



## 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: \_\_\_\_\_

Buyer(s): \_\_\_\_\_

Seller(s): \_\_\_\_\_ David Church and James Church Co-Trustees of the Richard A. Church Jr. Trust

### 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) \_\_\_\_\_ Chip Carpenter and real estate brokerage \_\_\_\_\_ Real Estate and Auction Services 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, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100



**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), and the undersigned owner (Seller) agrees to sell to the undersigned buyer (Buyer) through **United Country Real Estate and Auction Services, LLC** (Broker), the following described real estate in, \_\_\_\_\_ County, Ohio, and known as: \_\_\_\_\_ (Real Estate) on the terms contacted in this Agreement (Contract).
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 an unmarketable title as provided in paragraph 11 of this Contract and except as provided in paragraph 12 of this Contract) down payment (Down Payment) of \$ \_\_\_\_\_ must be deposited at the time of the Auction and will be applied toward the Purchase Price. Upon acceptance of this offer, the Down Payment shall be deposited by the Broker 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 the 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 the date of closing, on or before \_\_\_\_\_ (Closing Date). The Closing Date shall be extended to 30 days if the Auctioneer, in the Auctioneer's discretion, deems it necessary. This transaction shall be closed at Delaware Title Agency, Inc., 236 West Central Avenue, Delaware, Ohio 43015. If Buyer does not close on or before the scheduled Closing Date set in this paragraph, Seller may, at Seller's option, extend the Closing Date in consideration of Buyer paying a per diem extension fee in the sum of \$ \_\_\_\_\_ per day after the original Closing Date.
4. **CLOSING COSTS:** The ☐ Buyer ☐ Seller shall be responsible for all transfer taxes, recording fees, title search, commitment fee for the owner's policy, the standard owner's title insurance premium, one half of the three hundred dollar (\$300.00) closing fee and the cost of deed preparation. Seller is also responsible for Seller's share of prorated real estate taxes under paragraph 16 of this Contract and for satisfying any mortgages or other liens.  
If a survey is required for transfer, Seller will pay the survey cost. **Buyer is responsible for all other closing costs.**
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: \_\_\_\_\_ (None if blank).
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 an unmarketable title, Buyer voluntarily agrees to forfeit the 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

\_\_\_\_\_  
Buyer Initial      Seller Initial

perform according to the terms of this Contract, the Down Payment shall be forfeited without affecting any of Seller's further remedies. Either party may demand specific performance of this Contract.

9. **SELLERS' CERTIFICATION:** Sellers certifies to Buyer that Sellers have the legal authority to sell the Real Estate, but because Sellers are Trustees of a Trust selling the Real Estate to conclude the administration of the trust estate, Sellers do not possess historical information or knowledge about the Real Estate and do not make any representations or warranties related to the condition of the Real Estate and, to the Sellers' actual knowledge, (a) there are no pending orders, ordinances or resolutions that authorize work or improvements for which the Real Estate may be assessed; and (b) 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. Inspections regarding the habitability and usability of the Real Estate for Buyer's intended purposes shall be the responsibility of Buyer. All Buyer inspections must be completed prior to the Auction. **BUYER IS RELYING SOLELY UPON BUYER'S EXAMINATIONS AND INSPECTIONS OF THE REAL ESTATE FOR THE PURPOSE OF EVALUATING AND DETERMINING ITS PHYSICAL CONDITION AND CHARACTER AND NOT UPON ANY REPRESENTATION BY SELLERS OR THE BROKER/AUCTIONEERS/REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE. BUYER ACKNOWLEDGES THAT NEITHER SELLERS NOR THE BROKER/AUCTIONEERS/REAL ESTATE AGENTS HAVE MADE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OR CHARACTER OF THE REAL ESTATE.**
10. **INDEMNITY:** Seller and Buyer recognize that the AUCTIONEERS/BROKERS are relying on information provided by Seller or Seller's 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 Seller's agents.
11. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by fiduciary deed SUBJECT TO THE MATTERS, INCLUDING EXCEPTIONS, STANDARD OR SPECIFIC, SHOWN ON THE APPLICABLE COMMITMENT 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 by monetary liens as of Closing Date, except for matters referred to in the preceding sentence and restrictions, conditions and easements of record, public roads and real estate taxes and assessments prorated to the date of closing.  
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. If 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 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 other casualty, or Act of God, prior to delivery of the 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 the Closing Date, the Real Estate shall not be repaired or restored, by and at the Seller's expense, to a condition substantially as good as it was prior to the damage or destruction, then Buyer, at Buyer's 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 modify any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Buyer. In addition, Buyer may have an insurable interest in the Real Estate from the date of this Contract and, to the extent that Buyer has an insurable interest in the Real Estate, Buyer is hereby notified that Buyer should obtain any insurance coverage desired by Buyer on 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. 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. **REAL ESTATE TAXES AND ASSESSMENTS:** 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 (continuing assessments, if any) shall be prorated; (c) except as provided in the terms and conditions addendum to this Contract, all agricultural use tax recoupments for years prior to the year of closing. 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 reflecting as applicable any Current Agricultural Reduction Valuation. If this transaction involved a new lot split, the proration, depending on how the County Auditor handles new splits, may be a reserve proration with the taxes placed in escrow. The proration at Closing shall be final.

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 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. 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. If there is more than one (1) Buyers, the obligations of the buyers are joint and several.
- F. 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 a writing signed by the Buyer and Seller. All notices given in connection with this Contract shall be made in a writing signed by the party giving such notice.
- G. Time is of the essence regarding all provisions of this Contract. Whether or not so stated elsewhere in this Contract, no deadline or time period under this Contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not



reduce the effect of this paragraph as to any other provision of this Contract.

