

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: Dec 16 2021

1. **PROPERTY DESCRIPTION:** The undersigned buyer (Buyer) agrees to purchase from the undersigned owner (Seller) agrees to sell (Contract) through **United County Real Estate and Auction Services, LLC** (Broker), the following described real estate in Bennington, Licking County, Ohio, and known as: 6017 Van Fossen Rd Tarct 1 Tarct 2 Whole (Real Estate).
2. **PRICE AND TERMS:** Buyer agrees to pay the amount of the high bid \$ _____ plus the buyer premium of \$ N/A for a **Total Purchase Price of \$** _____ for the Real Estate as follows: A **non-refundable** (except in the case of a non-marketable title) down payment (Down Payment) of \$ _____ must be deposited at the time of the Auction, and will be applied toward the Purchase Price. The Down Payment shall be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. This Down Payment is not an Earnest Money deposit as contemplated by R.C. 4735.24. In the event this Contract does not close for any reason other than as agreed, Buyer agrees that the Down Payment shall be disbursed by Broker to Seller five (5) days after scheduled Closing Date unless Broker is previously notified in writing by Buyer that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.
3. **BALANCE & CLOSING:** The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before Jan 31, 2022 (Closing Date). The Closing Date shall be automatically extended up to 30 days if Auctioneer deems necessary. Buyer will close through Talon Title. If Buyer does not close on or before scheduled Closing Date, Seller may, at Seller's option, extend the Closing Date in consideration for a sum of \$ _____ per day after original Closing Date.
4. **CLOSING COSTS:** The Buyer Seller split 50/50 shall be responsible for transfer taxes, recording fees, real estate tax prorata, mortgage releases and will convey a good and marketable title. The Buyer Seller split 50/50 is responsible for title search, owner's title insurance policy and deed preparation. The Buyer Seller split 50/50 is responsible for survey cost, if a survey is required for a transfer.
***Buyer is responsible for all other costs associated with closing.**
5. **TERMS:** The Real Estate sells: to the highest bidder regardless of price, **OR** subject to the Seller's confirmation.
6. **FIXTURES AND EQUIPMENT:** The consideration shall include any fixtures, including but not limited to built-in appliances; heating, central air conditioning, and humidifying equipment and their control apparatuses; stationary tubs; pumps; water softening equipment; roof antennae; attached wall-to-wall carpeting and attached floor coverings; curtain rods, window coverings and all existing window treatments; attached mirrors; all light fixtures; bathroom, lavatory and kitchen fixtures; storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the Premises or in storage; garage door openers and controls; attached fireplace equipment; security systems and controls; smoke alarms, satellite TV reception system and components; all exterior plants and trees, all landscaping lights and controls; and the following: _____
7. **OBTAINING FINANCING:** This Contract to Purchase is **not contingent** upon the Buyer obtaining financing. There are no Buyer contingencies.
8. **BINDING OBLIGATION:** Buyer is buying the property **As-Is, Where-Is and without Recourse**. If Buyer fails to close for any reason whatsoever, except a nonmarketable title, Buyer voluntarily agrees to forfeit entire Down Payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the Real Estate. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Buyer fails to perform according to the terms of this Contract, the Down Payment shall be forfeited without affecting

Buyer Initial Seller Initial

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

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

Buyer Initial Seller Initial

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

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

17. **NOTICES TO THE PARTIES:**

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

18. **MISCELLANEOUS:**

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

Buyer Initial Seller Initial

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

19. **OTHER TERMS:** Mineral Rights do not transfer. The gas well on the property services the houses at 6017 and 5693 Van Fossen Rd

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

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

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

Print

Sign

Date

BUYER: _____

BUYER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

AGENT NAME: _____ LICENSE#: _____

EMAIL: _____ PHONE: _____

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

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

Print

Sign

Date

SELLER: _____

SELLER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

AGENT NAME: _____ LICENSE #: _____

EMAIL: _____ PHONE: _____

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

United Country Real Estate and Auction Services

By: _____

Buyer Initial Seller Initial

Its: _____



Buyer Initial Seller Initial

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 day of sale.

