



AGENCY DISCLOSURE STATEMENT

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: _____ 333 Delaney Rd Wheelersburg, Oh 45694 _____

Buyer(s): _____

Seller(s): _____ Tim and Tony Newman _____

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

The seller will be represented by _____ Chip Carpenter / David J Douglas _____, and _____ Real Estate and Auction Srv _____
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

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

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to: attorney or to:

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



Department
of Commerce

Division of Real Estate
& Professional Licensing



ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by



Commitment No. 2125824

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company, a Texas Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.



A handwritten signature in blue ink, appearing to be "J. H. Eppinger".

Authorized Countersignature
Title First Agency, Inc.
495 Executive Campus Drive, Suite 100
Westerville, Ohio 43082



A handwritten signature in black ink, appearing to be "F. H. Eppinger".

Frederick H. Eppinger
President and CEO

A handwritten signature in black ink, appearing to be "D. Hisey".

David Hisey
Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

Date Issued: November 4, 2022

Commitment No.: 2125824

Property Address: V/L Diley Road North, Pickerington, Ohio 43147

Name and Address of Stewart Title Guaranty Company

Title Insurance Company: P.O. Box 2029
Houston, TX 77252

SCHEDULE A

- 1. Commitment Date: November 3, 2022 at 7:59 a.m.
- 2. Policy or Policies to be issued:
 - (a) 2006 ALTA Owner's Policy
Proposed Insured:
Proposed Policy Amount:
 - (b) 2006 ALTA Loan Policy
Proposed Insured:
Proposed Policy Amount:
- 3. The estate or interest in the land described or referred to in this Commitment is FEE SIMPLE
- 4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Greater Works Church, a nonprofit Ohio corporation


SOURCE OF TITLE:
[Official Record Book 1323 Page 155](#)
[Official Record Book 1613 Page 2677](#)
Recorder's Office, Fairfield County, Ohio.

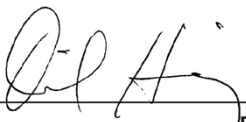
- 5. The Land is described as follows:
(Continued on Second Page)

Countersigned: 

Authorized Officer or Agent
Title First Agency, Inc.
495 Executive Campus Drive, Suite 100
Westerville, Ohio 43082




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

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Schedule A – Continued

Parcel I

Situated in the County of Fairfield, in the State of Ohio and in the Township of Violet:

Tract 1: Beginning at a stone at the Northwest corner of Section No. 9, in Township No. 15, Range No. 20; thence East 39 chains and 75 links to the half section corner; thence South 14 chains and 80 links to a point in the T. & O. C. Railroad; thence North 62 1/2 degrees West 18 chains and 90 links to a stone; thence West 22 chains and 25 links to a stone on the section line; thence North 5 chains and 52 links to the place of beginning, containing Twenty-nine and one-half acres (29 1/2 A.) of land, be the same more or less.

Said premises being now in the Village of Pickerington, Ohio.

Excepting therefrom the following described property situated in the Township of Violet, in the County of Fairfield, and State of Ohio, and bounded and described as follows:

Beginning at a stone at the Northwest corner of Section No. 9, Township No. 15, Range No. 20; thence East Thirty-nine (39) chains and Seventy-five (75) links to the half-section corner; thence South Fourteen (14) chains and Eighty (80) links to a point in the T. & O.C. Railroad; thence North 62 1/2 West Eighteen (18) chains and Ninety (90) links to a stone; thence Northwest along the said T. & O.C. Railroad track to a point where said railroad track intersects with the North line of Section No. 9 to a point which is the place of beginning of this tract. Said tract containing Nineteen (19) acres, more or less, and being all of the premises to the Northeast of the T. & O.C. Railroad owned by Grantors herein, and being part of the Tract No. 1 conveyed to the said Leola E. Hart in deed dated May 16, 1949, recorded in Vol. 233, Page 541 of the Deed Records of Fairfield County, Ohio.

And further excepting therefrom the following described property situated in the Township of Violet, in the County of Fairfield, and State of Ohio, and described as follows: (the same being set forth in "Exhibit B" attached hereto).

