extinguishment of the Restrictions, it being the intent of the Grantor that the Restrictions remain at all times in full force and effect notwithstanding any such event.

1. Land Use. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height, and each such dwelling shall have an attached garage. No split-level dwelling shall have an integral garage. No bi-level homes shall be permitted in the subdivision. As used herein, "bi-level home" shall mean a home having two levels with an integral garage on the lower level. No home shall be constructed on any Lot having a garage with a lower elevation than the street elevation such that the garage and/or driveway are depressed below the finished grade of the Lot.

2. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat; provided, however, if the appropriate governmental authorities shall grant a variance to such setbacks, then the requirements hereof shall be so modified. For the purpose of this restriction, eaves, steps, and open porches shall not be considered as a part of a building provided, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.

3. Nuisances. No obnoxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

5. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

6. Soil Removal. No soil shall be removed for any commercial purpose.

7. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

8. Waste Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers

and out of view of the general public. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. Miscellaneous Restrictions. The following structures and improvements shall not be permitted on any lot in the subdivision:

- a. satellite dishes, except that this restriction shall not apply to satellite dishes with a diameter less than twenty-four inches (24") and erected or installed to minimize visibility from the street which the dwelling fronts;
- b. solar panels;
- c. storage tanks, whether above or below ground (except in conjunction with gas grills);
- d. outdoor clotheslines;
- e. outdoor antenna;
- f. above-ground pools;
- g. no window air conditioning units on any window facing the street; and
- h. metal storage buildings.

As used herein, the term "above-ground pools" includes any pool which is on the surface of the ground, or which extends one (1) foot or more above the grade of the lot, but does not include jacuzzis or hot tubs.

10. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street line, or the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11. Vehicles Not in Use. No automobile or motor-driven vehicle shall be left upon or in front of a lot for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the public highway, after which time the vehicle shall be considered as a nuisance and detrimental to the welfare of the neighborhood and shall be removed from the lot.

12. Boat, Trailer and Vehicle Parking and Storage. No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored in front of or on any lot unless it is in a garage or other vehicle enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional and nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the property for a period not to exceed seventy-two (72) hours in any period of thirty (30) days.

13. Storage Buildings. Notwithstanding the provisions of Section 1, not more than one storage building may be located on a lot in addition to the dwelling; provided that any such storage building must be constructed of wood and must not exceed 12 feet in height or 100 square feet in floor area. Notwithstanding the provisions of Section 3, no storage building shall be located closer than 25 feet to any building line on the recorded plat, except if a lot has a building line along both the front and rear of the lot, this provision does not apply to the building line along the rear of the lot. In no event shall any storage building be located closer to any street than the building line shown on the recorded plat.

14. Fences and Walls. Fences or walls are permitted in accordance with the following requirements:

A. Fences or walls shall be constructed of wood, stone or brick only, and in no event shall chain link or other metal or wire fencing be permitted.

B. No fence or wall shall be constructed in excess of 60 inches above finished grade.

C. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the rear corner of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat, except for ornamental railings, walls or fences not exceeding 3 feet in height located on or adjacent to entrance platforms or steps.

15. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. Grading and Drainage. Without the prior written consent of Borror, no construction, grading or other improvements shall be made to any lot if such improvement would interfere with or otherwise alter the general grading and drainage plan of the subdivision or any existing swales, floodways or other drainage configuration.

17. Enforcement. Enforcement of these restrictions by Borror or by any owner of any lot the subject of these restrictions may be by proceedings at law or in equity, or both, against any person or persons violating or attempting to violate any restrictions and such proceedings may be either to restrain violation or to enforce compliance or to recover damages. No failure to object to any violations of any restriction or to enforce any restriction shall be deemed a waiver of the right to do so thereafter, either as to the same violation or as to one occurring prior to or subsequent thereto. If Borror or any owner or owners of a lot in the subdivision prevails in a proceeding at law or in equity or both against any person or persons violating or attempting to violate any restrictions, and such proceedings may be either to restrain violation or to enforce compliance or to recover damages, then Borror or such owner or owners shall also be entitled to recover their expenses involved in such action or proceeding, including reasonable attorneys' fees. Acceptance of a deed to a lot or lots within the above described subdivision constitutes agreement with the provisions of this paragraph.