1. Buyer to pay a Ten percent (10%) 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. Balance of purchase price is due in cash at closing which shall occur on or before January 31, 2022. Real estate taxes shall be prorated to the day of closing based upon the most recent available tax rate and valuation. Seller will not pay CAUV recoupment on any tract or combination of Tracts over 11 acres. Survey: The survey will be at the Seller's expense and any issues regarding the survey will be at the Seller's discretion, combination purchases will receive a perimeter survey only. Seller will pay for conveyance fee, owner's policy of title insurance from a title agency of Seller's choosing, Seller's portion of title agency closing fee not to exceed \$300.00 dollars, and fiduciary deed preparation only. Closing and title commitment to be at Talon Title Agency Seller will pay no other closing costs. The owner's policy of title insurance shall contain all standard exceptions, as listed in the title commitment.
2. All real property and improvements are selling in their present "AS IS" condition with no warranties expressed or implied by Seller or Seller's agent. No representations have been made by Seller or Seller's agent with regard to fitness of the real property or improvements for a particular use or any particular Buyer's development plans. It is Buyer's responsibility to have any inspection Buyer desires completed prior to auction. It is the Buyer's responsibility to pay for and obtain any and all due diligence inspections and inquiries as to feasibility of Buyer's intended development plans prior to bidding. United Country Real Estate and Auction Services, LLC, and all agents associated, represent only the Seller in this transaction. Successful Buyers shall sign an agency disclosure form acknowledging that United Country Real Estate and Auction Services, LLC and its associated agents are working on behalf of the Seller.
3. All prospective Buyers who desire to participate in the auction must register the day of sale prior to bidding and must then provide such personal information as requested by the auctioneer. Realtor cooperation is welcome; however, you must register your clients 48 hours prior to sale with an agency disclosure, show them the property and attend the auction co-op commission is 2%. No exceptions. If registered less, then 48 hours co-op commission is 1%.
4. 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 it to be closed. The auctioneers will handle any disputes at the time of the auction and all decisions will be final. The auctioneer, the Seller and/or the attorney for the Seller reserve the right to demand satisfactory written evidence of the authority of an agent to enter a bid or to execute a purchase contract on behalf of another party. This auction may be subject to online, phone or proxy bidding.
5. Each successful bidder will be required to immediately execute the posted purchase contract, and deposit with the auctioneer the down payment described above. In case of conflict with these terms and conditions, the terms and conditions in the signed contract control the transaction.
6. Please view the posted title commitment for any questions on easements, rights of way, leases etc. Any reports, disclosures, letters or other documents from third parties are deemed reliable but not guaranteed by seller nor United County Real Estate and Auction Services LLC.
7. Any personal property left on the grounds of the real estate as of the date of closing becomes the property of the buyer of the real estate. Buyer will assume all responsibility and costs associated with these items as of the date of closing except items owned by tenants.
8. All information contained in this brochure and all related material came from sources deemed reliable but are not warranted by seller or auctioneers. **Announcements made day of sale shall take precedence over printed material.**
9. There is a gas well on the 51+/- ac parcel. This and the mineral rights to that will not transfer to the buyer. The well provides gas service to 6017 and 5693 Van Fossen Rd.

