



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: _____ 13859 Perfect Rd _____

Buyer(s): _____

Seller(s): _____ Debra L. Trubee Trustee _____

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



Exhibit A

United Country Real Estate and Auction Services, LLC
740-965-1208 | 614-206-1135
Owner: Debra L. Trubee, Trustee

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, the bidder acknowledges that these terms and conditions have been disclosed to the bidder, and bidder agrees to be bound by these terms and conditions. Property sells with owner confirmation day of sale.

1. Buyer to pay Ten Percent (10%) of the accepted high bid price as a NONREFUNDABLE down payment by Personal or Company Check Day of auction and upon execution of the purchase agreement, to be applied on the purchase price at closing, or retained by Seller if the closing does not occur. Balance of purchase price is due in cash at closing which shall occur on or before July 31, 2024, Real estate taxes shall be prorated to the day of closing based upon the most recent available tax rate and valuation. Survey: A new survey will be provided by the seller if necessary for transfer, otherwise a new survey will not be provided. The survey will be at the Sellers expense and any issues regarding the survey will be at the Seller's discretion. The seller will pay for conveyance fee, owner's policy of title insurance from Trans County Title Cari Miller <cari.miller@tcountyttitle.com>. The seller's portion of title agency closing fee not to exceed \$300.00, and deed preparation only. The seller will pay no other closing costs. The owner's policy of title insurance shall contain all standard exceptions, as listed in the title commitment. As owner's title insurance is being provided, the seller reserves the right to determine which form of deed (warranty, fiduciary etc) shall be used.
2. All real property and improvements are selling in their present "AS IS" and "Where-IS" condition with "All Faults" no warranties expressed or implied by the 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 and this includes any environmental inspections buyer desires. 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. United Country Real Estate and Auction Services, LLC, and all agents associated, represent only the Seller in this transaction. Successful Buyers shall sign an agency disclosure form acknowledging that United Country Real Estate and Auction Services, LLC and its associated agents are working on behalf of the Seller.
3. All prospective Buyers who desire to participate in the auction must register the day of sale prior to bidding and must then provide such personal information as requested by the auctioneer. Realtor cooperation is welcome; however, you must register your clients 48 hours prior to sale with an agency disclosure, show them the property and attend the auction. Co-Op commission is 2 % if registered less than 48 hours Co-Op commission is 1% No exceptions.
4. Seller has specifically reserved the right to have the auctioneer determine the minimum bid advancement that will be accepted from all bidders. The auctioneers will handle any disputes at the time of the auction and all decisions will be final. The auctioneer, the seller and/or the attorney for the seller reserve the right to demand satisfactory written evidence of the authority of an agent to enter a bid or to execute a purchase contract on behalf of another party. This auction may be subject to online, phone or proxy bidding.
5. Each successful bidder will be required to immediately execute the posted purchase contract, and deposit with the auctioneer the down payment described above. In case of conflict with these terms and conditions, the terms and conditions in the signed contract control the transaction.
6. Please view the posted title commitment for any questions on easements, rights of way, leases etc. Any reports, disclosures, letters or other documents from third parties are deemed reliable but not guaranteed by the seller nor United Country Real Estate and Auction Services LLC.
7. Any personal property left on the grounds of the real estate as of the date of closing becomes the property of the buyer of the real estate. The buyer will assume all responsibility and costs associated with these items as of the date of closing.
8. All information contained in this brochure and all related material came from sources deemed reliable but are not warranted by the seller or auctioneers. Announcements made on the day of sale shall take precedence over printed material.

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 shall be responsible for all transfer taxes, recording fees, title search, owner's title insurance premium and deed preparation. Seller is responsible for real estate tax prorata, mortgage releases and will convey a good and marketable title.
The ☐ Buyer ☐ Seller ☐ split 50/50, is responsible for survey cost, if a survey is required for a transfer. ***Buyer is responsible for all other costs associated with closing.**
5. **TERMS:** The Real Estate sells: ☐ to the highest bidder regardless of price, **OR** ☐ subject to the Seller's confirmation.
6. **FIXTURES AND EQUIPMENT:** The consideration shall include any fixtures, including but not limited to built-in appliances; heating, central air conditioning, and humidifying equipment and their control apparatuses; stationary tubs; pumps; water softening equipment; roof antennae; attached wall-to-wall carpeting and attached floor coverings; curtain rods, window coverings and all existing window treatments; attached mirrors; all light fixtures; bathroom, lavatory and kitchen fixtures; storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the Premises or in storage; garage door openers and controls; attached fireplace equipment; security systems and controls; smoke alarms, satellite TV reception system and components; all exterior plants and trees, all landscaping lights and controls; and the following: _____
7. **OBTAINING FINANCING:** This Contract to Purchase is **not contingent** upon the Buyer obtaining financing. There are no Buyer contingencies.
8. **BINDING OBLIGATION:** Buyer is buying the property **As-Is, Where-Is and without Recourse**. If Buyer fails to close for any reason whatsoever, except a nonmarketable title, Buyer voluntarily agrees to forfeit entire Down Payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the Real Estate. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Buyer fails to perform according to the terms of this Contract, the Down Payment shall be forfeited without affecting