18. Severability. Invalidation of any one of these restrictions by judgment or court order shall in no way affect any other restrictions which shall remain in full force and effect.

19. Amendment by Grantor. Borror reserves the right to amend or modify these restrictions by a Declaration of Amendment if such amendment is requested or required by FHA or VA to secure governmental approval for mortgage financing purposes. The recordation of such amendment shall be sufficient evidence of such request or requirement and no further evidence shall be necessary or required. So long as Borror owns one (1) or more lots in the subdivision, Borror shall have the right to grant variance(s) to these restrictions.

In the event the subdivision in which said lots are located or any portion thereof shall be resubdivided at any time or times, then these restrictions shall apply to each lot in such resubdivision as constituted after such resubdivision, and these restrictions shall not apply in any way with respect to the lots in such resubdivision as such

lots were theretofore constituted. These restrictions shall not apply in any way with respect to any areas designated as reserves in said subdivision or any such resubdivision.

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be executed by its duly authorized officers this 16th day of May, 1996.

Signed and acknowledged
in the presence of:

BORROR CORPORATION, an Ohio
corporation (as to Lots 6381 thru 6383,
6385 thru 6392, 6394, 6396 thru 6398
and 6400 thru 6410)

Brenda L. Powell
Print Name: Brenda L. Powell

Patty G. Crocker
Print Name: Patty G. Crocker

By: David S. Borrer
David S. Borrer
Executive Vice President

Kenneth A. Johns
Print Name: Kenneth A. Johns
Kimberly A. DePas
Print Name: KIMBERLY A. DEPASO

RUBEL CONSTRUCTION CO., an Ohio
corporation (as to Lots 6384, 6395 and
6399)

By: Scott A. Rubin
Scott A. Rubin
President

Kenneth A. Johns
Print Name: Kenneth A. Johns
Kimberly A. DePas
Print Name: KIMBERLY A. DEPASO

MITRAN LIMITED LIABILITY, an Ohio
limited liability company (as to Lot 6393)

By: Scott A. Rubin
Scott A. Rubin
Managing Member

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 16th day of May, 1996, by David S. Borrer, Executive Vice President of Borrer Corporation, an Ohio corporation, on behalf of the corporation.

Patty G. Crocker
Notary Public



PATTY G. CROCKER
NOTARY PUBLIC - STATE OF OHIO
My Commission Expires Feb. 23, 2000



CROCKER
STATE OF OHIO
My Commission Expires Feb. 23, 2000

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 14 day of May, 1996, by Scott A. Rubin, President of Rubel Construction Co., an Ohio corporation, on behalf of the corporation.



PATRICIA A. MANN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES DEC. 19, 2000

Patricia A. Mann
Notary Public

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 14 day of May, 1996, by Scott A. Rubin, Managing Member of Mitran Limited Liability, an Ohio limited liability company, on behalf of the company.



PATRICIA A. MANN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES DEC. 19, 2000

Patricia A. Mann
Notary Public

This instrument prepared by:
Robert A. Meyer, Jr., Esq.
Borror Corporation
5501 Frantz Road
Dublin, Ohio 43017

11597

DEPT. AWARE COUNTY, OHIO	
FILED FOR RECORD	JUN 6 1996
1:47	O'CLOCK P.M.
RECORDED DATE	June 12, 1996
VOL 605	PAGE 737
<i>Kay E. Conklin</i>	
COUNTY RECORDER	
FEE \$	30 ⁰⁰