DAVID R. MILLS, PS 7157

TRACY & MILLS, SURVEYORS

10 East Vine Street, P.O. Box 642
Mount Vernon, Ohio 43050

e-mail: tracyandmills@aol.com

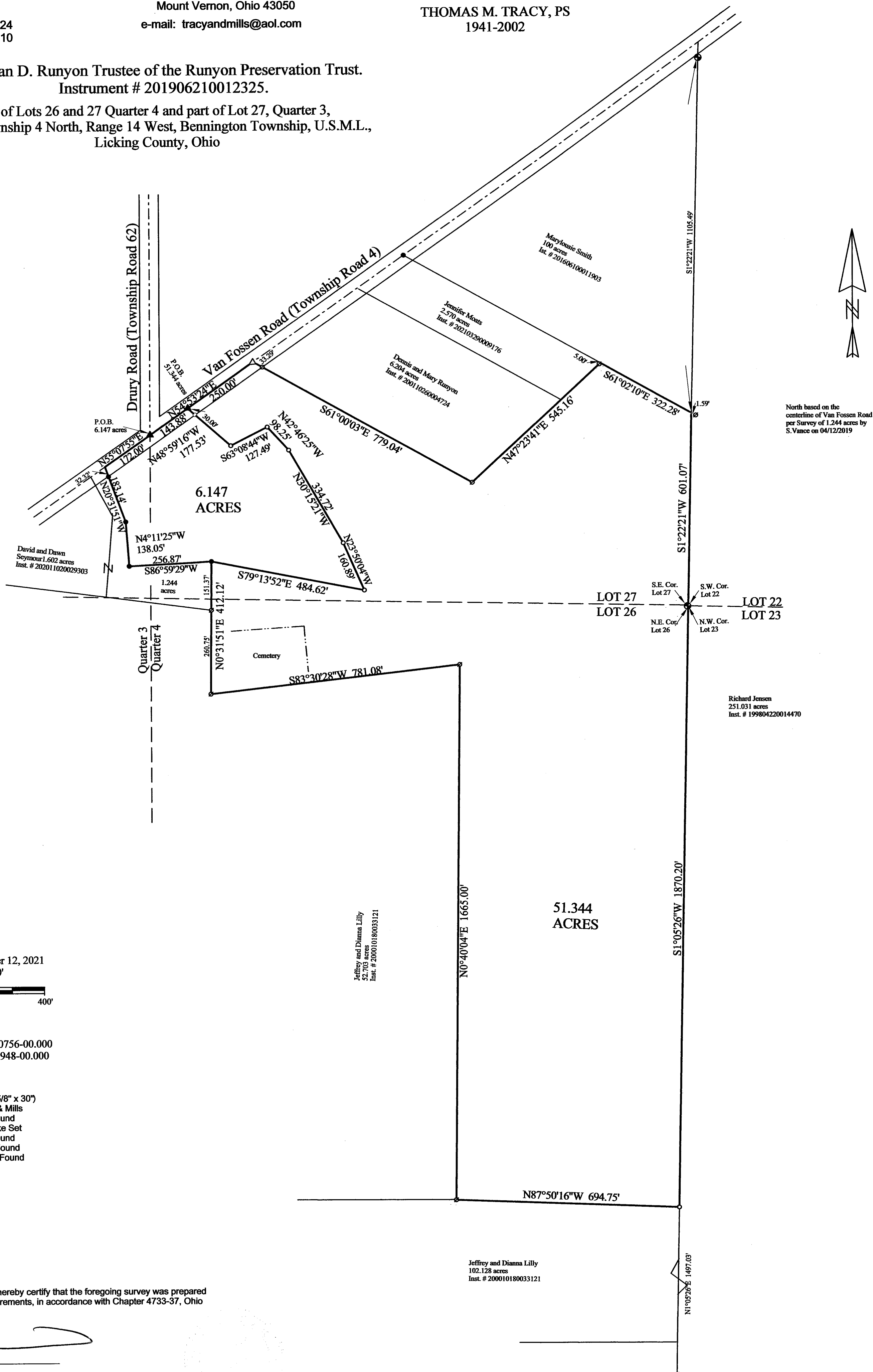
FLOYD W. BARNES PS
1921-2018

THOMAS M. TRACY, PS
1941-2002

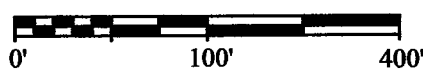
Tele: 740-397-8324
Fax 740-397-5910

Allan D. Runyon Trustee of the Runyon Preservation Trust.
Instrument # 201906210012325.