_____,
Buyer Initial Seller Initial

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

9. **SELLER'S CERTIFICATION:** Seller certifies to Buyer that, to the best of Seller's knowledge: (a) there are no undisclosed latent defects; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except _____; (c) there are no City, County or State orders that have been served upon Seller requiring work to be done or improvements to be made which have not been performed, except _____. Inspections regarding habitability and use of the Real Estate shall be the responsibility of the Buyer. All Inspections must be completed prior to Auction. BUYER IS RELYING SOLELY UPON HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE BROKER/AUCTIONEERS/REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.
10. **INDEMNITY:** Seller and Buyer recognize that the AUCTIONEERS/BROKERS are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents.
11. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by _____ deed with release of dower right, if any, SUBJECT TO THE MATTERS SHOWN ON THE COMMITMENTS FOR TITLE INSURANCE PROVIDED TO BIDDERS PRIOR TO THE SALE AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and state law. Title shall be free and unencumbered as of Closing Date, except for matters referred to in the preceding sentence and restrictions and easements of record and except the following assessments (certified or otherwise): _____
If title to all or part of the real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted above, Buyer must notify the Seller or Seller's Broker in writing of the objection to the title no less than ten (10) calendar days prior to the Closing Date. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within (30) calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in the termination of this Contract. Seller is not obligated to incur any expense in curing Buyer's objection, in the event that the cure of the objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.
12. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on delivery of possession to Buyer, the Real Estate shall be in the same condition as it is on the date of this Contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing Date, the Real Estate shall not be repaired or restored by and at the Seller's expense, to a condition as good as it was prior to the damage or destruction, then Buyer, at his option, may terminate this Contract by written notice to Seller and the Down Payment Shall be returned to Buyer. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Buyer. In addition, the Buyer also has an insurable interest in the Real Estate from date of this Contract. Buyer is hereby notified that insurance should be placed upon the Real Estate immediately to protect Buyer's interest.
13. **DISCLOSURE:** ☐ Buyer ☐ Seller ☐ Neither Buyer nor Seller - is a licensed Real Estate Broker or Salesperson.
14. **POSSESSION:** Possession shall be given ☐ at closing, ☐ _____ days after closing at _____ ☐ AM ☐ PM subject to Tenant's Rights, with deed. Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities. No work may be done at the Real Estate by the Buyer until possession is given.
15. **AGENCY DISCLOSURE STATEMENT:** Real Estate is being sold through United Country Real Estate and Auction Services,

_____,
Buyer Initial Seller Initial

LLC. Buyer and Seller acknowledge having reviewed and signed the Agency Disclosure Statement.

16. **TAXES:** The real estate taxes for the Real Estate for the current year may change as a result of the transfer of the Real Estate or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority. Seller shall pay or credit at closing: (a) all delinquent taxes, including penalty and interest; (b) all assessments which are a lien on the Real Estate as of the date of the Contract; (c) all agricultural use tax recoupments for years prior to the year of closing; (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365 day year. If taxes are undetermined for the year of closing, the proration shall be based on the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified.

17. **NOTICES TO THE PARTIES:**

- A. Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. The parties are hereby advised, and the parties acknowledge that they should seek professional expert assistance and advice in matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc.
- B. Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.
- It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.
- C. By bidding, the Buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential Property Disclosure Form and their right to rescind the Contract under R.C. 5302.30.
- D. Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall not rely on the Seller.

18. **MISCELLANEOUS:**

- A. This Real Estate is being sold at Public Auction, without recourse. Personal on-site inspection/s of the Real Estate or properties is strongly recommended.
- B. The Real Estate will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues.
- C. Information contained online was obtained by sources deemed reliable. However, neither United County Real Estate and Auction Services, LLC nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Buyer should carefully verify all items and make their own decision as to the accuracy thereof before relying on same.
- D. The Seller and Broker reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
- E. This Contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this Contract shall be made in writing signed by the party giving such notice.
- F. Time is of the essence regarding all provisions of this Contract. Whether or not so stated elsewhere in this Contract, no

Buyer Initial Seller Initial

deadline or time period under this Contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not reduce the effect of this paragraph as to any other provision of this Contract.

19. **OTHER TERMS:** _____

20. **DEED TO:** (Print) _____

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

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

Print

Sign

Date

BUYER: _____
BUYER: _____
FULL ADDRESS: _____
PHONE NUMBERS: _____
WITNESS: _____

22. **ACTION BY SELLER:** For Real Estate selling to the highest bidder regardless of price, the undersigned Seller has read and fully understands the foregoing offer and hereby accepts said offer and agrees to convey the Real Estate according to the above terms and conditions.

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

Print

Sign

Date

SELLER: _____
SELLER: _____
FULL ADDRESS: _____
PHONE NUMBERS: _____
WITNESS: _____

23. **RECEIPT BY United Country Real Estate and Auction Services, LLC:** DATE _____ I hereby acknowledge receipt of \$ _____ ☐ cash ☐ cashier's check ☐ personal check # _____ made payable to _____ as down payment in accordance with terms herein provided.

United Country Real Estate and Auction Services

By: _____



LEAD DISCLOSURE SALES

Property Address: 13859 Perfect Rd Company: Real Estate and Auction Services, LLC
City: Sunbury State: Oh Zip 43074 Company Address: 30 S. High St
MLS#: _____ City: Croton State: Oh Zip 43074

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

Lead Warning Statement

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

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- _____
- (ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- _____
- (ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) _____ Purchaser has received copies of all information listed above.
- (d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
- (i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f) CC 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.