Situated in the State of Ohio, County of Fairfield, Township of Violet, Northwest Quarter of Section 9, Township 15, Range 20;

Being a part of the 29.5 acre tract known as Tract 1 described in a deed to Gilbert H. McKnabb and Mary Jane McKnabb and recorded in Volume 426, page 456, of the deed records in the Office of the Recorder of Fairfield County, Ohio, and being more fully described as follows:

Beginning at an iron pin in the centerline of Diley Road marking the northwest corner of Section 9, said iron pin also being the northwest corner of the aforementioned 29.5 acre tract;

thence South, with the westerly line of the 29.5 acre tract and the centerline of Diley Road, a distance of 86.30 feet to a point, said point being the true point of beginning;

thence continuing South, with the westerly line of the 29.5 acre tract and the centerline of Diley Road, a distance of 274.00 feet to an iron pin marking the southwest corner of the 29.5 acre tract, said iron pin also being the northwest corner of a 0.50 acre tract

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described in a deed to Carl L. Paugh and Myrtle M. Paugh and recorded in Volume 322, page 344, of the deed records in the Office of the Recorder of Fairfield County, Ohio;

thence North 89° 59' 44" East, with the southerly line of the 29.5 acre tract and the northerly line of the 0.50 acre tract, a distance of 220.00 feet to a point, said point also being the northeast corner of the 0.50 acre tract;

thence North, a distance of 274.00 feet to a point;

thence South 89° 59' 44" West, a distance of 220.00 feet to the true point of beginning, containing 1.384 acres and being subject to all legal easements and rights-of-way of record.

Parcel II

Situated in the State of Ohio, County of Fairfield, Township of Violet, Northwest Quarter of Section 9, Township 15, Range 20.

Being a part of the 29.5 acre tract known as Tract I, described in a deed to Gilbert H. McKnabb and Mary Jane McKnabb and recorded in Volume 426, Page 456, of the deed records in the Office of the Recorder of Fairfield County, Ohio, and being more fully described as follows:

Beginning at an iron pin in the centerline of Diley Road marking the northwest corner of Section 9, said iron pin also being the northwest corner of the aforementioned 29.5 acre tract;

thence South, with the westerly line of the 29.5 acre tract and the centerline of Diley Road, a distance of 86.30 feet to a point, said point being the true point of beginning;

thence continuing South, with the westerly line of the 29.5 acre tract and the centerline of Diley Road, a distance of 274.00 feet to an iron pin marking the southwest corner of the 29.5 acre tract, said iron pin also being the northwest corner of a 0.50 acre tract described in a deed to Carl L. Paugh and Myrtle M. Paugh and recorded in Volume 322, Page 344, of the deed records in the Office of the Recorder of Fairfield County, Ohio:

thence North 89° 59' 44" East, with the southerly line of the 29.5 acre tract and the northerly line of the 0.50 acre tract, a distance of 220.00 feet to a point, said point also being the northeast corner of the 0.50 acre tract;

thence North, a distance of 274.00 feet to a point;

thence South 89° 59' 44" West, a distance of 220.00 feet to the true point of beginning, containing 1.384 acres and being subject to all legal easements and rights-of-way of record.

Parcel I and Parcel II further described as follows:

Situated in the State of Ohio, County of Fairfield, Township of Violet, Northwest Quarter of Section 9, Township 15, Range 20.

Being a part of the 29.5 acre tract known as Tract 1, described in a deed to Gilbert H. McKnabb and Mary Jane McKnabb and recorded in Volume 426, Page 456, of the deed records in the Office of the Recorder of Fairfield County, Ohio, and being more fully described as follows:

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Beginning at a 3/4 inch solid iron pin found in Diley Road and marking the northwest corner of section 9;

thence South 89° 49' 08" East, with the northerly line of said section, a distance of 758.66 feet to a 3/4" iron pipe set in the southerly line of the Conrail Railroad;

thence South 61° 29' 42" East, with the southerly line of said railroad (60.00 feet in width) a distance of 749.71 feet to a 3/4" iron pipe found;

thence South 89° 59' 44" West and passing over a 1" iron pipe found at 1392.48 feet a total distance of 1417.48 feet to a railroad spike found in Diley Road;

thence North a distance of 360.30 feet to the point of beginning, containing 8.960 acres and being subject to all legal easements and rights-of-way of record.

Bearings are based on the westerly line of section 9 being NORTH, for further information see "Plat of Survey" made in conjunction with and considered an integral part of this description.

Description for this tract is based on a survey made in July 1981 by Thomas E. Tobin, Registered Surveyor No. 6363.