19. **OTHER TERMS:** The separate TERMS AND CONDITIONS addendum ("Terms and Conditions Addendum") is made a part of this Contract and, to the extent that the provisions of this Contract and the provisions of the Terms and Conditions Addendum conflict, the provisions of the Terms and Conditions Addendum shall control. Additional other terms are as follows:

\_\_\_\_\_  
\_\_\_\_\_

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, hereby accepts Buyer's 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 understands the foregoing and hereby accepts said offer and agrees to convey the Real Estate according to the above terms and conditions, ☐ rejects said offer, or ☐ counteroffers according to the modifications initialed by Seller or as attached hereto. Counteroffer shall become null and void if not accepted in writing on or before \_\_\_\_\_ ☐ AM ☐ 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 a down payment in accordance with the terms herein provided.

**United Country Real Estate and Auction Services**

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

\_\_\_\_\_  
/\_\_\_\_\_  
Buyer Initial      Seller Initial

## CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected United Country Real Estate and Auction Services to help you with your real estate needs. Whether you are selling, buying or leasing real estate, we can provide you with expertise and assistance. It is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services that United Country Real Estate and Auction Services can offer and our options for working with you.

### Permissible Agency Relationships in Ohio:

#### Representing Sellers

Most sellers of real estate choose to list their property for sale or lease with a real estate brokerage. When sellers do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, United Country and Real Estate Services and the listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and account for any money they handle in the transaction.

#### Representing Buyers

When purchasing or leasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as a buyer's agency. United Country Real Estate and Auction Services, and the buyer's agent that represents a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

#### Dual Agency

Occasionally the same agent who represents the seller also represents the buyer. This is referred to as dual agency. When United Country Real Estate and Auction Services and its agents become "dual agents," they must maintain a neutral position in the transaction. United Country Real Estate and Auction Services and the agent may not advocate the position of one client over the best interests of the other client, or disclose any confidential information to the other party without written consent.

In the event that you refuse to consent to the dual agency or seek to terminate the agency relationship as a result of the proposed dual agency management may determine which agency relationship to terminate. You may request that a separate agent United Country Real Estate and Auction Services be appointed to represent your interests or you may terminate your agency relationship and seek representation from another brokerage, however, you may be obligated to pay a commission to us.

#### Different Agents Representing the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from United Country Real Estate and Auction Services this case the agents may each represent the best interest of their respective clients but, United Country Real Estate and Auction Services and its management level licensees will be considered dual agents. As a dual agent, and its management level licensees will maintain a neutral position and cannot advocate for the position of one client over another. We will also protect confidential information of both parties.

#### Sub-agency

United Country Real Estate and Auction Services does not act as a subagent nor allow other brokerages to act as a subagent for a seller. Sub-agency refers to when a brokerage, in this case United Country Real Estate and Auction Services, hires a separate and unaffiliated brokerage to work on the Client's behalf, as a "sub-agent" of United Country Real Estate and Auction Services. United Country Real Estate and Auction Services does not accept and will not offer Sub-agency





### Cooperating With Other Brokerages

United Country Real Estate and Auction Services will cooperate with other brokerages on an equal and consistent basis. This means United Country Real Estate and Auction Services will make its listings available to other brokerages to show, provide information that is not confidential, and present all offers written by other brokerages in a timely and objective manner. A buyer's broker may be compensated by a seller through an United Country Real Estate and Auction Services offer of compensation, unless specifically requested otherwise by the seller, even though the buyer's broker represents the buyer's interests. Alternatively, a buyer's broker may be compensated directly by the buyer pursuant to an agreement between buyer and buyer's broker. We do reserve the right, in circumstances, to vary compensation offered through marketing services. United Country Real Estate and Auction Services will not offer compensation to nor cooperate with sub-agents.

### Fair Housing Statement – Residential Transactions & Vacant Land

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, 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.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Ohio law requires that United Country Real Estate and Auction Services provide you this Consumer Guide and ask you to sign below, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.

### CONSUMER GUIDE TO AGENCY RELATIONSHIPS ACKNOWLEDGEMENT

\_\_\_\_\_  
Date

I have received from \_\_\_\_\_ of United Country Real Estate and Auction Services  
Agent(s)

1

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

1





DAVID R. MILLS, PS  
SURVEYOR #7157

AMY BERNICKEN, PS  
SURVEYOR #8571

**TRACY & MILLS, SURVEYORS**  
10 East Vine Street - P.O. Box 642  
Mount Vernon, Ohio 43050  
Tel.: 740-397-8324 Fax: 740-397-5910  
tracyandmills@aol.com

FLOYD W. BARNES, PS  
1921-2018

THOMAS M. TRACY, PS  
1941-2002

SURVEY FOR:

Richard A. Church, Jr. Trust  
O.R. 1092, Pg. 92

LOCATION:

Situate in the Southwest Quarter of Section 4, and the  
Northwest Quarter of Section 7, Quarter Township 2,  
Township 6 North, Range 17 West, Peru Township,  
U.S.M.L., Morrow County, Ohio