E-Signed

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.

Chip Carpenter 5/31/24
Seller Date

Seller Date

Purchaser Date
E-Signed: 06/05/2024 11:39 AM EDT 06/05/2024

Purchaser Date

 Chip Carpenter
74.143.190.58

Chip Carpenter

Date

Agent

Date

Electronic Signature

DocID: 20240605103856909
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CBR REV 8/06



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 AC Date 5/31/24
Owner's Initials _____ Date _____

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

(Page 1 of 5)



STATE OF OHIO
DEPARTMENT OF COMMERCE

Eff. 06/2022

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:

13859 Perfect Rd Sunbury, Oh 43074

Owners Name(s):

Debra L Trubee Revocable Trust by Debra L. Trubee Trustee

Date: May 31, 20 24

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

If owner is not occupying the property, since what date: 2014

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):

☒ Public Water Service

☐ Holding Tank

☐ Unknown

☐ Private Water Service

☐ Cistern

☐ Other

☐ Private Well

☐ Spring

☐ Shared Well

☐ 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):

☐ Public Sewer

☐ Private Sewer

☒ Septic Tank

☐ Leach Field

☐ Aeration Tank

☐ Filtration Bed

☒ Unknown

☐ 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):

I have not lived on the property in 20 years and am unaware of condition

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 DT Date 5/31/24
Owner's Initials _____ Date _____

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

Property Address 13859 Perfect Rd Sunbury, Oh 43074

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 type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 2)Plumbing (pipes) | <input type="checkbox"/> YES <input checked="" 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 type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A | 9)Security System | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 4)Central Air conditioning | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" 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 type="checkbox"/> NO <input checked="" type="checkbox"/> N/A | 10)Central vacuum | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" 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 type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 7)Lawn sprinkler | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" 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): _____

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 AD Date 5/31/24
Owner's Initials _____ Date _____

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

Property Address 13859 Perfect Rd Sunbury, Oh 43074

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

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

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

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

Is the property located in a designated flood plain? ☐ 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 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 4) Shared Driveway | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 2) Boundary Dispute | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 5) Party Walls | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3) Recent Boundary Change | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 6) Encroachments From or on Adjacent Property | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

If the answer to any of the above questions is "Yes", please describe: Permanent easement for top driveway to and including bridge

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 BJ Date 5/1/24
Owner's Initials _____ Date _____

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

Property Address _____

13859 Perfect Rd Sunbury, Oh 43074

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: Alba L. Ruba - Trustee

DATE: 5/31/24

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: _____



Department of Commerce

Division of Real Estate
& Professional Licensing

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

KNOW ALL MEN BY THESE PRESENTS, that Debra L. Trubee (Single Person), hereinafter called GRANTORS, in consideration of One Dollar (\$1.00) and other good and valuable considerations paid by DELCO WATER COMPANY, INC., hereinafter called 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 GRANTORS in the State of Ohio, County of Delaware, Township of Trenton, and more particularly described as follows, to wit:

<u>Parcel Number</u>	<u>Legal</u>	<u>Acreage</u>
41621001003000	16-4-2 part of farm lot 2	14.550

which property is located in on the North side of Perfect Road, and mailing address of which property is 13859 Perfect Road, Sunbury Ohio 43074, 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 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 water line. The permanent easement hereby granted is limited to twelve (12) feet in width being 6 feet on each side of and parallel with the centerline of the water line 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 Perfect Road or within existing utility easements.

The GRANTEE shall pay any damages which may arise to crops, as well as to repair any damages to fences, drainage or field tile, driveways, or other structures from the laying, maintaining, operating, repairing, replacing, and final removal of said water lines and shall grade, seed, and mulch any ground area disturbed by GRANTEE. Said damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the GRANTORS, one to be appointed by the GRANTEE, and the third appointed by the two appointed as aforesaid, and their word shall be final and conclusive.

The permanent easement provided herein shall be non-exclusive and allow other easements to overlap the easement provided herein for the benefit of the GRANTOR. The permanent easement provided herein shall restrict the placement of other buried utilities to a minimum distance of five (5) feet from the centerline of water lines as finally laid and constructed.

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 Debra L. Trubee who hereby release their respective right and expectancy of dower in said premises, have hereunto set their hands this 24th day of APRIL, 2003.

200300032716
Filed for Record in
DELAWARE COUNTY, OHIO
KAY E. CONKLIN
05-27-2003 At 02:21 PM.
EASEMENT 14.00
OR Book 356 Page 1404 - 1404

GRANTORS:

Debra L. Trubee
Debra L. Trubee

200300032716
DELCO WATER BOX

STATE OF Ohio

COUNTY OF Delaware

On this 24 day of April, 2003, before me, a Notary Public in and for said county, personally came Debra Trubee, the grantors in the foregoing easement, who acknowledge that the signing thereof to be their voluntary act and deed.