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SCHEDULE B - Part I

Requirements

Commitment No: 2125824

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. All parties to the transaction must provide identification sufficient to comply with the USA Patriot Act as determined by their lender and the policy issuing agent.
6. Duly executed Owners Affidavit covering matters of Title, in a form acceptable to the Company.
7. Warranty Deed from Greater Works Church, a nonprofit Ohio corporation to AMH Development, LLC, a Delaware limited liability company.
8. The contemplated conveyance requires approval of the legal description by the Fairfield County Engineer.
9. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the church named below:

Name of Church: Greater Works Church, a nonprofit Ohio corporation

- a) A copy of its discipline, by-laws or other regulations authorizing real estate transactions.
- b) A copy of the resolution authorizing the purchase, sale or encumbrance of real property and designating appropriate officers or trustees to represent the church, and/or evidence that proper notice of a meeting was given to all members along with a copy of the minutes of the meeting authorizing the conveyance or encumbrance evidencing the vote count of the members as required by their regulations.
- c) Common Pleas Court approval of conveyance or encumbrance. (Note: this is generally only required if the church is an unincorporated association and has no authority through its bylaws to convey or mortgage their property or successor trustees need to be appointed and there is no provision in the bylaws to do so)

The company reserves the right to add additional items or make further requirements after review of the requested documentation.

10. A CLOSING PROTECTION LETTER IS AVAILABLE IN OHIO PURSUANT TO OHIO REVISED CODE SECTION

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3953.32. Description of the coverage: The Closing Protection Coverage indemnifies you against the loss of settlement funds resulting from any of the following acts of the Licensed Agent or anyone action on behalf of the Licensed Agent, subject to certain conditions and exclusions specified in the Closing Protection Coverage Form:

- a. Theft, misappropriation, fraud, or any other failure to properly disburse settlement, closing or escrow funds; and
- b. Failure to comply with any applicable written closing instructions, when agreed to by the Licensed Agent.

Closing Protection Coverage costs: \$40.00 for a lender, \$55.00 for seller and \$20.00 for buyer/borrowers and \$20.00 for each additional applicant. Minimum Premium rate is \$40.00 for the CPL. (If the lender and seller waive and the buyer wants the letter I must charge \$40.00)

NOTE: A lender's closing instructions requiring Closing Protection Coverage is deemed to be its acknowledgement of receipt of the Notice of Availability of Closing Protection Coverage and its acceptance of the Offer of Closing Protection Coverage.

11. Final letters of instructions on behalf of each of the parties to the transaction must be received by the Company at least 48 hours in advance of the closing.
12. All Deeds must be accompanied with a DTE Form 100, Real Property Conveyance Fee Statement of Value and Receipt. Note: If claiming an exemption submit the DTE Form 100(EX) with the Deed.
13. Payment of the Conveyance Fee at a cost of \$4.00 per \$1,000.00 of consideration and a \$0.50 per parcel transfer tax in Fairfield County. Note: Ohio has no mortgage tax.
14. Please provide a draft deed so the legal description may be approved with the County tax office no later than two weeks from closing. The County Tax Map office reserves the right to require a new legal description be created for a new conveyance and creation of the new legal description can take in excess of three weeks and delay closing. Any instrument of conveyance creating an insured interest must comply with local rules on descriptions and conveyances pursuant to Sections 315.251 and 319.203 of the Ohio Revised Code.
15. Suggestions to decrease rejection of the documents presented at the time of recording:
 - Top margin of the first page reserved for recorder 3" margin and all other top margins at 1 ½";
 - Legal description need to be on all documents for recording and include Parcel numbers;
 - Documents for recording should include the mailing address for all parties;
 - All documents must include the name and address of preparer with the statement "This instrument prepared by" at the conclusion of the document;
 - A return-to address may be included on the first page;
 - Names must be legibly printed, typed or stamped immediately beneath the signatures. Corporate seal not required; and
 - Derivation clauses are recommended on Deeds, Assignments and Mortgage amendments. Note: See further Ohio Revised Code §317.114 and Chapter 5301.
16. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.

Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

NOTE: Your attention is directed to the provisions of the Tax Reform Act of 1986 which require the reporting of real estate transactions to the Internal Revenue Service. All real estate transactions (except for refinances) closed after January 1, 1987 must be reported on a Form 1099-S which must be completed in full at the time of closing.

