

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
DATE 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: _____



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. Sells with Owner conformation.

1. Online Only Auction will begin closing October 24, 2024 at 7PM 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 three 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 to 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 Nov. 22, 2024
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. Seller shall convey marketable title to the real estate by General Warrant Deed. Closing and Title work to be provided by Attorney at Law Galena, Oh contact Julie Lowe 740-965-3900
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, 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.
10. Real Estate agent 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 bidding in the online platform.

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 Country Real Estate and Auction Services LLC.
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, 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



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

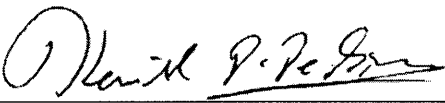
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

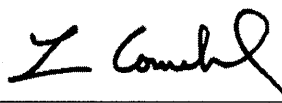
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance[issued by First American Title Insurance Company]. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form].

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Form 50202839 (3-13-23)





COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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;[and]
- 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 is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance[issued by First American Title Insurance Company]. 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;[and a counter-signature by the Company or its issuing agent that may be in electronic form].

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Form 50202839 (3-13-23)





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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Form 50202839 (3-13-23)



**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: **Kenneth J. Molnar**
 Issuing Office: **21 Middle Street, Galena, Ohio 43021**
 Issuing Office's ALTA® Registry ID: **1046485**
 Loan ID Number:
 Commitment Number: **24-115**
 Issuing Office File Number: **24-115**
 Property Address: **3781 State Route 605 S, Galena, Ohio 43021**
 Revision Number:

SCHEDULE A

1. Commitment Date: **September 20, 2024 at 7:00 a.m.**
2. Policy to be issued:
 - a. ☒ ALTA® Owner's Policy
 Proposed Insured: **TBD**
 Proposed Amount of Insurance: **\$TBD**
 The estate or interest to be insured: **Fee Simple**
 - [b. ☐ ALTA® ☐ Policy
 Proposed Insured:
 Proposed Amount of Insurance: \$
 The estate or interest to be insured:
 - [c. ☐ ALTA® ☐ Policy]
 Proposed Insured:
 Proposed Amount of Insurance: \$
 The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in: **Amanda Bailey (BK 1979, Page 39)**
5. The Land is described as follows: **Situated in the State of Ohio, County of Delaware, and Township of Harlem, bounded and described as follows:**

SEE ATTACHED LEGAL DESCRIPTION**1.325 Acres, More or Less****First American Title Insurance Company**

By: _____

Authorized Signatory

Issuing Agent: **Kenneth J. Molnar**
 Agent ID No.: **12317067**
 Address: **21 Middle Street**
 City, State, Zip: **Galena, Ohio 43021**
 Telephone: **740-965-3900**

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SCHEDULE B, PART I—Requirements

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.
 - A. **General Warranty Deed from the Amanda Bailey with release of dower by spouse to the proposed owner insured conveying fee simple title to the premises described as schedule A herein.**
 - B. **Dismissal of Case No. 23 CVE 090644 Foreclosure by JPMorgan Chase Bank of the Mortgage of record in OR 295, Page 1587, Delaware County, Ohio Records.**
 - C. **Legal Description approved by the Delaware County Map Department as there are discrepancies on instruments in the chain of title indicating that the premises consists of 1.325 acres, more or less and others indicating that the premises consists of 1.250 acres, more or less.**

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
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.