Chicago title



Easement & Right of Way

The BORROR CORPORATION

consideration of \$1.00, the easement terms, and other good and valuable consideration from Columbus Southern Power Company, an Ohio corporation, 215 N. Front St., Columbus, OH 43215, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee, a right of way and easement "Easement", for electric, other energy or communication purposes for current/future uses, overhead and underground, in, on, over, through and across the following described lands situated in Delaware Township Delaware County, Ohio, and being part of Section No(s). 3

Township No(s). 5 and Range No(s). 19
Survey USML, in Deed/Official Record Volume(s) Deed Book 559 page 298
Page(s) 1 of the Delaware County Recorder's Office: Part of the above described acreage is now a proposed subdivision to be known as Nottingham Section 3 Sub-division, a subdivision of lots 6381 thru 6410.

SEE ATTACHED ADDENDUM AND RELATED DRAWING

The Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, replace, enlarge, upgrade, relocate within the Easement, extend or remove utility facilities, with poles, anchors, guys, supporting structures, conductors, conduits, service pedestals, grounding systems, foundations, manholes, devices and associated equipment as it may deem appropriate, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, at Grantee's option, without any liability to Grantor, any trees, overhanging limbs or branches, brush, shrubs, undergrowth, of whatever size, (including those that are dead, diseased, weak, or leaning), buildings, structures, or other obstructions that in Grantee's reasonable judgment endangers or will endanger the safety of, interfere with or encroach upon the use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not place any buildings, structures, pile or debris, interfere with lateral support, construct any swimming pool, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation deeper than eighteen (18) inches, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall conduct construction/maintenance activities on its property consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group and if Grantor initiates any construction or building activities on its property, always call the applicable utility protection service before the activity begins. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their respective successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby. Easement attachments, if any, are incorporated herein by this reference.

WITNESS, Grantor(s) signed this Easement on the 29 day of September, 1995.
THE BORROR CORPORATION,
an Ohio corporation

Signed and Acknowledged in the Presence of:

Print Name: Robert Hutcherson
Robert Hutcherson

Print Name: Betty G. Crocker
Betty G. Crocker

Print Name: _____
Delaware County

Print Name: _____
The Grantor has complied with
Section 318.202 of the R.C.
Date: 10/15/95
TRANSFERRED OR TRANSFER NOT NECESSARY
Jon M. Peterson, Auditor By M. M. M. M.

by: Randolph B. Robert
Print Name: RANDOLPH B. ROBERT

Print Name: _____
title: Vice President
Print Name: _____

Print Name: _____

Print Name: _____

9502-915(R4-95)VAE

TAB

CALL BEFORE YOU DIG !!!

BOOK 0595 PAGE 541

BOOK 0595 PAGE 542

STATE OF OHIO, COUNTY OF _____, ss:
The foregoing instrument was acknowledged before me this _____ day of _____, 199____,
by _____

Notary Public
Commission Expires _____

STATE OF OHIO, COUNTY OF _____, ss:
The foregoing instrument was acknowledged before me this _____ day of _____, 199____,
by _____

Notary Public
Commission Expires _____

STATE OF OHIO, COUNTY OF PRINCE, ss:
The foregoing instrument was acknowledged before me this 24th day of September, 1995, by
Randolph B. Robert (Name), Vice President (Title of officer), of Roller Corporation
(Corporation Name), a Ohio (State of Incorporation) corporation, on behalf of the corporation.

Patty G. Crocker
Notary Public
Commission Expires _____
PATTY G. CROCKER
NOTARY PUBLIC - STATE OF OHIO
My Commission Expires Feb. 26, 2000

STATE OF OHIO, COUNTY OF _____, ss:
The foregoing instrument was acknowledged before me this _____ day of _____, 199____, by
_____, [Name of partner or agent], _____ [Title of partner or agent],
on behalf of _____ [Partnership Name], a partnership.

Notary Public
Commission Expires _____

STATE OF OHIO, COUNTY OF _____, ss:
The foregoing instrument was acknowledged before me this _____ day of _____, 199____, by
_____, [Name of attorney in fact], on behalf of _____ [Name of principal].