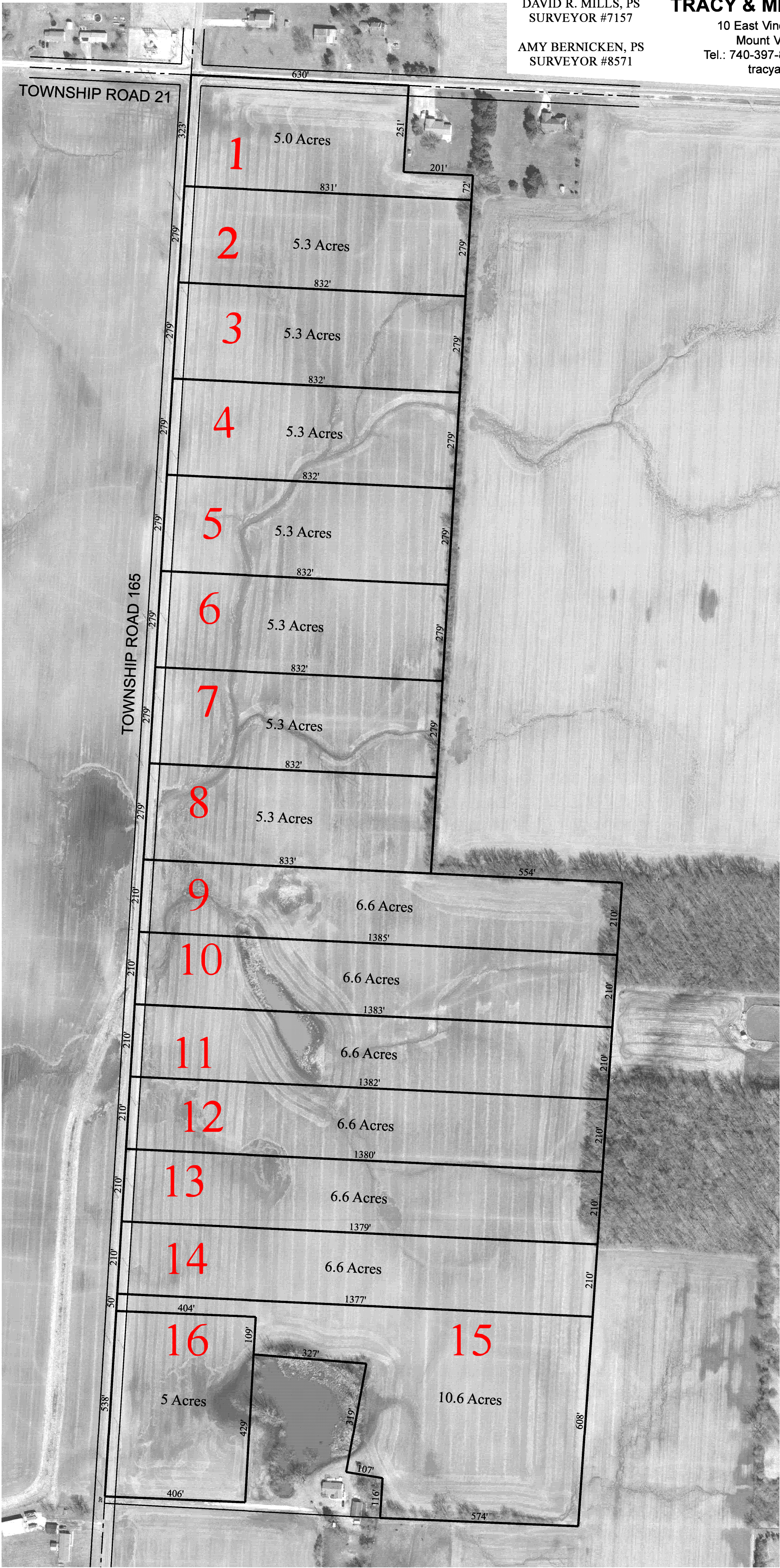


PARCEL # M33-001-00-171-00  
M33-001-00-172-00

Date: August 26, 2024  
Scale: 1" = 200'

NOTES:

1. All acreages are approximate and subject to final survey.
2. Aerial imagery is shown for planning purposes only. No guarantees are made to the accuracy of the imagery shown or its relationship to property lines.





United Country Real Estate and Auction Services, LLC

Chip Carpenter Broker/Auctioneer

740-965-1208 OR 614-206-1135

Owners: David Church and James Church Co-Trustees of the Richard A. Church Jr. Trust

David Shade, Attorney for Trust

### **TERMS AND CONDITIONS**

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

1. Buyer shall pay ten percent (10%) of the purchase price as a NONREFUNDABLE down payment per tract purchased or for the whole 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. The balance of the purchase price is due in cash in conformity with Ohio's good funds law at closing, which shall occur on or before January 7, 2025. Real estate taxes shall be prorated to the day of closing based on the most recent available tax rate and valuation. All tax pro ration shall be final at the time of closing. Seller will not pay CAUV recoupment on any tract or combination of Tracts over 10 acres. Survey: The survey will be at the Seller's expense, and any issues regarding the survey will be at the Seller's discretion; for combination purchases of contiguous tracts, Buyer will receive a single perimeter survey only. Seller will pay for the conveyance fee, the premium and commitment fee for a standard ALTA owner's policy of title insurance issued by Delaware Title Agency, Inc., Seller's portion of title agency closing fee not to exceed \$300.00 dollars, and fiduciary deed preparation only. Closing to be at Delaware Title Agency Delaware, Ohio. Contact Matthew Kear at 740-363-2063. Seller will pay no other closing costs. The ALTA owner's policy of title insurance shall contain all standard exceptions, as listed in the title commitment.
2. All real property and improvements are selling in their present "AS IS" condition with no warranties expressed or implied by Seller or Seller's agent. No representations have been made by Seller or Seller's agent with regard to the fitness of the real property or improvements for a particular use or for any particular Buyer's development plans. It is Buyer's responsibility to have any inspection Buyer desires completed prior to the auction. It is the Buyer's responsibility to pay for and obtain any and all due diligence inspections and inquiries as to the feasibility of Buyer's intended development plans prior to bidding. United Country Real Estate and Auction Services, LLC, and all agents associated, represent only the Seller in this transaction. Successful 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 on 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 the auction with an agency disclosure, show them the property, and attend the auction. The co-op commission is 2%. No exceptions. If registered less, then 48 hours co-op commission is 1%.
4. The properties located on Township Road 123, Maloney Road, and County Road 155 will not be offered in multi-parcel auction format.
5. The Township Road 165 property will be offered in 16 tracts as a multi-parcel auction. Seller has specifically reserved the right to have the auctioneer determine the minimum bid advancement that will be accepted from all bidders, including the amount necessary to "break" winning bids during the multi-parcel portion of the auction. This is a multi-parcel auction with open bidding on any tract, combination of tracts, or the whole up until the seller or