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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 the 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 instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. **No liability is assumed for any special assessments, other than as would be reflected by the County Treasurer's Tax Duplicate.**
10. **This Commitment does not insure the amount of land contained in the premises.**
11. **If there is a Homeowners Association affecting the property where dues may be imposed, the Company assumes no responsibility for ascertaining the status of these charges.**
12. **Property address and/or tax parcel identification number shown herein are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.**
13. **Rights of the Public to use those portions of the subject premises lying within the bounds of any legal highway.**
14. **Delinquent sewer bills, water bills, charges for weed cutting, clearing up trash and other nuisance abatement charges may become a lien on the real estate. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these charges, if any.**
15. **Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.**
16. **Ohio law, effective October 3, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at O.R.C. §5301.256. Any loss or damage incurred as a result of violation of this law is excluded from coverage under the terms of a title insurance policy.**
17. **Pending Foreclosure in Case No. 23 CVE 090644 by JPMorgan Chase Bank naming Amanda Bailey as defendant seeking foreclosure of the Mortgage of record in OR 295, Page 1587, Delaware County, Ohio Records. This Mortgage was originally from Warren E. Jacobs and Joyce L. Jacobs, husband and wife, to Integrity Mortgage Corporation in the original amount of \$87,000.00 dated 1/10/2003, filed for record 1/17/2003 in OR 295, Page 1587, Delaware County, Ohio Records. The original amount was**

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\$87,000.00. This Mortgage was subsequently assigned to Washington Mutual Bank, F.A. by instrument dated 1/10/2003, filed for record 2/12/2003 and recorded in OR 305, Page 953, Delaware County, Ohio Records. This instrument was subsequently assigned to JPMorgan Chase Bank, National Associate, by instrument dated 5/20/2022, filed for record 6/2/2022 and recorded in OR 1969, Page 1851, Delaware County, Ohio Records.

18. OR 812, Page 1639: Pipeline Right-of-Way and Meter Side Agreement in favor of Consumers Gas Cooperative, Inc. This instrument was subsequently assigned to Aspire Energy of Ohio, LLC. by instrument of record in BK 1654, Page 1279, Delaware County, Ohio Records.

19. DB 423, Page 630: Right-of-Way Easement in favor of Del-Co Water Company.

20. OR 295, Page 1587: Mortgage from Warren E. Jacobs and Joyce L. Jacobs, husband and wife, to Integrity Mortgage Corporation in the original amount of \$87,000.00 dated 1/10/2003, filed for record 1/17/2003, Delaware County, Ohio Records. This Mortgage was subsequently assigned to Washington Mutual Bank, F.A. by instrument dated 1/10/2003, filed for record 2/12/2003 and recorded in OR 305, Page 953, Delaware County, Ohio Records. This instrument was subsequently assigned to JPMorgan Chase Bank, National Association, by instrument dated 5/20/2022, filed for record 6/2/2022 and recorded in OR 1969, Page 1851, Delaware County, Ohio Records.

21. Tax Information:

A. Parcel No. 316-420-01-028-000. Valuations: Land: \$31,610.00 Buildings: \$21,070.00 Total: \$52,680.00. Taxes for the first half year 2023 in the amount of \$1,097.90 are paid. Taxes for the second half year 2023 in the amount of \$1,097.90 are paid. Taxes for the year 2024, amount undetermined, are unpaid and a lien.

B. Special Assessment 21-107 in the amount of \$71.11 per half. First half year 2023 is paid in the amount of \$71.11. Assessment for the second half year 2023 is paid in the amount of \$71.10. This Assessment is a continuing Assessment for Harlem Electric Light.

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Form 50202839 (3-13-23)



LEGAL DESCRIPTION

Situated in the State of Ohio, County of Delaware, and Township of Harlem, bounded and described as follows:

Being in Range 16, Township 3, Section 4 and northwest part of Lot 40, United States Military Lands:

Beginning on the west line of said Lot, in the center of CenterVillage and New Albany Road, on the south line of 16.5 foot alley lying south of Lot 19 in the Hamlet of Center Village; thence run South on the west line of said lot and in the center of said road 21.2 rods to the northwest corner of land owned by John L. and Clarissa J. Feazel; thence East 10 rods; thence North 21.2 rods; thence East 10 rods; thence North 21.2 rods; thence West 10 rods to the place of beginning, **containing 1.325 acres, more or less.**

Auditor's Parcel No. : 316-420-01-028-000
Prior Instrument No. : BK 1879, Page 39
Property Address : 3781 State Route 605 South, Galena, Ohio 43021