Notary Public
Commission Expires _____

For use by Recorder's Office and Auditor's Office.

(38) MAIL
Columbus Southern Power Co
215 N. Grand St
Columbus OH 43215

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	001 25 1995
12:52	O'CLOCK P.M.
RECORDED	October 30 19 95
Deed	RECORD.
VOL 595	PAGE 541
Ray J. Conklin	
COUNTY RECORDER	
FEE \$22.00	

Eas. No. 76229
Dwg. No. 0-1721-90934
W.O. No. 7-303001

Address Nottingham Section 3

Easement prepared by Columbus Southern Power Company



76229

Addendum to Easement & Right of Way

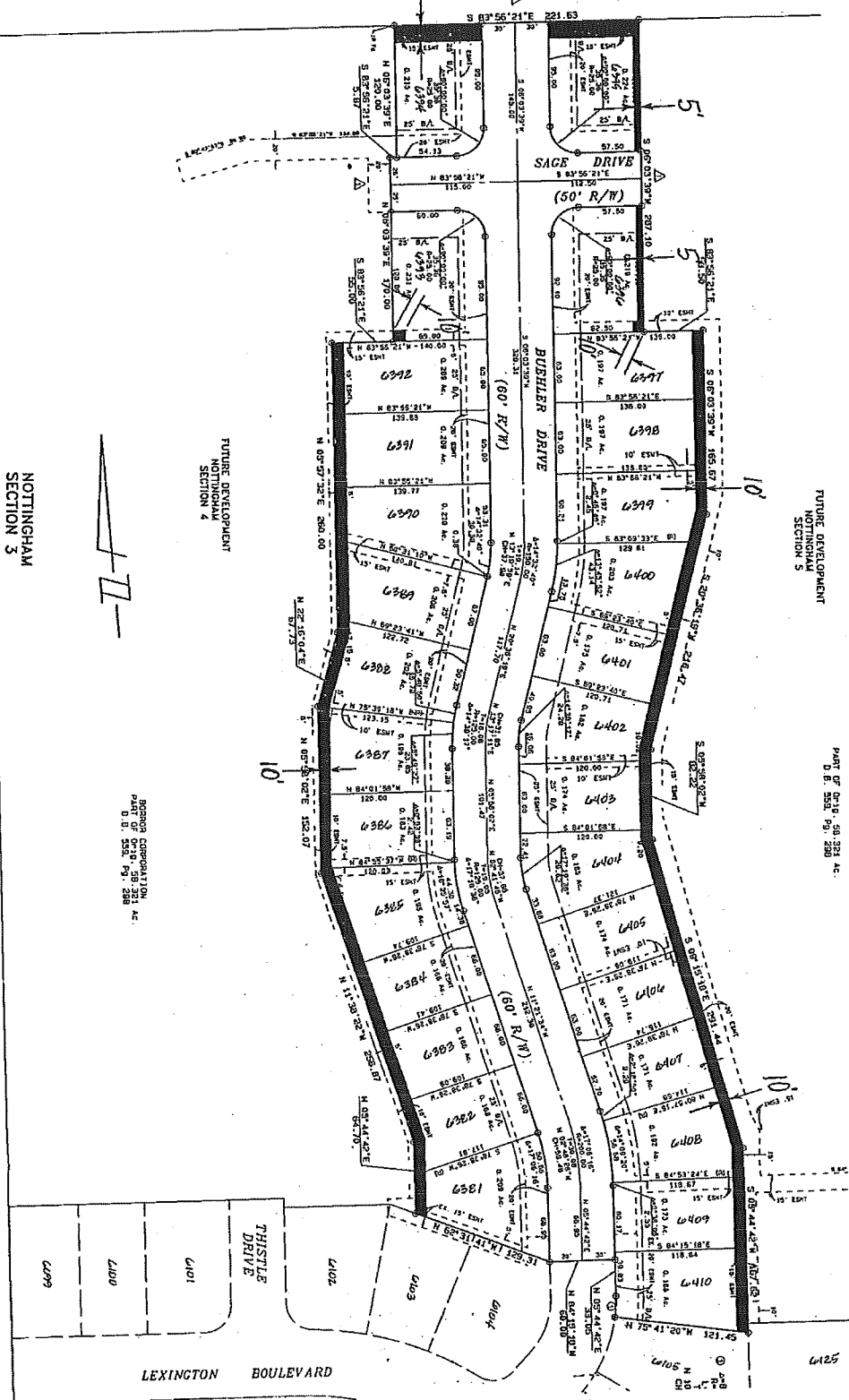
The Easement facilities shall be constructed within the limits of certain strips of land, as delineated on the attached drawings, incorporated herein by this reference, to serve buildings and structures within the subdivision and other lands and to extend these electric lines to serve other properties as necessary, together with the right to overhang above and/or be buried beneath the surface of the ground on any and all lots within the subdivision with service wires, cable, conduit or conductors for the benefit of any other lots in the subdivision. In instances of overhead construction where the distances from the rear lot line of the lots to the buildings is greater than 100 feet, the right is hereby granted to set poles along or near side lot lines and to overhang lots with wires in order to reduce the length of service to 100 feet or less. The granting of this Easement does not preclude the use of the easement area by water, sewer, gas, telephone, cable or other communication companies, provided that such facilities do not interfere with Grantee's facilities.