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

Jackie A. Pike
Notary Public

Prepared by:
Del-Co Water Co., Inc.
6773 Olentangy River Road
Delaware, Ohio 43015

Delaware County
The Grantor Has Complied With
Section 319.202 Of The R.C.
DATE 5/27/03 Transfer Tax Paid 0
TRANSFERRED OR TRANSFER NOT NECESSARY
Delaware County Auditor By Mayes



Jackie A. Pike
Notary Public-State of Ohio
My Commission Expires
January 6, 2006

DRIVEWAY EASEMENT

Know all men by these presents that JENIFER PRESTON grants to GARY TRUBEE an easement for ingress and egress over and upon her real estate in Trenton Township, Delaware County, Ohio, described in Deed Book 419, page 813, Records Office, Franklin County, Ohio, said easement being 20 feet in width and lying 10 feet on each side of the centerline described in the attached Exhibit A. This easement is granted for the benefit of Grantee and future owners and lawful occupants of the real estate described in the attached Exhibit A and is for vehicular and pedestrian traffic between Perfect Road and the residence located on Exhibit A. This is a nonexclusive easement and Grantor reserves the right on behalf of herself and future owners and lawful occupants of her real estate to also use the easement for ingress and egress to the residence located on her real estate. Grantor and Grantee and future owners of their real estate shall share equally in the cost of the maintenance, repairs, and replacement of the driveway located on the easement. This easement shall terminate at such time as Grantee or his successor in title constructs a driveway of his own on the real estate described in the attached Exhibit A.

In witness whereof I have signed my name this 30th day of December, 1986.

Signed an acknowledged
in the presence of

Terry K. Bumpus
R. LeRoy Bumpus

55334 Jenifer Preston
DELAWARE COUNTY, OHIO
FILED FOR RECORD FEB 2 1987 12:19 O'CLOCK P. M.
RECORDED Feb 6, 1987 Deed RECORD.
VOL. 485 PAGE 750 FEE \$ 12.00
STATE OF OHIO, FRANKLIN COUNTY, SS. County Clerk

The above instrument was acknowledged before me by Jenifer Preston
Preston on December 30th 1986 Trenton 16-4-2-2

NOTARY PUBLIC
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES JULY 22, 1987

R. LeRoy Bumpus
NOTARY PUBLIC

The above instrument prepared by Gregory J. Milligan, Jr., Attorney, Westerville, Ohio.

Delaware County
The Grantor has complied with
Section 319.202 of The R.C.
Date 2-2-87 Transfer Tax Paid None
TRANSFERRED OR TRANSFER NOT NECESSARY
David R. Thomas, Auditor By A. Trasel

Preston, Jenifer
to
Trubee, Gary Easement

Jenifer Preston
1560 Main St
Cincinnati 45201

(Page No. 5)

Sept 15, 1986

EXHIBIT A

14.568 ACRES

Situate in the State of Ohio, the County of Delaware, the Township of Trenton, being part of Lot No. 2 in the Second Quarter of Township No. 4, Range No. 16, U.S.M. Lands, also being part of a 91.068 Acre Tract conveyed to Jennifer Preston, as the same is shown of record in Deed Book No. 419, Page No. 813 in the records of the Recorder's Office, Delaware County, Ohio and being more particularly described as follows.

Beginning at a Railroad Spike in the centerline of Township Road No. 255 (Perfect Road) and in the Southerly line of Lot No. 2, said point being, WEST, a distance of 1990.35 feet from the Southeast corner of Lot No. 2; thence from said point of beginning, West and along the centerline of Township Road No. 255 and along the Southerly line of Lot No. 2, a distance of 526.27 feet to a Railroad Spike; thence North $00^{\circ} 49' 46''$ West and passing an Iron Pin on line at 20.00 feet, a distance of 69.01 feet to an Iron Pin; thence North $24^{\circ} 41' 57''$ East, a distance of 219.47 feet to an Iron Pin; thence North $11^{\circ} 05' 34''$ West, a distance of 136.87 feet to an Iron Pin; thence North $00^{\circ} 49' 58''$ West, a distance of 898.91 feet to a point, said point being South $00^{\circ} 49' 58''$ East, a distance of 1.31 feet from an Iron Pin; thence North $89^{\circ} 11' 52''$ East and along the Northerly line of the above mentioned 91.068 Acre Tract and along the Southerly line of a certain 44.75 Acre Tract conveyed to Phillips Flattery, as shown of record in Deed Book No. 323, Page No. 598 and passing an Iron Pin

LIBR 0485 PAGE 752

on line at 136.21 feet, a distance of 503.28 feet to a point, said point being South $01^{\circ} 14' 15''$ West, a distance of 0.81 feet from an Iron Pin; thence South $01^{\circ} 14' 15''$ West and passing Iron Pins on line at 909.35 feet and at 1288.87 feet, a distance of 1308.87 feet to the place of beginning and containing 14.548 Acres, subject to all easements and/or restrictions shown of record, also subject to all legal right-of-way. Also together with an Easement for ingress and egress and lying 10 foot each side of the following described centerline.

Beginning at a point in the centerline of Township Road No. 255 (Perfect Road) and in the Southerly line of Lot No. 2, said point being West, a distance of 28.30 feet from the Southwesterly corner of the above described 14.548 Acre Tract; thence from said point of beginning, North $11^{\circ} 38' 52''$ East, a distance of 121.99 feet to a point; thence North $27^{\circ} 44' 11''$ East, a distance of 88.19 feet to a point; thence North $31^{\circ} 03' 32''$ East, a distance of 50.80 feet to a point; thence North $59^{\circ} 52' 29''$ East, a distance of 22.95 feet to a point in the Westerly line of said 14.548 Acre Tract and the terminus, said point being North $00^{\circ} 49' 46''$ West, a distance of 69.0 feet and North $24^{\circ} 41' 57''$ East, a distance of 202.06 feet from the Southwesterly corner of said 14.548 Acre Tract.