PIPELINE RIGHT OF WAY VOL 0812 PAGE 1639 AND METER SITE AGREEMENT

FOR AND IN CONSIDERATION OF One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, Warren E. Jacobs and Joyce L. Jacobs (husband and wife) (hereinafter called the Grantors), do hereby grant unto Consumers Gas Cooperative Inc., 5772 Dressler Road NW, North Canton, Ohio 44720 (hereinafter called the Grantee) its heirs and assigns, the right to lay a pipeline over and the right to set a meter on the premises hereinafter described, and to maintain, operate, repair, replace and remove same, together with valves and other necessary appurtenances, on lands situated in Harlem Township, Delaware County, State of Ohio, and bounded now and/or formerly bounded and described as follows:

On the North by lands of Garrabrandt

On the East by lands of Wurm

On the South by lands of Wiant

On the West by lands of Newcon LLC, Ronk

200700032817
Filed for Record in
DELAWARE COUNTY, OHIO
ANDREW D BRENNER
10-11-2007 At 04:23 pm.
EASEMENT 28.00
OR Book 812 Page 1639 - 1639

said lands being in Section 40 _____, Township Harlem 3 N, Range R 16 W and containing 1.250 acre (s), more or less. Tax parcel identification number 31642001028000

NOW THEREFORE, in consideration of \$ 1.00, it is hereby agreed by and between parties hereto as follows: Consumers Gas Cooperative will lay a natural gas pipeline system beginning at yet to be determined property boundary and proceed through the property. The placement of the above pipeline system will be by mutual consent between the grantor and the grantee. There will be written letter of understanding between the grantor and grantee to document mutually agreed upon placement of the above as well as describing appropriate remuneration for the right to place same on the premises.

With the right of ingress and egress to and from the same, the said Grantors to fully use and enjoy the said premises, except for the purposes herein before granted to the said Grantee. Said pipe is to be buried so as to not interfere with the cultivation of the lands, and said Grantee to pay any damage which may rise to crops and fences from the laying, maintaining and operating of said pipeline; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantors, heirs, or assigns, one by the Grantee, its heirs or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands this 20th day of September, 2007.

Signed and acknowledged before me:

Warren E. Jacobs (Grantor)
Warren E Jacobs Printed Name

Joyce L. Jacobs (Grantor)
Joyce L. Jacobs Printed Name
Delaware County

STATE OF OHIO)
) SS
COUNTY OF Delaware)

The Grantor Has Complied With
Section 319.202 Of The R.C.
DATE 10/11/07 Transfer Tax Paid ✓
TRANSFERRED OR TRANSFER NOT NECESSARY
Delaware County Auditor By Stines

Warren E Jacobs and Joyce L Jacobs (husband and wife)
me, a Notary Public, in and for said County and State, and acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this 20th day of September, 2007.



JOE GARDNER
Notary Public
In and for the State of Ohio
My Commission Expires
March 20, 2011

Joe Gardner
Notary Public

This instrument was prepared by: Consumers Gas Cooperative, Inc. 5772 Dressler Rd. NW, North Canton, OH 44720



Doc ID: 013006830007 Type: OFF
Kind: EASE ASSIGN
Recorded: 08/06/2019 at 02:03:35 PM
Fee Amt: \$444.00 Page 1 of 7
Workflow# 0000187742-0001
Delaware County, OH
Melissa Jordan County Recorder
File# 2019-00020729
BK **1654** PG **1279-1285**
ASPIRE ENERGY
300 TRACY BRIDGE RD
ORRVILLE, OH 44667

ASSIGNMENT OF PIPELINE EASEMENTS

THIS ASSIGNMENT OF PIPELINE EASEMENTS is made and entered into as of August 1, 2019, ("*Effective Date*") by and between **CONSUMERS GAS COOPERATIVE**, an Ohio non-profit corporation ("*Assignor*"), with a mailing address of 298 Tracy Bridge Road, Orrville, OH 44667 and **ASPIRE ENERGY OF OHIO, LLC**, a Delaware limited liability company ("*Assignee*"), with a mailing address of 300 Tracy Bridge Road, Orrville, OH 44667.