auctioneer determines the bidding to be closed. The auctioneer will handle any disputes at the time of the auction and all decisions will be final. The auctioneer, the Seller and/or the attorney for the Seller reserve the right to demand satisfactory written evidence of the authority of an agent to enter a bid or to execute a purchase contract on behalf of another party. This auction may be subject to online, phone, proxy and simulcast bidding.

6. 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.
7. Please view the posted title commitment for each property for any questions on easements, rights of way, leases, etc. Any reports, disclosures, letters or other documents from third parties are deemed reliable but not guaranteed by seller nor United County Real Estate and Auction Services LLC.
8. Any personal property except items owned by tenants left on the grounds of the real estate as of the date of closing becomes the property of the Buyer of the real estate. Buyer will assume all responsibility and costs associated with these items as of the date of closing except items owned by tenants.
9. All information contained in this brochure and all related material came from sources deemed reliable. It is the Buyer's responsibility to confirm that the details provided are accurate.
10. Possession: Possession will be given for all parcels at the time of closing.
11. There is no BUYER'S PREMIUM for on site bidders. There will be a 3% BUYER'S PREMIUM FOR ONLINE, SIMULCAST, PHONE, AND PROXY BIDDERS.

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



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

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Ohio 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

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

Kenneth D. DeGiorgio, President

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

Lisa W. Comehl, Secretary

*This page is only a part of a ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN  
LAND TITLE  
ASSOCIATION





## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I-Requirements;
  - f. Schedule B, Part II-Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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

*This page is only a part of a ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I-Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

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

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

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

**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.

*This page is only a part of a ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





**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>.

*This page is only a part of a ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.







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

Issuing Agent: David C. Shade, dba Delaware Title Agency, Inc.  
Issuing Office: 236 West Central Avenue, Delaware, Ohio 43015  
Issuing Office's ALTA® Registry ID: 12573067  
Commitment No.: 24-103  
Issuing Office File No.: 24-103  
Property Address: 42.312+/- acres Twp. Rd. 165, Ashley, OH 43003  
Revision No.: 2-PTC

**SCHEDULE A**

1. Commitment Date: September 19, 2024 at 08:00 AM
2. Policy to be issued:
  - a. ALTA Own. Policy (07/01/2021)  
Proposed Insured: Successful Bidder at Auction  
Proposed Amount of Insurance: To be determined  
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: David A. Church and James A. Church, Trustees of the Richard A. Church, Jr. Trust dated February 2, 2000.
5. The Land is described as follows:

Being in the Southwest Quarter of Section 4, Township 6-North, Range 17-West, Quarter 2, Peru Township, Morrow County, Ohio and more particularly described as follows:

Beginning at a survey spike set in the Southwest corner of Section 4 in the center of Township Road No. 165;

Thence North 03° 27' 00" East along the center line of Township Road No. 165 and the West line of Section 4 a distance of 2276.18 feet to a survey spike found in the intersection of Township Road No. 165 and Township Road No. 21;

Thence South 87° 15' 00" East along the center line of Township Road No. 21 a distance of 630.27 feet to a survey spike found in the Northwest corner of a 1.15 acre lot deeded to D. & M. Clendening, Volume 310, Page 369, Morrow County Records;

Thence South 03° 24' 51" West along the West line of said 1.158 acre lot a distance of 251.00 feet to an iron rod found;

Thence South 87° 15' 00" East along the South line of said lot a distance of 201.00 feet to an iron rod found;

Thence South 03° 24' 51" West a distance of 2025.18 feet to an iron rod set in the South line of Section 4;

Thence North 87° 14' 56" West along the South line of Section 4 a distance of 832.66 feet to a survey spike set in the Southwest corner of said Section 4 and PLACE OF BEGINNING.

*This page is only a part of a ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE A**

(Continued)

Commitment No.: 24-103

File No.: 24-103

Same containing 42.312 acres of land, more or less, and subject to all legal highways and easements of record.

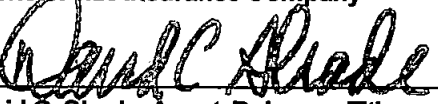
Note: All iron rod set have a plastic ID cap "CLASE, S-5473".

Surveyed by Harold W. Clase, Reg. Surveyor No. 5473 on December 23, 1994.

Parcel No. M33-001-00-171-00

**First American Title Insurance Company**

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

  
David C. Shade, Agent, Delaware Title  
Agency, Inc.

**Issuing Agent:** David C. Shade, dba Delaware Title Agency, Inc.

**Agent ID No.:** 12573067

**Address:** 236 West Central Avenue

**City, State, Zip:** Delaware, Ohio 43015

**Telephone:** (740)363-2063

*This page is only a part of a ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





### SCHEDULE B, PART I - Requirements

Commitment No.: 24-103

File No.: 24-103

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Proper deed from David A. Church and James A. Church, Trustees of the Richard A. Church, Jr. Trust dated February 2, 2000 to Successful Bidder at Auction
5. Execution of Affidavit of Understanding and Indemnity and Hold Harmless Agreement Due to the COVID-19 Emergency by the Parties to the Contemplated Transaction.
6. 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.
7. Approval of this title commitment by First American Title Insurance Company (depending on final purchase price).
8. Memorandum of Trust and Certification of Trust as to the Richard A. Church, Jr., Trust dated February 2, 2000.