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File No. 2125824



SCHEDULE B - Part II

Exceptions

Commitment No: 2125824

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

STANDARD EXCEPTIONS

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 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 the 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereinafter 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. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.

SPECIAL EXCEPTIONS

8. All assessments and taxes for 2022 and all subsequent years, which are not yet due and payable.

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9. Taxes for the year 2021 in the name of Greater Works Church, a nonprofit Ohio corporation are as follows:
As to [Parcel No. 04-10254-700](#)
Taxes for the First Half in the amount of \$1,057.28 are PAID: Taxes for the Second Half in the amount of \$1,057.28 are PAID.
(Assessed Valuation: Land \$44,570.00, Improvement \$0.00: Total \$44,570.00)
 10. Taxes for the year 2021 in the name of Greater Works Church, a nonprofit Ohio corporation are as follows:
As to [Parcel No. 04-10254-710](#)
Taxes for the First Half in the amount of \$576.18 are PAID: Taxes for the Second Half in the amount of \$576.18 are PAID.
(Assessed Valuation: Land \$24,280.00, Improvement \$0.00: Total \$24,280.00)
 11. Right of Way from Dora B. Lame and C.E. Lame to The Ohio Fuel Supply Company, dated August 2, 1910 and recorded November 2, 1910, in [Lease Volume 23, Page 117](#), in the Recorder's Office, Fairfield County, Ohio.
 12. Easement from Ralph C. Kitzmiller to Scioto Valley Railway & Power Company of Columbus, Ohio, dated December 17, 1930 and recorded April 17, 1931, in [Deed Book 177 Page 392](#), in the Recorder's Office, Fairfield County, Ohio.
 13. Judgment Entry on Settlement and Entry Granting a Fee Simple Interest, a Storm Easement and Two Temporary Construction Easements to the City of Pickerington by and between the City of Pickerington (Plaintiff) and The Prayer and Praise of Ecclesias, et al (Defendants), recorded January 11, 2008, in [OR Book 1492 Page 212](#), in the Recorder's Office, Fairfield County, Ohio.
 14. Affidavit of Name Change from The Prayer and Praise of Ecclesias, a nonprofit Ohio corporation, to Greater Works Church, a nonprofit Ohio corporation, dated November 5, 2012 and recorded November 6, 2012, in [OR Book 1613 Page 2677](#), in the Recorder's Office, Fairfield County, Ohio.
 15. Future special assessments on the tax duplicate occasioned by past due water bills, sewer bills, weed cutting charges, property clean-up and building maintenance charges assessed by a government authority.
 16. Delinquent Sewer and Water Bills may become a lien on the real estate. No liability is assumed by the company for ascertaining the status of utility charges and the insured is cautioned to obtain the current status of these payments.
- NOTE: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.
17. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy. (Note: This exception will appear only in the final loan policy.)
 18. This policy does not insure against possible additional tax assessment by reason of conversion of agricultural use lands or due to a change in valuation as determined by the Board of Revisions as provided for in Chapter 5713 and/or Chapter 5915 of the Ohio Revised Code.

NOTE: Pertaining to the covenants and restrictions, if any, described in Schedule B of this Commitment/Policy, the following is expressly omitted therefrom: any covenant or restriction based on race, color, religion, sex, handicap, familial

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File No. 2125824



status or national origin unless and only to the extent that such covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) related to handicap but does not discriminate against handicapped persons. Any covenant and restriction, or any part thereof, omitted as described above shall in no event be construed as forming a part of this Commitment/Policy, Schedule B of this Commitment/Policy or as an existing covenant and restriction disclosed by the public records.

NOTE: No liability is assumed by Company for uncertified encumbrances and the purchase contract shall be binding unless the contract is silent or ambiguous. If the contract is silent or ambiguous, the buyer assumes the risk.