WITNESSETH:

WHEREAS, Assignor desires to assign Assignee its interest in the easements described below;

WHEREAS, Assignee desires to accept such assignment and assume such duties and obligations under the Easements pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the mutual agreements contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

Section 1. Assignment and Delegation. Assignor hereby transfers, assigns and delivers to Assignee all right, title and interest of Assignor in and to the **Pipeline Right of Way and Meter Site Agreements, Regulator Site Agreements, Permits and Easements, whether recorded or unrecorded, as set forth on Exhibit "A" attached hereto and made a part hereof**, in the Delaware County, Ohio, records and delegates to Assignee all duties and obligations under the Agreements arising from and after the Effective Date.

Section 2. Assignee's Acceptance and Assumption. Assignee hereby accepts such transfer, assignment and delivery of the Easements from Assignor and expressly assumes any and all duties and obligations of Assignor in connection with the Easements arising from and after the Effective Date.

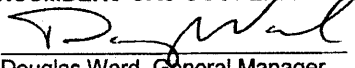
Section 3. Binding Effect. This Assignment shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns, but shall not confer any rights or benefits upon third parties.

Section 4. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Easements Agreement to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

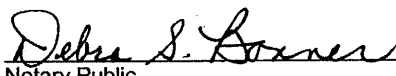
CONSUMERS GAS COOPERATIVE

By: 
Douglas Ward, General Manager

STATE OF OHIO)
) ss:
COUNTY OF WAYNE)

Douglas M. Ward, General Manager, personally appeared before me a Notary Public, in and for said County and State, and acknowledged the signing of the foregoing instrument to be his/her voluntary act and deed and the voluntary act and deed by him/her as such officer of Consumers Gas Cooperative.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this 1st day of August, 2019.


Notary Public



DEBRA S. BONNER
Notary Public, State of Ohio
My Commission Expires November 1, 2021

Page 2 of 2

This instrument prepared by:
Aspire Energy of Ohio, LLC, 300 Tracy Bridge Road, Orrville, OH 44667