By granting this Easement, Grantor/Developer consents to Grantee installing underground lines, ducts, conduit and/or overhead lines within the limits of proposed streets and roadways as they are presently designed.

CALL BEFORE YOU DIG !!!

JOY C. & RUTH WICKAM
D.B. 218, Pg. 89

76229



NOTTINGHAM
SECTION 3

FUTURE DEVELOPMENT
NOTTINGHAM
SECTION 4

FUTURE DEVELOPMENT
NOTTINGHAM
SECTION 5

PAGE 87 OF 89
D.B. 218, Pg. 288

SECTION 3
D.B. 218, Pg. 288

LEXINGTON BOULEVARD

EASEMENT

In consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the Grantor(s):

BUEHLER FOOD MARKETS, INCORPORATED

do hereby grant unto COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY, its successors, assigns, lessees, and licensees (hereinafter called the Company), so long as the same may be used, the right and easement to construct, reconstruct, enlarge, repair, replace, remove, operate, maintain, inspect and adding to from time to time, whether pole or underground, for the transmission and distribution of electric energy and communications, together with all such facilities, including poles, wires, guys, guy stubs, conduits, manholes, fixtures and appurtenances, as it may require or deem proper therefor, and for the attachment and carrying of the wires and cables of other companies using energy in the conduct of their business, upon, across, in, over and/or under the property and/or also along any highway as now or hereafter exist crossing the property situated in R. 1.2, T. 5, Sec. 3, Fr. Survey P.T. Lot 16, in the CITY OF DELAWARE, County of DELAWARE, and State of Ohio, and known as 80.22 acres, more or less, as the same is more particularly described in deed dated 6/15/85, from HARTER ENTERPRISES, INC. to BUEHLER FOOD MARKETS, INCORPORATED and recorded in Deed Book 467, Page 747, Record of Deeds in Recorder's office, DELAWARE County, Ohio.

This easement shall be 10 feet in width, the centerline being the underground cable and/or poles as installed.

In the case of underground services, the Company is hereby granted the right and easement to install the necessary service facilities, which shall remain the property of the Company, from its distribution feeder lines, in such location or locations as may be necessary to serve with electric energy the building or buildings, existing or to be constructed on the subject property or lots.

If at any time the Company is required by the State Highway Department or any other governmental authority having control over said highway to relocate any or all of the facilities of said line, then the Company may and is hereby granted the right to relocate said facilities along the highway as it now exists or may hereafter exist.