Yours truly:



Richard C. Jensen

Registered Surveyor No. 5631

EASEMENT FOR WELL

Know all men by these presents that JENIFER PRESTON grants to GARY TRUBBEE an easement to use the well at the house located at 13829 Perfect Road, Trenton Township, Delaware County, Ohio, said well being located on Grantor's real estate described in Deed Book 419, page 813, Records Office, Delaware County, Ohio. Such easement is granted for the benefit of Grantee and future owners and lawful occupants of the real estate described in the attached Exhibit A. This easement includes the right to maintain the water line from Grantee's property line to the well and the right to draw water from the well for ordinary household purposes. This is a nonexclusive easement and Grantor reserves the right on behalf of herself and future owners and lawful occupants of her real estate to also use the well. Grantor and Grantee and future owners of their real estate shall share equally the cost of operation, maintenance, repair and replacement of the well and pump. In the event the well ceases to provide adequate water for both properties, Grantor on behalf of herself and future owners of her real estate reserves the right upon 60 days written notice to terminate this easement.

In witness whereof, I have signed my name this 30th day of December, 1986.

Signed and acknowledged in the presence of

Jerry K. Bumpus
R. Leroy Bumpus
State of Ohio, Franklin County,

55335	DELAWARE COUNTY, OHIO
FILED FOR RECORD	FEB 2 1987 12:21 O'CLOCK P.M.
RECORDED	Feb 6, 1987 Deed RECORD.
VOL. 485	PAGE 753 FEE \$ 12.00
SS.	<u>Dorothy Lorent</u>
COUNTY RECORDER SC	

The above instrument was acknowledged before me by Jenifer Preston on December 30th 1986 at Trenton 16-4-2-2

R. LEROY BUMPUS
NOTARY PUBLIC, KNOX COUNTY, OHIO
MY COMMISSION EXPIRES JULY 27, 1987

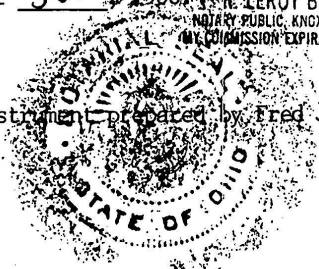
R. Leroy Bumpus
Notary Public

This instrument prepared by Fred J. Milligan, Jr., Attorney at Law, 0485 PAGE 753

Delaware County
The Grantor has complied with
Section 319.202 of The R.C.
Date 2-2-87 Transfer Tax Paid None
TRANSPARENCY MANAGER NOT NECESSARY
David R. Thomas, Auditor By R. Threl

MAIL
Jenifer Preston
1560 Main St
Cincinnati 45211

Preston, Jenifer
To
Trubee, Gary
Easement



Sept 15, 1986

EXHIBIT A

LIBER 0485 PAGE 754

14.548 ACRES

Situate in the State of Ohio, the County of Delaware, the Township of Trenton, being part of Lot No. 2 in the Second Quarter of Township No. 4, Range No. 16, U.S.M. Lands, also being part of a 91.068 Acre Tract conveyed to Jennifer Preston, as the same is shown of record in Deed Book No. 419, Page No. 813 in the records of the Recorder's Office, Delaware County, Ohio and being more particularly described as follows.

Beginning at a Railroad Spike in the centerline of Township Road No. 255 (Perfect Road) and in the Southerly line of Lot No. 2, said point being, WEST, a distance of 1990.35 feet from the Southeast corner of Lot No. 2; thence from said point of beginning, West and along the centerline of Township Road No. 255 and along the Southerly line of Lot No. 2, a distance of 526.27 feet to a Railroad Spike; thence North $00^{\circ} 49' 46''$ West and passing an Iron Pin on line at 20.00 feet, a distance of 69.01 feet to an Iron Pin; thence North $24^{\circ} 41' 57''$ East, a distance of 219.47 feet to an Iron Pin; thence North $11^{\circ} 05' 34''$ West, a distance of 136.87 feet to an Iron Pin; thence North $00^{\circ} 49' 58''$ West, a distance of 898.91 feet to a point, said point being South $00^{\circ} 49' 58''$ East, a distance of 1.31 feet from an Iron Pin; thence North $89^{\circ} 11' 52''$ East and along the Northerly line of the above mentioned 91.068 Acre Tract and along the Southerly line of a certain 44.75 Acre Tract conveyed to Phillips Flattery, as shown of record in Deed Book No. 323, Page No. 598 and passing an Iron Pin

(Page No. 6)

on line at 136.21 feet, a distance of 503.28 feet to a point, said point being South $01^{\circ} 14' 15''$ West, a distance of 0.81 feet from an Iron Pin; thence South $01^{\circ} 14' 15''$ West and passing Iron Pins on line at 909.65 feet and at 1288.87 feet, a distance of 1308.87 feet to the place of beginning and containing 14.548 Acres, subject to all easements and/or restrictions shown of record, also subject to all legal right-of-way. Also together with an Easement for ingress and egress and lying 10 feet each side of the following described centerline.