EXHIBIT A

GARRABRANT, DONALD D. & SUSAN J. H & W	CONSUMERS GAS	08/25/2007	DELAWARE	HARLEM	16	3N	16W	3164400101000; 31644001005000	5,007	0805	2431
BACHMAN, H. CHARLES & KAREN S. H & W	CONSUMERS GAS	08/27/2007	DELAWARE	HARLEM	7	3N	16W	31641001004000	42,868	0805	2426
BACHMAN, KAREN S.	CONSUMERS GAS	08/27/2007	DELAWARE	HARLEM	6, 7	3N	16W	31641001003000; 31641001073000	46,311	0805	2429
BACHMAN, VERA JEAN WIDOWED	CONSUMERS GAS	08/27/2007	DELAWARE	HARLEM	7, 8	3N	16W	31641001001000; 31641001002000;	168,337	0805	2427
BUELL, HUGH B. RESIDUARY TRUS. DOLORES J. BUELL, TRUSTEE	CONSUMERS GAS	08/29/2007	DELAWARE	HARLEM	12, 17	3N	16W	31614001049000; 31614001051000	81,960	0805	2424
BUELL, DOLORES J. WIDOWED	CONSUMERS GAS	08/31/2007	DELAWARE	HARLEM	5, 6, 7	3N	16W	31611003015001	13,042	0805	2420
BUELL, HUGH B. RESIDUARY TRUS. DOLORES J. BUELL, TRUSTEE	CONSUMERS GAS	08/31/2007	DELAWARE	HARLEM	5, 6, 7	3N	16W	31611003017000; 31611003016000;	184,530	0805	2421
JACOBS, WARREN E. & JOYCE L. H&W	CONSUMERS GAS	09/20/2007	DELAWARE	HARLEM	40	3N	16W	31642001028000	1,250	0812	1639
PIPER, ALLEN D. & DONNA J. ET AL	CONSUMERS GAS	09/27/2007	DELAWARE	HARLEM	11	3N	16W	31614001001000	68,747	0812	1633
CK BACHMAN LTD	CONSUMERS GAS	10/03/2007	DELAWARE	HARLEM	7, 8	3N	16W	31613001002000	95,000	0812	1638
JULIANO, RICHARD A. & PATRICIA H&W	CONSUMERS GAS	10/03/2007	DELAWARE	HARLEM	12	3N	16W	31614001053000	5,000	0812	1636
MARCUM, THOMAS DAVID II & LEIGHANNE H&W	CONSUMERS GAS	10/03/2007	DELAWARE	HARLEM	13	3N	16W	31614001071000	2,260	0812	1637
PIPER BROS LLC	CONSUMERS GAS	10/11/2007	DELAWARE	HARLEM	13	3N	16W	31614001012000	5,701	0812	1635
PIPER, DWIGHT E. & LANA S. H & W	CONSUMERS GAS	10/16/2007	DELAWARE	HARLEM	13	3N	16W	31614001013000; 31614001012005	22,633	0813	1434
WIANT, DAVID A. & DONNA J. H & W	CONSUMERS GAS	10/18/2007	DELAWARE	HARLEM	40	3N	16W	31642001029000	0,500	0815	2455
FACEINTER, CAMERON L. & ADA CH&W	CONSUMERS GAS	10/24/2007	DELAWARE	HARLEM	8	3N	16W	31613001008000	4,760	0814	2446
VOIGT, JEANNE EXECUTOR FOR ESTATE OF ROBERT E. DOUGHTEN	CONSUMERS GAS	10/25/2007	DELAWARE	HARLEM	12	3N	16W	31614001054000	50,000	0815	2457
RAOKE, THOMAS A. & WANDA D.	CONSUMERS GAS	10/26/2007	DELAWARE	HARLEM	9	3N	16W	31641001024003; 31641001029000;	17,329	0814	2445
GARRABRANT, MARVIN C.	CONSUMERS GAS	10/29/2007	DELAWARE	HARLEM	40	3N	16W	31642001027000	0,200	0815	2454
DUDDY, JENNIFER, LRA PROPERTIES LLC	CONSUMERS GAS	10/30/2007	DELAWARE	HARLEM	1	3N	16W	31613001023000	16,030	0817	2382
PIPER, DUANE E. & HEIDI A.	CONSUMERS GAS	10/30/2007	DELAWARE	HARLEM	7, 8	3N	16W	31613001003000; 31613001005000	18,661	0815	2456

RIGHT-OF-WAY EASEMENT

VOL 423 PAGE 630

KNOW ALL MEN BY THESE PRESENTS, that Warren E. Jacobs and Joyce L. Jacobs (Husband & Wife), hereinafter called grantors, in consideration of One Dollar (\$1.00) and other good and valuable considerations paid by DEL-CO WATER CO. INC. hereinafter called the grantee, the receipt and sufficiency of which is hereby acknowledged, does grant, bargain, sell and convey to said grantee, its successors and assigns, an easement, a portion of which is temporary and a portion of which is perpetual with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace and remove water lines, valves, fittings, meters and accessories over and across the following lands owned by the grantor in the State of Ohio, County of Delaware and Township of Harlem and more particularly described as follows, to wit:

16-3-4

Lot 40

1.33+ Acres

which property is located on the east side of State Route 605 S Road and mailing address of which property is 3781 S State Route 605, Galena, OH 43021 together with the right of ingress and egress over the grantors adjacent lands the purpose of which the above mentioned rights are granted.

The temporary easement which is for construction purposes is to terminate upon the completion of construction and is limited to Twenty Five (25) feet in width being 12½ feet on each side of and parallel with the proposed centerline of the waterline. The permanent easement hereby granted is limited to 12 feet in width being 6 feet on each side of and parallel with the centerline of the waterline as finally laid and constructed across the lands of the within grantors, said lines to be constructed as near as possible to the right of way of S. State Route 605 Road or within existing utility easements.