Said easement includes the right to cut, trim, and/or remove any trees or shrubbery which may hereafter interfere with the construction, reconstruction, operation and/or maintenance of said line, within the limits of the easement and within the limits of a strip of land five feet in width on each side, adjacent and parallel to the easement and to cut, trim, and/or remove any trees or shrubbery that now interfere with the construction or reconstruction of said line.

The Company hereby agrees to pay for damages to the stock, growing crops, fences, gates, drains, ditches, or structures of the Grantor(s) or the disturbance of seeded lawns done by the Company or its employees while engaged in the construction or maintenance of said electric energy line.

The Company shall have the right of ingress to and egress from the site occupied or to be occupied by said line and appurtenances, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. It is specially provided, however, that the facilities of said lines shall be so located as not to interfere with the undersigned's ingress to and egress from said property, and the Grantor(s) shall have the right to use said right-of-way and easement for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted; however, Grantor, for Grantor and Grantor's heirs, successors, and assigns, agrees that they will not cause or permit any structure or building to be built or placed within the easement area and will not cause or permit any excavation deeper than eighteen (18) inches within said easement area except for utilities, but such other utilities shall not interfere with the Company's right to locate, construct, operate and maintain its facilities as herein granted.

Grantor has full power to convey this right of way and easement, and warrants and will defend the same against all claims by any persons.

WITNESS my hand..... this 1st day of July....., 1986
Signed and acknowledged in the presence of:

Donna R. Swartz

George A. Williams

BUEHLER FOOD MARKETS

By: Donald W. Buehler, Jr.

Donald W. Buehler, V.P.

This instrument was prepared by COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY

C.W.O. ELC 7-374-006

Drawing No. 0-241-69872
AIDER 0479 PAGE 785

800 W. CENTRAL AVE.

500000

The Grantor has complied with
Section 319.202 of the R.C.
File 7-15-86 Transfer Tax Paid
TRANSFERRED OR TRANSFER NOT NECESSARY
Doris R. Thomas, Auditor By Strick

STATE OF _____ COUNTY, SS:

Before, a Notary Public in and for said county and state, personally appeared the above named

who acknowledged that..... did sign the foregoing instrument and that the same is..... free act and deed.

In WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this..... day of....., 19.....

Notary Public

in and for County,

Commission expires.....day of....., 19.....

(The above form of acknowledgement is to be used if the Grantors are individuals.)

Serial No. 58895	TO	Columbus and Southern	Right of Way and Easement	Name <i>Donald W. Buehler</i>	TRANSFER NOT NECESSARY	County Auditor
Recorder's File No. 47467	Ohio Electric Company	<i>213 W. 9th St. C. E. J.</i>		Address <i>1111 Market St.</i>		County Auditor
				Line		19
				Township		
				County		
				Date		

JUL 18 1986
Rec'd for Record 10:50 A
Record July 25, 1986
In Volume 479 Page 785
Dorothy Conant
of Delaware County, Ohio
Rec 19-5-3-16 3475.00

STATE OF OHIO...CHIO...
Wayne...COUNTY, SS:

Personally came before me, this 1st day of July, 1986, the above named Donald W. Buehler and to me known to be the Vice President and respectively of the above named corporation, and by me duly sworn, did severally depose and say that they executed the foregoing instrument for and on behalf of said corporation as such officers, being duly authorized to do so; and further did severally depose and say that they are such officers of such corporation and that the seal affixed to said instrument is the seal of said corporation.



Joyce A. Williams
Notary Public in and for
Wayne County, Ohio

Commission expires March 22nd day of March, 1991.

(This acknowledgement is to be executed if the Grantor is a corporation.)