*This page is only a part of a ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



## SCHEDULE B

(Continued)

Commitment No.: 24-103

File No.: 24-103

### SCHEDULE B, PART II - Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Notwithstanding the reference to acreage or square footage in the description set forth in Exhibit A hereof, this policy does not insure nor guarantee the acreage or quantity of land set forth therein.
10. Taxes: Parcel #M33-001-00-171-00: Taxes for 2023 are paid in the sum of \$890.09 per half, plus a ditch assessment of \$39.72 per half. Taxes for 2024 are undetermined but a lien.
11. The Land described in Schedule A appears on the Agricultural Land Tax List pursuant to ORC Chapter 5713. The Company will not pay loss or damage nor attorneys fees or costs due to any future recoupment of real estate taxes pursuant to ORC Section 5713.34 upon the conversion of all or a part of said Land to a non-agricultural use.
12. Easement granted to Morco Water Co., Inc. of record in D.B. 326, Page 324, Recorder's Office, Morrow County, Ohio.

*This page is only a part of a ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B**

(Continued)

Commitment No.: 24-103

File No.: 24-103

13. Easements granted to Morrow Rural Electric Co-Operative, Inc. of record in D.B. 88, Page 165 and D.B. 88, Page 176, Recorder's Office, Morrow County, Ohio.

*This page is only a part of a ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



## Easement Only

Husband and Wife

MORCO WATER CO., INC.  
NOT FOR PROFIT / MEMBER OWNED CORPORATION  
P.O. BOX 188 / NARENGO, OHIO 43334

PHASE II

Form FA 446-90  
United States Dept. of Agriculture  
Farmers Home Administration

213623

## RIGHT-OF-WAY EASEMENT

## KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Richard Austin, Jr., hereinafter referred to as GRANTOR, by Morco Water Co., Inc., hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, expand, repair, maintain, replace and remove water mains, service lines, hydrants, valves, controls and appurtenances, over, across, and through the land of the Grantor situated in Morrow County, State of Ohio, said land being described as follows:

Located in Peru Township and being the same premises recorded in Vol. 228, at page 301, Morrow County, Ohio deed records.

Detailed Address: 5335 Maloney Rd., Delaware, OH 43015-9335

Description:

Map Location - RP

Quarter/Section	Range	Twp.	Lot	Acreage
2	R17W	T6N	4 & 7	42.28 53.22

RECORDED  
MAR 3 1995  
VOL 326 PG 324

140°  
MORROW COUNTY  
OHIO  
ELEANOR A. SMITH  
RECORDER

MAR 3 1 35 PM '95  
RECEIVED

together with the right of ingress and egress over the adjacent lands of the GRANTOR. His successors and assigns, for the purpose of this easement.

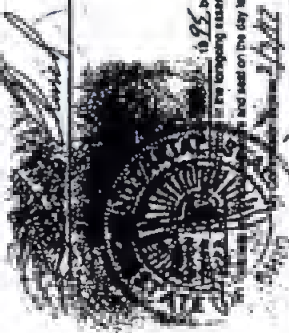
The temporary easement which is for construction purposes, is to terminate upon the completion of construction, and is limited to Twenty Five (25) feet in width being Twelve and One Half feet (12 1/2') on each side of and parallel with the proposed centerline of the water line. This permanent easement hereby granted is limited to Twelve feet (12') in width being Six feet (6') on each side of, and adjacent with the centerline of the water line as fully laid and constructed as near as possible to the right of way of RD. 21 & 163 Road, or within existing utility easement.

The considerations recited herein shall constitute payment in full of all damages sustained by Grantor by reason of installation of construction referred to herein and the Grantee and maintain such easement in a state of good repair and sufficiency so that no unreasonable damages are caused from its use to Grantor's premises. This Agreement, together with other provisions of the grant, shall constitute a covenant, running with the land for the benefit of the Grantee, its heirs, successors and assigns. The Grantor covenants that they are all the owners of the above described land and said lands are free and clear of all encumbrances except mortgages, leases, easements, and restrictions of record.

IN WITNESS WHEREOF, the said Richard Jr. and Nancy Church, with duly released their respective rights and expectancy of claim in said premises have hereunto set their hands this 24 day of Feb, 1995.

Signed and acknowledged in the presence of:

*Paul G. Hinkle, Jr.*  
Paul G. Hinkle, Jr., Notary Public



*Richard Austin, Jr.*  
Richard Austin, Jr.

*Nancy A. Church*  
Nancy A. Church

*Richard Austin, Jr.*  
Richard Austin, Jr.

*Nancy A. Church*  
Nancy A. Church

1995 before me, a Notary Public in and for said county, personally came Richard Austin, Jr. and Nancy A.

in the foregoing instrument who acknowledge by signing thereof to be their respective selves and their heirs.

Witness my hand and seal on the day last aforesaid.

Notary Public

PAUL G. HINKLE, JR., NOTARY PUBLIC

STATE OF OHIO

My Commission Expires February 3, 1997

VOLUME 326 PAGE 324

326/324

165

No. 315 0

## Grant of Right-of-Way

KNOW ALL MEN BY THESE PRESENTS: That TRUSTEES OF ALUM CREEK CHURCH

grant, in consideration of One Dollar and other valuable consideration, to MORROW

grant, bargain, sell, and convey to said MORROW RURAL ELECTRIC CO-OPERATIVE, INC. the right wheresoever to hereby acknowledged, do hereby

the perpetual right and easement to erect and maintain electric lines, consisting of conductors, cables, poles, wires, and distributing apparatus, for the purpose of

distributing, transmitting, and using electricity, on, over, under and across the following real estate, to-wit:

Range 17, Twp. 6, Sec. 1, Lot 13

The route to be taken by said lines across said lands shall be as follows: Along the south side of the St. Road 223 and to erect a pole in the southwest corner of

said estate.