The consideration recited herein shall constitute payment in full for all damages sustained by grantors by reason of the installation of constructions referred to herein and the grantee will maintain such easement in a state of good repair and sufficiency so that no unreasonable damages will result from its use to grantors premises. This agreement, together with other provisions of this grant, shall constitute a covenant, running with the land for the benefit of the grantee, its heirs, successors and assigns. The grantors covenant that they are the owners of the above described lands and said lands are free and clear of all encumbrances except mortgages, leases, easements, and restrictions of record.

IN WITNESS WHEREOF, the said Warren E. Jacobs and Joyce L. Jacobs, who hereby release their respective right and expectancy of dower in said premises have hereunto set their hands this 26 day of SEPTEMBER, 1978.

Signed and acknowledged in the presence of:

Robert W. McAdams
Sandra L. Shuler

x Warren E. Jacobs
x Joyce L. Jacobs

STATE OF OHIO
DELAWARE COUNTY:

On this 26 day of September, 1978, before me, a Notary Public in and for said county, personally came Warren E. Jacobs and Joyce L. Jacobs the grantors in One foregoing easement who acknowledge the signing thereof to be their voluntary act and deed.

Witness my official signature and seal on the day last aforesaid.

Prepared by:
John D. Wolf
Attorney at Law
25 W. Central Ave.
Delaware, Ohio

FILED FOR RECORD		OCT 30 1978	
AT 4104		OCT 30 1978	
RECORDED	Nov. 3, 1978	RECORD	
Deed	423	PAGE	630
VOL.	423	PAGE	630
COUNTY RECORDER			
FEE \$ 4.00			

Robert W. McAdams
Notary Public
ROBERT W. McADAMS
Notary Public, Delaware, Franklin, Knox, Licking, Form 112-1
Marion, Union and Marion Counties, Ohio
My Commission Expires Aug. 5, 1981

16-3-4- Harlem 40

The Grantor has complied with
 Section 319.02 of the R.C.
 TRANSFERRED TO TRANSFER NOT NECESSARY
 David E. Thomas, Auditor By D. H. H. H. H.



STATE OF OHIO
DEPARTMENT OF COMMERCE

Eff. 6/2022

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 JB Date 09/23/2024
Owner's Initials JB Date 09/23/2024

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



Eff. 06/2022

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:

3781 State Route 605

Owners Name(s):

Amanda and Jason Bailey

Date: 09 - 23, 20 24

Owner ☒ is ☐ is not occupying the property. If owner is occupying the property, since what date: 02-22

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 type="checkbox"/> Public Sewer | <input checked="" type="checkbox"/> Private Sewer | <input checked="" 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: _____Owner's Initials JB Date 09/23/2024
Owner's Initials AS Date 09/23/2024Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address _____ 3781 State Route 605 _____

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).

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

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):

NO COLD WATER KITCHEN SINK
OIL FURNACE ISNT WORKING

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?

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

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

Owner's Initials JB Date 09-23-2024
Owner's Initials SM Date 09-23-2024

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

Property Address 3781 State Route 605

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: Artesian Well

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

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

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

Is the property located in a designated flood plain? ☐ Yes ☐ No ☒ Unknown

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? ☐ Yes ☒ No ☐ Unknown

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

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

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

If "Yes", please describe:

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

If "Yes", please describe:

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

If "Yes", please describe:

List any assessments paid in full (date/amount)

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

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

If "Yes", please describe (amount)

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

1) Boundary Agreement ☐ Yes ☒ No

4) Shared Driveway ☐ Yes ☒ No

2) Boundary Dispute ☐ Yes ☒ No

5) Party Walls ☐ Yes ☒ No

3) Recent Boundary Change ☐ Yes ☒ No

6) Encroachments From or on Adjacent Property ☐ Yes ☒ No

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

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

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

Owner's Initials JB Date 09/23/2024

Owner's Initials JB Date 09/23/2024

Purchaser's Initials _____ Date _____

Purchaser's Initials _____ Date _____

Property Address _____

3781 State Route 605

CERTIFICATION OF OWNER

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

OWNER: _____

DATE: _____

OWNER: _____

DATE: _____

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

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

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

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

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

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to the potential presence of hazardous materials (Radon Gas, lead pipes, toxic mold, etc.) that may affect the purchaser's decision to purchase the property. See Appendix A for a list of resources.