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STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056*

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person’s preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

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. Minimum Bid \$30,000 Dollars

1. Online Only Auction will begin closing October 12, 2023 at 6PM Eastern Time.
2. All bidding is conducted online only, and registration can take up to 24 hours, so please register before the last day. All prospective Buyers who desire to participate in the auction must register online by creating a bidder profile through the online auction platform. If you need assistance in registering for the auction you can contact Real Estate and Auction Services, LLC Broker/Auctioneer Chip Carpenter 614-206-1135. Once the bidder profile has been created auction company will send new bidder a copy of the posted terms and conditions through an E-Signature platform Bidder will be required read and electronically sign the terms and conditions once returned to auction company bidding privileges will be turned on. Seller's may at their sole discretion request additional registration requirements from bidder's unknown to them or the auction company.
3. This auction is online only with a soft close. Bidding in the last three minutes will extend the time of closing by 3 minutes.
4. There will be a Ten Percent (10%) Buyer's Premium added to the accepted final high bid price online or negotiated (in the case of a reserve sale) to establish total contract price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Price for which they are obligated to pay.
5. Buyer to be emailed purchase and sale agreement immediately following the conclusion of the auction. It is buyer's responsibility execute the purchase and sale agreement and return signed copy to Real Estate and Auction Services, LLC within 24 hours of by email and scan, fax, E-Signature or hand deliver.
6. There will be a Ten percent (10%) NONREFUNDABLE down payment required. Nonrefundable down payment to either be wired to Real Estate and Auction Services, LLC Trust account or deliver a personal or business check made payable Real Estate and Auction Services, LLC Trust account to, 30 S. High St Croton, Ohio 43013 within 24 hours of auction close. Down Payment to be applied on the contract price at closing or retained by Seller if the closing does not occur. Balance of contract price is due in cash at closing which shall occur on or before November 17, 2023
7. Seller to provide title search and owners' policy insurance in the amount of the contract price and deed preparation. The owner's policy of title insurance shall contain all standard exceptions, as listed in the title commitment. Seller to pay the county conveyance fee and pay taxes current through the day of closing based on the most recent available tax rate and valuation taxes will be final at that time. The seller shall convey marketable title to the real estate by Warranty Deed. Closing and Title work to be provided by Trans County Title Cari Miller
8. 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 regarding fitness of the real property or improvements for a particular use or any 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 all due diligence inspections and inquiries as to feasibility of Buyer's intended development plans prior to bidding.

9. United Country Real Estate and Auction Services, LLC, along with their associated agents 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 their associated agents are working on behalf of the Seller.
10. Realtor cooperation is welcome; however, you must register your clients by emailing a signed agency disclosure to chip@ucrealstateandauction.com (Blank agency disclosure is available in the documents file in the MLS) prior to your client registering in the online platform. Co-op commission will be 2% of the accepted gavel price. If registered after the client registers through the online platform commission will be 1% of the accepted gavel price.
11. Seller has specifically reserved the right to have the auctioneer determine the minimum bid increments that will be accepted from all bidders. The auctioneer 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.
12. In case of conflict with these terms and conditions, the terms and conditions in the signed contract control the transaction.
13. 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 County Real Estate and Auction Services LLC or Robert W. Weiler Company.
14. 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. Except in the case of leased space. Buyer will assume all responsibility and costs associated with these items as of the date of closing.
15. All information contained in this brochure and all related material came from sources deemed reliable but are not warranted by Seller or auctioneer. Announcements made day of sale shall take precedence over printed material. These announcements if any will be posted in the auctioneer's notes.
16. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to (pause) the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
17. Bidder acknowledges and understands that online bidding may or may not function correctly the day of the auction. Under no circumstances shall Bidder have any kind of claim against United Country Real Estate and Auction Services, LLC and Robert W. Weiler Company or anyone else if the Internet service fails to work correctly before or during the auction. Auction conduct and bidding increments are at the direction and discretion of the auctioneer. All decisions of the auctioneer are final.

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

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. 4735.24. In the event this Contract does not close for any reason other than as agreed, Buyer agrees that the Down Payment shall be disbursed by Broker to Seller five (5) days after scheduled Closing Date unless Broker is previously notified in writing by Buyer that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.
3. **BALANCE & CLOSING:** The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before _____ (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 split 50/50 shall be responsible for transfer taxes, real estate tax prorata, mortgage releases and will convey a good and marketable title. The Buyer Seller split 50/50 is responsible for title search, owner's title insurance policy and deed preparation. 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 other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and (d) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365 day year. 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. **Taxes pro-rated at time of closing shall be final to both Buyer and Seller.**

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: _____

AGENT NAME: _____ LICENSE#: _____

EMAIL: _____ PHONE: _____

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: _____

AGENT NAME: _____ LICENSE #: _____

EMAIL: _____ PHONE: _____

23. **RECEIPT BY United Country Real Estate and Auction Services, LLC:** _____ 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: _____





RESIDENTIAL DWELLING/OTHER STRUCTURE FOR LAND PROPERTY WORKSHEET



The representations contained in this worksheet are made by the owner and are not the representations of the owner's agent or subagent. The worksheet is not a warranty or a guarantee of any kind by the owner or by any agent or subagent representing the owner of the property. This statement is not a substitute for any inspection. Potential purchasers are encouraged to obtain their own professional inspection and should not rely upon the information contained in this worksheet.