With full right and authority to the grantee, its successors and assigns, to enter at all times upon said premises, for the purpose of constructing, repairing, replacing, and maintaining conductors, cables, poles, or other supports and wires and distributing apparatus, with all necessary bracing, guy wires, and bracing, and stringing upon such towers, poles or other supports or supporting therefrom, or placing in such conductors, lines of wire or other conductors for the transmission of electric energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines.

This easement shall be in full force and effect provided construction shall be begun on or before the 11 day of Dec 1937.

Signed this 3 day of Aug 1937.

Witness and acknowledged in the presence of:

William Fichtner Walter L. Benedict

Reta Brunner Elmer Bunker

STATE OF OHIO Lawrence L. Westbrook

MORROW COUNTY

Be it remembered, that on this 3 day of August 1937, personally appeared before me, the undersigned, a Notary Public in and for said County, the above named Trustees of Alum Creek Church

grant, and acknowledged the execution thereof to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my official seal the day and year last mentioned above.

Notary Public Howard Glappner My commission expires Aug. 14, 1939 MORROW County, Ohio.

(S E A L)

CONSENT BY PRESENT MORTGAGEE TO GRANT OF RIGHT-OF-WAY

The undersigned hereby consents to the execution, delivery and recording of the foregoing conveyance and agrees that this lien under a certain mortgage dated and executed by and created by  shall be subordinate to the easement created by said conveyance.

Filed SEP 2 1937 10:30 P. M. Recorded SEP 2 1937

2734

For \$2.50

Notary Phas M. Kothmann

MORROW COUNTY RECORD

No. 315 0

## Grant of Right-of-Way

KNOW ALL MEN BY THESE PRESENTS: That A. E. Westbrook and Anetia Westbrook

grant, in consideration of One Dollar and other valuable consideration, to them

grant, bargain, sell, and convey to said MORROW CO. RURAL ELECTRIC CO-OPERATIVE, INC. the right wheresoever to hereby acknowledged, do hereby

the perpetual right and easement to erect and maintain electric lines, consisting of conductors, cables, poles, wires, and distributing apparatus, for the purpose of

distributing, transmitting, and using electricity, on, over, under and across the following real estate, to-wit:

12 Acres in Potosi, Range 17, Twp. 6, Section 1, Lot 13

The route to be taken by said lines across said lands shall be as follows: Along the North side of the Rd. 17

Poles and down guides

With full right and authority to the grantee, its successors and assigns, to enter at all times upon said premises, for the purpose of constructing, repairing, replacing, and maintaining conductors, cables, poles, or other supports and wires and distributing apparatus, with all necessary bracing, guy wires, and bracing, and stringing upon such towers, poles or other supports or supporting therefrom, or placing in such conductors, lines of wire or other conductors for the transmission of electric energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines.

This easement shall be in full force and effect provided construction shall be begun on or before the 11 day of Dec 1937.

Signed this 5 day of Aug 1937.

Witness and acknowledged in the presence of:

William Fichtner A. E. Westbrook

Howard Glappner

STATE OF OHIO

MORROW COUNTY

Be it remembered, that on this 5 day of August 1937, personally appeared before me, the undersigned, a Notary Public in and for said County, the above named A. E. Westbrook

grant, and acknowledged the execution thereof to be his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my official seal the day and year last mentioned above.

Notary Public Howard Glappner My commission expires August 14, 1939 MORROW County, Ohio.

(S E A L)

CONSENT BY PRESENT MORTGAGEE TO GRANT OF RIGHT-OF-WAY

The undersigned hereby consents to the execution, delivery and recording of the foregoing conveyance and agrees that this lien under a certain mortgage dated and executed by and created by  shall be subordinate to the easement created by said conveyance.

Filed SEP 2 1937 10:30 P. M. Recorded SEP 2 1937

For \$2.50

Notary Phas M. Kothmann

MORROW COUNTY RECORD

85/165



176

27368

No. 336

## Grant of Right-of-Way

KNOW ALL MEN BY THESE PRESENTS: That ADD KATHAR DAVIS Harold W. Davis of the County of MOHAWK State of NEW YORK do hereby grant, bargain, sell and convey to said MOHAWK RURAL ELECTRIC CO-OPERATIVE INC. the receipt whereof is hereby acknowledged, do hereby the perpetual right and easement to erect and maintain electric lines, consisting of conduit, cables, poles, wires, and distributing appliances, for the purpose of transmitting, distributing, and using electricity, on, over, under and across the following real estate, to-wit: Within two feet of highway limits on 50.18 acres of land in Peru Twp. Range 17, Twp. 6, Sec. 2, lot 7

The route to be taken by said lines across said lands shall be as follows: Along the north side of the road as now or hereafter located

With full right and authority to the grantor, his successors and assigns, to enter at all times upon said premises, for the purpose of constructing, repairing, replacing, and maintaining conduits, towers, poles, or other supports and wires and distributing appliances, with all necessary towers, guys, anchors, and tramps, the transmission of electric energy, and to place or remove any lines which at any time may interfere or threaten to interfere with the maintenance of such lines.

This easement shall be in full force and effect provided construction shall be begun on or before the 31 day of December 1937.

Signed this 18 day of May 1937.