Beginning at a point in the centerline of Township Road No. 255 (Perfect Road) and in the Southerly line of Lot No. 2, said point being West, a distance of 28.30 feet from the Southwesterly corner of the above described 14.548 Acre Tract; thence from said point of beginning, North $11^{\circ} 38' 52''$ East, a distance of 121.99 feet to a point; thence North $27^{\circ} 44' 11''$ East, a distance of 58.19 feet to a point; thence North $31^{\circ} 03' 32''$ East, a distance of 30.80 feet to a point; thence North $50^{\circ} 52' 29''$ East, a distance of 22.95 feet to a point in the Westerly line of said 14.548 Acre Tract and the terminus, said point being North $00^{\circ} 49' 46''$ West, a distance of 69.0 feet and North $24^{\circ} 41' 57''$ East, a distance of 202.06 feet from the Southwesterly corner of said 14.548 Acre Tract.

Yours truly:

Richard C. Jensen
Richard C. Jensen

Registered Surveyor No. 5631

LIBA 0485 PAGE 755

EASEMENT

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

aka DR. JENIFER PRESTON

JENIFER PRESTON (UNMARRIED)

do hereby grant unto COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY, its successors, assigns, lessees and licensees (hereinafter called the Company), so long as the same may be used for the purposes herein contemplated, the right and easement to construct, reconstruct, enlarge, repair, replace, remove, operate and maintain facilities, whether pole or underground, for the transmission and distribution of electric energy, together with all such facilities, including poles, wires, guys, guy stubs, conduits, manholes, fixtures and appurtenances, as it may require or deem proper therefor, and for the attachment and carrying of the wires and cables of other companies using energy in the conduct of their business, upon, across, in, over and/or under the property and/or the highway, crossing the property situated in R. 16, T. 4, Sec. 2, Fr. Survey, in the Township of Trenton, County of Delaware and State of Ohio, and known as 90 + acres, more or less, as the same is more particularly described in the deed dated 30 June, 1978 from Charles L. Preston et ux to Jenifer Preston and recorded in Deed Book 419, Page 813, Record of Deeds in Recorder's office, Delaware County, Ohio.

For the purpose of placing electric lines, both primary and secondary voltages as may be necessary to serve buildings and structures on the subject acreage. Said lines shall be considered to be in five (5) foot strips of land, the centerlines of which shall be the cable, conduit or conductor as installed beneath the surface of the ground. Drawings of all underground facilities so installed shall be on file in the Distribution Engineering Section of the Columbus and Southern Ohio Electric Company, Columbus, Ohio.

Also, a ten (10) feet wide strip of land, said strip being situated north from and adjacent to the entire south property line.

Delaware County
The Grantor has complied with
Section 319.232 of The R.C.

Date 1-29-81 Transfer Tax Paid None
TRANSFERRED OR TRANSFER NOT NECESSARY
David R. Thomas, Auditor By *Edw. L. Pease*

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

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

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

The Company hereby agrees to pay for damages to the stock, crops, fences, or structures of the Grantor(s), done by the Company or its employees while engaged in the construction or maintenance of said transmission line.

The Company shall have the right of ingress to and egress from the site occupied or to be occupied by said line and appurtenances, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. It is specially provided, however, that the facilities of said lines shall be so located as not to interfere with the undersigned's ingress to and egress from said property, and the Grantor(s) shall have the right to use said right-of-way and easement for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted.

WITNESS her hand this 21 day of January, 19 81.

Signed and acknowledged in the presence of:

Edw. L. Pease
Edw. L. Pease
Edwin L. Chambers
Edwin L. Chambers

X *Jenifer Preston*
JENIFER PRESTON

STATE OF Ohio, Delaware COUNTY, SS:

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

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

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 21st day of January, 19 81.

EDW. L. PEASE
NOTARY PUBLIC, FRANKLIN
STATE of Ohio
MY COMMISSION EXPIRES 7-24-85

Edw. L. Pease Notary Public
Delaware County, Ohio

Commission expires day of 19

VOL 441 PAGE 445

81-6835-602 FIP

0-246-67176

This instrument was prepared by COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY

14,033 PERFECT ROAD

W 00285

STATE OF

COUNTY, SS:

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

VOL 441 PAGE 446

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

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

Notary Public

in and for _____ County, _____

Commission expires _____ day of _____, 19____

STATE OF

COUNTY, SS:

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

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

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

Notary Public

in and for _____ County, _____

Commission expires _____ day of _____, 19____

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

-2992

Serial No. _____	Recorder's File No. _____	Phanton Jennifer
		MA
		② Columbus and Southern
		Ohio Electric Company
		Atty Gen. Wright
		215 Ohio 43515
		Right of Way and Easement
Name _____	Address _____	
Line _____	Township _____	
County _____	Date _____	
TRANSFER NOT NECESSARY		
County Auditor _____	_____	19____
JAN 29 1981	Rec'd for Record	2 36 PM
Recorded _____	Feb. 5,	19____
Deed Records _____	441	Page 445
In Volume _____	Notary Conant	Recorder
of _____	Delaware	County, Ohio
Fee \$5.00	16-4-2	

STATE OF

COUNTY, SS.

Personally came before me, this _____ day of _____, 19____, the above named

_____ and _____ to me known to be the _____ and _____, respectively of the above named corporation, and by me duly sworn, did severally depose and say that they executed the foregoing instrument for and on behalf of said corporation as such officers, being duly authorized to do so, and further did severally depose and say that they are such officers of said corporation and that the seal affixed to said instrument is the seal of said corporation.