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 Realtor)

DATE: _____

1. **PROPERTY DESCRIPTION:** The undersigned buyer (Buyer) agrees to purchase from the undersigned owner (Seller) agrees to sell (Contract) through **United County Real Estate and Auction Services, LLC** (Broker), the following described real estate in _____, _____ County, Ohio, and known as: _____ (Real Estate).
2. **PRICE AND TERMS:** Buyer agrees to pay the amount of the high bid \$ _____ plus the buyer premium of \$ _____ for a **Total Purchase Price of \$ _____** for the Real Estate as follows: A **non-refundable** (except in the case of a non-marketable title) down payment (Down Payment) of \$ _____ must be deposited at the time of the Auction, and will be applied toward the Purchase Price. The Down Payment shall be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. This Down Payment is not an Earnest Money deposit as contemplated by R.C. 4535.24. 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 _____ (Closing Date). The Closing Date shall be automatically extended up to 30 days if Auctioneer deems necessary. Buyer will close through _____. 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 \$ _____ per day after original Closing Date.
4. **CLOSING COSTS:** The ☐ Buyer, ☐ 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 prorata, mortgage releases and will convey a good and marketable title.
The ☐ Buyer ☐ Seller ☐ split 50/50, is responsible for survey cost, if a survey is required for a transfer. ***Buyer is responsible for all other costs associated with closing.**
5. **TERMS:** The Real Estate sells: ☐ to the highest bidder regardless of price, **OR** ☐ subject to the Seller's confirmation.
6. **FIXTURES AND EQUIPMENT:** 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 or in storage; 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: _____
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 a nonmarketable 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, with no contingencies. In the event Buyer fails to perform according to the terms of this Contract, the Down Payment shall be forfeited without affecting

_____,
Buyer Initial Seller Initial

any of Seller's further remedies. Either party may demand specific performance of this Contract.

9. **SELLER'S CERTIFICATION:** Seller certifies to Buyer that, to the best of Seller's knowledge: (a) there are no undisclosed latent defects; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except _____; (c) there are no City, County or State orders that have been served upon Seller requiring work to be done or improvements to be made which have not been performed, except _____. 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 HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE BROKER/AUCTIONEERS/REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.
10. **INDEMNITY:** Seller and Buyer recognize that the AUCTIONEERS/BROKERS are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree 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 by Seller or his/her agents.
11. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by _____ 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): _____
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 (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 Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in the termination of this 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 on delivery of possession to Buyer, the Real Estate shall be in 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 a condition as good as it was prior to the damage or destruction, then Buyer, at his option, may terminate this Contract by written notice to Seller and the Down Payment Shall be returned to Buyer. 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 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:** ☐ Buyer ☐ Seller ☐ Neither Buyer nor Seller - is a licensed Real Estate Broker or Salesperson.
14. **POSSESSION:** Possession shall be given ☐ at closing, ☐ _____ days after closing at _____ ☐ AM ☐ PM 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 given.
15. **AGENCY DISCLOSURE STATEMENT:** Real Estate is being sold through United Country Real Estate and Auction Services,

_____,
Buyer Initial Seller Initial

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 agricultural use tax recoupments for years prior to the year of closing; (d) 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 (e) 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. 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, 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. Personal on-site inspection/s of the Real Estate or properties is strongly recommended.
- B. The Real Estate will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues.
- C. Information contained online was obtained by sources deemed reliable. However, neither United County Real Estate and Auction Services, LLC nor their agents will 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

Buyer Initial Seller Initial

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:** _____

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 ☐ 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 to the highest bidder regardless of price, the undersigned Seller has read and fully understands the foregoing offer and hereby accepts said offer and agrees to convey the Real Estate according to the above terms and conditions.

For Real Estate selling subject to the Seller's confirmation , the undersigned Seller has read and fully understand the forgoing 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 ☐ 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 \$ _____ ☐ cash ☐ cashier's check ☐ personal check # _____ made payable to _____ as down payment in accordance with terms herein provided.

United Country Real Estate and Auction Services

By: _____

Its: _____