Attest and acknowledged in the presence of:  
Howard Clapper  
Kenneth S. Kichhorn

STATE OF OHIO  
MOHAWK COUNTY

Do it remembered, that on this 18th day of May 1937, personally appeared before me, the undersigned, a Notary Public in and for said County, the above named Harold W. Davis and Kathar Davis, their

IN TESTIMONY WHEREOF, I have hereunto signed my name and affixed my official seal the day and year last mentioned above.

(SEAL) Howard Clapper My commission expires August 14, 1939 MOHAWK County, Ohio

CERTIFY BY PRESENT MORTGAGE TO GRANT OF RIGHT-OF-WAY

The undersigned hereby certifies to the execution, delivery and recording of the foregoing conveyance and agrees that his fee under a certain mortgage dated SEP 2 1937 and covered by 130 P shall be subject to the payment of said mortgage.

Sep 2 1937 130 P M. Recorded SEP 2 1937

Recorder Charles M. Kachbauer

No. 337 Grant of Right-of-Way

KNOW ALL MEN BY THESE PRESENTS: That ALBERT E. WESTBROOK of the County of MOHAWK State of NEW YORK do hereby grant, bargain, sell and convey to said MOHAWK RURAL ELECTRIC CO-OPERATIVE INC. the receipt whereof is hereby acknowledged, do hereby the perpetual right and easement to erect and maintain electric lines, consisting of conduit, cables, poles, wires, and distributing appliances, for the purpose of transmitting, distributing, and using electricity, on, over, under and across the following real estate, to-wit: Within two feet of highway limits on 112.55 acres of land in Peru Twp. Range 17, Twp. 6, Sec. 2, lot 4-7

The route to be taken by said lines across said lands shall be as follows: Along the south side of the road as now or hereafter located

With full right and authority to the grantor, his successors and assigns, to enter at all times upon said premises, for the purpose of constructing, repairing, replacing, and maintaining conduits, towers, poles, or other supports and wires and distributing appliances, with all necessary towers, guys, anchors, and tramps, the transmission of electric energy, and to place or remove any lines which at any time may interfere or threaten to interfere with the maintenance of such lines.

This easement shall be in full force and effect provided construction shall be begun on or before the 31 day of December 1937.

Signed this 28 day of May 1937.

Attest and acknowledged in the presence of:  
Howard Clapper  
W. D. Kerr

STATE OF OHIO  
MOHAWK COUNTY

Do it remembered, that on this 28th day of May 1937, personally appeared before me, the undersigned, a Notary Public in and for said County, the above named Albert E. Westbrook, his

IN TESTIMONY WHEREOF, I have hereunto signed my name and affixed my official seal the day and year last mentioned above.

(SEAL) Howard Clapper My commission expires August 14, 1939 MOHAWK County, Ohio

CERTIFY BY PRESENT MORTGAGE TO GRANT OF RIGHT-OF-WAY

The undersigned hereby certifies to the execution, delivery and recording of the foregoing conveyance and agrees that his fee under a certain mortgage dated SEP 2 1937 and covered by 130 P shall be subject to the payment of said mortgage.

Sep 2 1937 130 P M. Recorded SEP 2 1937

Recorder Charles M. Kachbauer

88/176



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

**NOTICE**

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

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

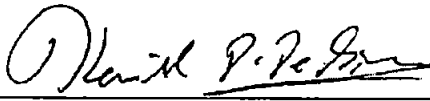
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.


**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Ohio 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Comehl, Secretary

*This page is only a part of a ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without
- a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I-Requirements;
  - f. Schedule B, Part II-Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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

*This page is only a part of a ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I-Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

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

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

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

**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.

*This page is only a part of a ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





**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>.

*This page is only a part of a ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





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

Issuing Agent: David C. Shade, dba Delaware Title Agency, Inc.  
Issuing Office: 236 West Central Avenue, Delaware, Ohio 43015  
Issuing Office's ALTA® Registry ID: 12573067  
Commitment No.: 24-102  
Issuing Office File No.: 24-102  
Property Address: 55.572+/- acres Twp. Rd. 165, Ashley, OH 43003  
Revision No.: 2-PTC

**SCHEDULE A**

1. Commitment Date: September 19, 2024 at 08:00 AM
2. Policy to be issued:
  - a. ALTA Own. Policy (07/01/2021)  
Proposed Insured: Successful Bidder at Auction  
Proposed Amount of Insurance: To be determined  
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: David A. Church and James A. Church, Trustees of the Richard A. Church, Jr. Trust dated February 2, 2000.
5. The Land is described as follows:

Being in the Northwest Quarter of Section 7, Township 6-North, Range 17-West, Quarter 2, Peru Township, Morrow County, Ohio and more particularly described as follows:

Beginning at a survey spike set in the Northwest corner of Section 7;

Thence South 87° 14' 56" East along the North line of Section 7 a distance of 1386.63 feet to an iron rod set (Note: passing an iron rod at 832.66 feet);

Thence South 03° 53' 21" West a distance of 1867.44 feet to an iron pipe found;

Thence North 87° 36' 29" West a distance of 573.64 feet to an iron rod found in the Southeast corner of a 4.184 acre tract deeded to P. Dowalter, Volume 322, Page 931, Morrow County Records;

Thence the following courses and distances around said 4.184 acre tract

North 03° 33' 59" East a distance of 115.76 feet to an iron rod found;

North 80° 32' 19" West a distance of 106.96 feet to an iron rod found;

North 10° 27' 49" East a distance of 319.06 feet to an iron rod found;

*This page is only a part of a ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE A**  
(Continued)

Commitment No.: 24-102  
File No.: 24-102

North 85° 18' 03" West a distance of 327.26 feet to an iron rod found;

South 03° 11' 42" West a distance of 429.27 feet to an iron rod found;

North 87° 36' 29" West a distance of 406.28 feet to a survey spike found in the center line of Township Road No. 165 (West line of Section 7), (Note: passing an iron rod found at 386.28 feet);

Thence North 03° 26' 59" East along the center line of Township Road No. 165 and the West line of Section 7 a distance of 1847.07 feet to a survey spike and PLACE OF BEGINNING.