Please PRINT clearly in all blanks.

MLS # _____

Listing Address: _____ 333 Delaney Rd _____

Unit/Suite # _____

Listing Agent Name: _____ Chip Carpenter _____

Listing Agent E-mail: chip@ucrealestateandauktion.co

Listing Agent Phone #: _____ 614-206-1135 _____

Extension: _____

Listing Brokerage: Real Estate and Auction Services, L

Listing Brokerage Phone #: _____ 740-965-1208 _____

Extension: _____

RESIDENTIAL DWELLING ON PROPERTY INCLUDES THESE FEATURES. *Please Check ALL that Apply.*

Style		Notes
1	<input type="checkbox"/>	1 Story
2	<input type="checkbox"/>	2 Story
3	<input type="checkbox"/>	2 ½ Story
4	<input type="checkbox"/>	3 Story
5	<input type="checkbox"/>	Bi-Level
6	<input type="checkbox"/>	Cape Cod / 1.5 Story
7	<input type="checkbox"/>	Split – 3 Level
8	<input type="checkbox"/>	Split – 4 Level
9	<input type="checkbox"/>	Split – 5 Level +
10	<input checked="" type="checkbox"/>	Other Structure – Please Describe
		500 Square Foot Cabin
Year Built		
11	<input checked="" type="checkbox"/>	2016
Bedroom Total		
12	<input type="checkbox"/>	
Full Baths Total		
13	<input type="checkbox"/>	
Half Baths Total		
14	<input type="checkbox"/>	
Parking Type (1 to 22 required)		
15	<input type="checkbox"/>	1 Car Garage
16	<input type="checkbox"/>	2 Car Garage
17	<input type="checkbox"/>	3 Car Garage
18	<input type="checkbox"/>	4 Car Garage
19	<input type="checkbox"/>	5 Car Garage\+
20	<input type="checkbox"/>	Attached Garage
21	<input type="checkbox"/>	1 Carport
22	<input type="checkbox"/>	2 Carport
23	<input type="checkbox"/>	3 Carport\+
24	<input type="checkbox"/>	1 Off Street

25	<input checked="" type="checkbox"/>	2 Off Street	
Parking Type (1 to 22 required – continued)			
26	<input type="checkbox"/>	Detached Garage	
27	<input type="checkbox"/>	Heated	
28	<input type="checkbox"/>	Opener	
29	<input type="checkbox"/>	Shared Driveway	
30	<input type="checkbox"/>	Side Load	
31	<input type="checkbox"/>	Tandem	
32	<input type="checkbox"/>	On Street	
33	<input type="checkbox"/>	Assigned	
34	<input type="checkbox"/>	Lift	
35	<input type="checkbox"/>	Common Area	
36	<input type="checkbox"/>	Farm Building	
Basement Y/N			
37	<input type="checkbox"/>	Yes	
38	<input checked="" type="checkbox"/>	No	
Alternate Uses			
39	<input type="checkbox"/>	Bed & Breakfast	
40	<input type="checkbox"/>	Business Op	
41	<input type="checkbox"/>	Commercial	
42	<input type="checkbox"/>	Farm	
43	<input type="checkbox"/>	Industrial	
44	<input type="checkbox"/>	Multi-Family	
45	<input type="checkbox"/>	Office	
46	<input type="checkbox"/>	Rooming House	
47	<input type="checkbox"/>	Additional Notes	

Signature of Owner(s)

Jim newman

Tony newman

Date: 09/14/2023

Signatures of Agent & Broker

Agent *Chip Carpenter*

Broker E-Signed : 09/20/2023 03:06 PM EDT

Chip Carpenter

Date: 09/20/2023 IP: 74.143.190.58 Electronic Signature DocID: 20230920140408370