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

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

PURCHASER: _____

DATE: _____

PURCHASER: _____

DATE: _____



STATE OF OHIO RESIDENTIAL PROPERTY DISCLOSURE FORM

Appendix A – Links to Additional Information & Resources

This list is not exhaustive. If the purchaser is concerned about the presence of any potential hazardous material in this property, purchaser assumes responsibility to obtain information from the listed resources and/or in consultation with a person licensed/certified in the area of concern.

RADON GAS

- <https://www.epa.gov/radon>
- <https://www.epa.gov/sites/production/files/2015-05/documents/hmbuygud.pdf>
- <https://odh.ohio.gov/wps/portal/gov/odh/know-our-programs/radon-education-and-licensing-program/welcome/>

LEAD

- <https://www.cdc.gov/nceh/lead/prevention/sources.htm>
- <https://www.epa.gov/lead/learn-about-lead>
- <https://www.epa.gov/ground-water-and-drinking-water/lead-service-line-replacement>
- <https://odh.ohio.gov/wps/portal/gov/odh/know-our-programs/healthy-homes/welcome>

If you are on a municipal water service, check with that provider, they may have a lead pipe mapping program that you can access.

TOXIC MOLD

- <https://www.epa.gov/mold/mold-and-your-home>
- <https://www.cdc.gov/mold/default.htm>

ASBESTOS

- <https://www.cpsc.gov/safety-education/safety-guides/home/asbestos-home/>
- <https://www.epa.gov/asbestos/protect-your-family-exposures-asbestos#whattodo>

UREA FORMALDEHYDE

- https://www.cpsc.gov/s3fs-public/An-Update-On-Formaldehyde-725_1.pdf?O3CFjmPrIFt_ogVb7OhX4ZDPu7fYky8Q

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

Lead Warning Statement

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

Property Address

3781 State Route 605

Galena

Oh

43021

Seller's Disclosure

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

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

OR (ii) *JB* Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List documents below:

OR (ii) *JB* Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment

(c) Purchaser has (initial (i) or (ii) below):

(i) _____ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

(ii) _____ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home* (initial).

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

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

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

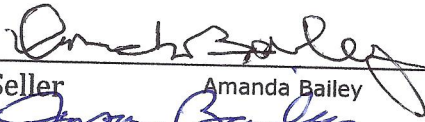
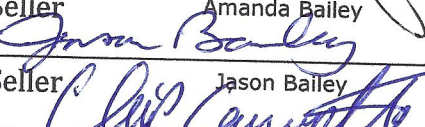
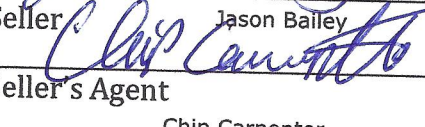
Agent's Acknowledgment (initial or enter N/A if not applicable)

(f) CC Seller's Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

(g) _____ Purchaser's Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.¹

Certification of Accuracy

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

 Seller Amanda Bailey	9/23/24		
	Date	Purchaser	Date
 Seller Jason Bailey	9/23/24		
	Date	Purchaser	Date
 Seller's Agent Chip Carpenter		Purchaser's Agent ¹	Date

Paperwork Reduction Act

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

¹ Only required if the purchaser's agent receives compensation from the seller.



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: 3781 STATE ROUTE 605 GALENA OH 43021

Buyer(s):

Seller(s): Jason Bailey and Amanda Bailey

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

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

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ 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:



**Department
of Commerce**

Division of Real Estate
& Professional Licensing

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