Notary Public in and for

County, _____

Commission expires _____ day of _____, 19____

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



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
WESTCOR LAND 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, Westcor Land Title Insurance Company, a(n) South Carolina 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.

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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land 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.

- 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;
 - 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.
- 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.

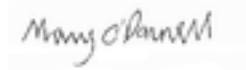
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- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company 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.
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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WESTCOR LAND TITLE INSURANCE COMPANY
875 Concourse Parkway South Suite 200, Maitland,
FL 32751




By: _____
President


By: _____
Secretary

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

Issuing Agent: TransCounty Title Agency, LLC (Residential Division)
 Issuing Office: 850 N. Hamilton Road 2nd Floor
 Gahanna, OH 43230
 Issuing Office's ALTA® Registry ID: 1028657
 Loan ID Number:
 Commitment Number: Residential-2024-2862
 Issuing Office File Number: Residential-2024-2862
 Property Address: 13859 Perfect Road, Sunbury, OH 43074
 Revision Number:

SCHEDULE A

1. Commitment Date: May 22, 2024 7:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy

Proposed Insured: **A natural person or acceptable legal entity to be determined**
 Proposed Amount of Insurance: **\$100,000.00**
 The estate or interest to be insured: **fee simple**
 - (b) 2021 ALTA Loan Policy

Proposed Insured: **A natural person or acceptable legal entity to be determined**
 Proposed Amount of Insurance: **\$100,000.00**
 The estate or interest to be insured: **fee simple**
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:
Debra L. Trubee, Trustee of the Debra L. Trubee Revocable Trust dated November 7, 2001, fka Debra L. O'Brien by deed from Debra L. Trubee, divorced and not remarried dated 06/12/2003 and recorded with Delaware County Recording Office on 06/12/2003 in OR Book 366, Page 649.
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

**TRANSCOUNTY TITLE AGENCY, LLC
(RESIDENTIAL DIVISION)**

850 N. Hamilton Road 2nd Floor, Gahanna, OH
 43230
 Telephone: (614) 799-2464

Countersigned by:

Tica A. Kotarba

Tica A. Kotarba, License #761704
 TransCounty Title Agency, LLC (Residential
 Division), License #35988

WESTCOR LAND TITLE INSURANCE COMPANY

875 Concourse Parkway South Suite 200, Maitland,
 FL 32751



By: *Mary O'Brien*
 President

By: *[Signature]*
 Secretary

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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. NOTE: No Bankruptcy search performed on seller or buyer/borrower in this transaction
5. Any land that will be transferred we will need legal to be pre-approved by county engineer's office prior to closing.
6. Survey satisfactory to the Company be provided, if survey exceptions are to be deleted.
7. Transcounty Title Agency, LLC hereby reserves the right to revise and/or amend all requirements and/or exceptions contained herein.
8. 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 a violation of this law is excluded from coverage under the terms of a title insurance policy.
9. 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:

The Company requires Excerpts of the operative provisions of the Trust Agreement together with an affidavit, in recordable form, signed by trustee(s) or attorney for the trust, stating that the trust is in full force and effect, that the trustee(s) are authorized to sell and/or mortgage the property as per the trust agreement, and that the excerpts are a true copy of the trust. Note: The Affidavit and excerpts may be recorded upon the discretion of the Company.

Duly authorized and executed Trustee's Deed from of Debra L. Trubee, Trustee of the Debra L. Trubee Revocable Trust dated November 7, 2001, fka Debra L. O'Brien, to a natural person or acceptable legal entity to be determined, to be executed and recorded at closing.

Duly authorized and executed Mortgage from a natural person or acceptable legal entity to be determined, to a natural person or acceptable legal entity to be determined, securing its loan in the amount of \$100,000.00.

10. **Independent verification with the lender or servicer of the validity of the satisfaction of mortgage/reconveyance of deed of trust, from The Delaware County Bank and Trust Company, filed for record on 01/08/2007, recorded in OR Book 760, page 1821, using contact information gathered from the Company's own independent source.**
11. **Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.**

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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, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
2. Rights or claims of parties other than Insured in actual possession of any or all the property.
3. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. 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.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. Any facts, rights, interests, or claims which are not shown by 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.
8. 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.
9. The following exception will appear in any loan policy to 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.
10. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
11. Delinquent Sewer rental charges, water bills and/or weed/waste removal may become a lien on the real estate. No liability is assumed by this company for ascertaining the status of utility charges and the insured is cautioned to obtain the current status of these payments.
12. Claims or liens for dues, membership fee, any types of assessments or other charges of whatever nature, charged or levied by any condominium or residents, organization, or association against the premises or common areas, if applicable.

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13. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
14. We delete any covenants, conditions or restrictions referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).
15. Any inaccuracy in the area, square footage, or acreage of the Land, or attached plat, if any. The Company does not insure the area, square footage, or acreage of the Land.
16. Title to that portion of the insured premises within the bounds of any legal highways.
17. Taxes for the year: 2023
Parcel Number: 416-210-01-003-000
Taxes for the First half in the amount of \$2,579.99 are a lien, past due and only partially paid.
Taxes for the Second half in the amount of \$2,579.99 are a lien, now due and payable by 07/10/2024. Total due for the 2023 tax year: \$2,801.77 plus possible additional penalties and interest.