Same containing 55.572 acres of land, more or less, and subject to all legal highways and easements of record.

Note: All iron rod set have a plastic ID cap "CLASE, S-5473".

Surveyed by Harold W. Clase, Reg. Surveyor No. 5473 on December 23, 1994.

Parcel No. M33-001-00-172-00

First American Title Insurance Company

By:



David C. Shade, Agent, Delaware Title  
Agency, Inc.

**Issuing Agent:** David C. Shade, dba Delaware Title Agency, Inc.  
**Agent ID No.:** 12573067  
**Address:** 236 West Central Avenue  
**City, State, Zip:** Delaware, Ohio 43015  
**Telephone:** (740)363-2063

*This page is only a part of a ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.







### SCHEDULE B, PART I - Requirements

Commitment No.: 24-102

File No.: 24-102

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Proper deed from David A. Church and James A. Church, Trustees of the Richard A. Church, Jr. Trust dated February 2, 2000 to Successful Bidder at Auction
5. Execution of Affidavit of Understanding and Indemnity and Hold Harmless Agreement Due to the COVID-19 Emergency by the Parties to the Contemplated Transaction.
6. 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.
7. Approval of this title commitment by First American Title Insurance Company (depending on final purchase price).
8. Memorandum of Trust and Certification of Trust as to the Richard A. Church, Jr., Trust dated February 2, 2000.

*This page is only a part of a ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B**  
(Continued)

Commitment No.: 24-102  
File No.: 24-102

**SCHEDULE B, PART II - Exceptions**

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Notwithstanding the reference to acreage or square footage in the description set forth in Exhibit A hereof, this policy does not insure nor guarantee the acreage or quantity of land set forth therein.
10. Taxes: Parcel #M33-001-00-172-00: Taxes for 2023 are paid in the sum of \$1130.48 per half, plus a ditch assessment of \$44.53 per half. Taxes for 2024 are undetermined but a lien.
11. The Land described in Schedule A appears on the Agricultural Land Tax List pursuant to ORC Chapter 5713. The Company will not pay loss or damage nor attorneys fees or costs due to any future recoupment of real estate taxes pursuant to ORC Section 5713.34 upon the conversion of all or a part of said Land to a non-agricultural use.
12. Easement granted to Morco Water Co., Inc. of record in D.B. 326, Page 324, Recorder's Office, Morrow County, Ohio.

*This page is only a part of a ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Easement Only

Husband and Wife

MORCO WATER CO., INC.  
NOT FOR PROFIT / MEMBER OWNED CORPORATION  
P.O. BOX 185 / MARIETTA, OHIO 43334

PHASE II

Form # MA 442-89  
United States Dept. of Agriculture  
Farmers Home Administration

213623

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

This is consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Richard Austin, Jr. and Nancy A. Church, hereinafter referred to as Grantors, by Morco Water Co., Inc., hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantors do hereby grant, bargain, sell, transfer, and convey unto the Grantee, its successors and assigns a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water mains, service lines, hydrants, valves, controls and appurtenances, over, across, and through the land of the Grantors situated in Morrow County, Ohio, and being described in lot(s):

Located in Peru Township and being the same premises recorded in Vol 228 at page 301, Morrow County, Ohio deed records.

Deeded Address: 5335 Maloney Rd., Delaware, OH 43015-9335

Description: Map Location - BP

Quarter/Section

Range

Twp.

Lot

Acres

2

R17W

MAR 3 1995

T6N

3-22-1994

4 & 7

12

RECEIVED

MAR 3 1 35 PM '95

MORROW COUNTY  
OHIO  
CLERK OF COURT  
RECORDED

1460

together with the right of ingress and egress over the adjacent lands of the Grantee, its successors and assigns, for the purpose of the easement. The temporary easement which is for construction purposes, is to terminate upon the completion of construction, and is limited to Twenty Five (25) feet in width being Twelve and One Half feet (12 1/2') on each side of and parallel with the proposed centerline of the water line. The permanent easement hereby granted is limited to Twelve feet (12') in width being Six feet (6') on each side of and parallel with the centerline of the water line as first laid and constructed as near as possible to the right of way of L.W.D. Rds. 21 & 165. Read, of record, existing utility easements.

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

IN WITNESS WHEREOF, the said Richard Jr. and Nancy Church, who hereby release their respective rights and expectancy of convey in said premises have hereunto set their hands this 10th day of Feb, 1995.

Signed and acknowledged in the presence of:

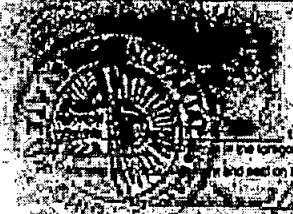
*[Signature]*

*[Signature]*  
Grantor Richard Austin Church, Jr.

*[Signature]*  
Grantor Nancy A. Church

Morco Water Co., Inc.

*[Signature]*  
By Richard Mark Horn, President



PAUL G. HINKLE, JR., NOTARY PUBLIC  
STATE OF OHIO  
My Commission Expires February 3, 1997

VOLUME 326 PAGE 324

326/324





**SCHEDULE B**  
(Continued)

Commitment No.: 24-102  
File No.: 24-102

13. Easements granted to Morrow Rural Electric Co-Operative, Inc. of record in D.B. 88, Page 165 and D.B. 88, Page 176, Recorder's Office, Morrow County, Ohio.

*This page is only a part of a ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