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable. PLEASE CONTACT THE COUNTY TREASURER'S OFFICE. Subject to additions or abatements which may hereafter be made by legally constituted authorities on account of errors, omissions, or changes in the valuation.
18. Easement and Right of Way filed for record in OR Book 356, page 1404, Recorder's Office, Delaware County, OH. Note: We have made no examination of the above instrument.
19. Ingress/Egress Easement and Right of Way filed for record in Deed Book 485, page 747, Recorder's Office, Delaware County, OH. Note: We have made no examination of the above instrument.
20. Driveway Easement and Right of Way filed for record in Deed Book 485, page 750, Recorder's Office, Delaware County, OH. Note: We have made no examination of the above instrument.
21. Well Easement and Right of Way filed for record in Deed Book 485, page 783, Recorder's Office, Delaware County, OH. Note: We have made no examination of the above instrument.
22. Easement and Right of Way filed for record in Deed Book 441, page 445, Recorder's Office, Delaware County, OH. Note: We have made no examination of the above instrument.
23. 20' Easement and Right of Way as shown on existing survey, Recorder's Office, Delaware County, OH. Note: We have made no examination of the above instrument.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Delaware, State of Ohio and is described as follows:

Situated in the Township of Trenton, County of Delaware and State of Ohio:

And known as being part of Lot No. 2 in the Second Quarter of Township No. 4, Range No. 16, U.S.M. Lands, also being part of a 91.068 Acre Tract conveyed to Jennifer Preston, as the same is shown of record in Deed Book No. 419, Page 813 in records of the Recorder's Office, Delaware County, Ohio and being more particularly described as follows:

Beginning at a railroad spike in the center line of Township Road No. 255 (Perfect Road) and in the Southerly line of Lot No. 2, said point being West a distance of 1990.85 feet from the southeast corner of Lot No. 2;

thence from said point of beginning, west and along the centerline of Township Road No. 225 and along the southerly line of Lot No. 2, a distance of 526.27 feet to a railroad spike;

thence North 00 deg. 49' 46" West and passing an iron pin on line at 20.00 feet, a distance of 69.01 feet to an iron pin;

thence North 24 deg. 41' 57" East, a distance of 219.47 feet to an iron pin;

thence North 11 deg. 05' 34" West, a distance of 136.87 feet to an iron pin;

thence North 00 deg. 49' 58" West, a distance of 898.91 feet to a point, said point being South 00 deg. 49' 58" East, a distance of 1.31 feet from an iron pin;

thence North 89 deg. 11' 52" East and along the northerly line of the above mentioned 91.068 acre tract and along the southerly line of a certain 44.75 acre tract conveyed to Phillips Flattery, as shown of record in Deed Book No. 323, Page No. 598 and passing an iron pin on line at 136.21 feet, a distance of 503.28 feet to a point, said point being South 01 deg. 14' 15" West, a distance of 0.81 feet from an iron pin;

thence South 01 deg. 14' 15" West and passing iron pins on line at 909.65 feet and at 1288.87 feet, a distance of 1308.87 feet to the place of beginning and containing 14.548 acres, subject to all easements and/or restrictions shown of record, also subject to all legal right of way.

Also together with an easement for ingress and egress and lying 10 foot each side of the following described centerline:

Beginning at a point in the centerline of Township Road No. 255 (Perfect Road) and in the southerly line of Lot No. 2, said point being West, a distance of 28.30 feet from the southwesterly corner of the above described 14.548 acre tract;

thence from said point of beginning, North 11 deg. 38' 52" East, a distance of 121.99 feet to a point;

thence North 27 deg. 44' 11" East, a distance of 88.19 feet to a point;

thence North 31 deg. 03' 32" East, a distance of 50.80 feet to point;

thence North 59 deg. 52' 29" East, a distance of 22.95 feet to a point in the westerly line of said 14.548 acre tract and the terminus, said point being North 00 deg. 49' 46" West, a distance of 69.01 feet and North 24 deg. 41' 57" East, a distance of 202.06 feet from the southwesterly corner of said 15.548 acre tract.

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Surveyed by Richard C. Jenson, Registered Surveyor No. 5631.

Commonly known as: 13859 Perfect Rd., Sunbury, OH 43074
PPN: 416-210-01-003-000

The property address and/or tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

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CHAIN OF TITLE

The only conveyances affecting said land, which recorded within twenty-four (24) months of the date of this report, are as follows:

Property: 13859 Perfect Road, Sunbury, OH 43074

Jenifer Preston, single to Gary L. Trubee and Debra L. O'Brien by deed dated 12/30/1986 and recorded on 02/06/1987 in Deed Book 485 at Page 747 in the Official Records of the Delaware County Recording Office.

Gary L. Trubee, divorced and unremarried to Debra L. Trubee by deed dated 02/26/2001 and recorded on 03/22/2001 in OR Book 80 at Page 2571 in the Official Records of the Delaware County Recording Office.

Debra L. Trubee, divorced and not remarried to Debra L. Trubee, Trustee of the Debra L. Trubee Revocable Trust dated November 7, 2001, fka Debra L. O'Brien by deed dated 06/12/2003 and recorded on 06/12/2003 in OR Book 366 at Page 649 in the Official Records of the Delaware County Recording Office.

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