Part of Lots 26 and 27 Quarter 4 and part of Lot 27, Quarter 3,
Township 4 North, Range 14 West, Bennington Township, U.S.M.L.,
Licking County, Ohio



DATE: November 12, 2021
SCALE: 1" = 200'




PARCEL # 01-000756-00.000
01-000948-00.000

- - Iron Pin Set (5/8" x 30")
- - Capped Tracy & Mills
- ▲ - 5/8" Iron Pin Found
- ▲ - Cotton Gin Spike Set
- ⊙ - 1/2" Iron Pin Found
- ⊙ - 3/4" Iron Pipe Found
- △ - Railroad Spike Found

CERTIFICATION: We hereby certify that the foregoing survey was prepared from actual field measurements, in accordance with Chapter 4733-37, Ohio Administration Code.

David R. Mills, Surveyor 7157
Tracy and Mills Surveyors
10 East Vine Street, Mount Vernon, Ohio 43050
740-397-8324 tracyandmills@aol.com

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY**NOTICE**

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

First American Title Insurance Company


Dennis J. Gilmore, President



Greg L. Smith, Secretary

TALON TITLE AGENCY, LLC


BY: JEFFREY A. AUKER
AUTHORIZED SIGNATORY

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

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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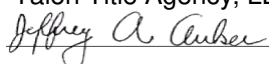
ALTA® COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Issued by
First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Talon Title Agency, LLC
Issuing Office: 570 Polaris Parkway, Ste 140
Westerville, OH 43082
Ph:(614) 818-0500 Fax:(614) 818-4599
ALTA® Universal ID: 1063195
Issuing Office File Number: 21810129-TCM
Property Address: 6017 Van Fossen Road, Johnstown, OH 43031
Revision Number:

1. Commitment Date: November 15, 2021, at 8:00 am
2. Policy to be issued: Proposed Policy Amount
 - (a) ALTA® Owner's Policy **\$10,000.00**
Proposed Insured: **Purchaser with contractual rights under a purchase contract agreement with the vested owner identified at Item 4 below**
 - (b) ALTA® Loan Policy **\$10,000.00**
Proposed Insured: **Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owners Policy**
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. The Title is, at Commitment Date, vested in:
Allen D. Runyon, Trustee or his Successor(s) as Trustees of "The Runyon Preservation Trust", dated December 4, 2018
5. The land referred to in this commitment is situated in the Township of Bennington, County of Licking, State of Ohio, as follows:
SEE EXHIBIT A

Talon Title Agency, LLC

By: Jeffrey A. Auker
AUTHORIZED SIGNATORY

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Exhibit "A"

The land referred to in this commitment is described as follows: Township of Bennington, County of Licking, State of Ohio

LEGAL TO BE DETERMINED

Commonly Known As: 6017 Van Fossen Road, Johnstown, OH 43031

The property address and tax parcel identification number listed herein are provided solely for informational purposes.

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SCHEDULE B, PART I
REQUIREMENTS

All of the following Requirements must be met:

1. Instruments necessary to create the estate or interest to be insured must be executed by, delivered and duly filed for record.
 - A. Filing for record a duly executed Memorandum of Trust pursuant to ORC §5301.255, same to reflect that the trust agreements contains the necessary powers to enter into and close the transaction in question. Submission to the Company of a Certificate of Trust pursuant to ORC §5810.13 authorizing the transaction in question for retention in Company's files.
 - B. Warranty Deed from recited owner to recited purchaser.
 - C. Mortgage executed by recited purchaser to recited mortgagee in the amount indicated.
 - D. Satisfactory Release or Subordination of all liens shown in Schedule B, Part II.
2. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.
3. Pay the agreed amounts for the Title and/or the mortgage to be insured.
4. Pay us the premiums, fees and charges for the policy.
5. The legal description as described in Schedule A is not sufficient for transfer per stamp from Licking County Tax Map/Engineer's Department as noted on the last deed of record. A new or updated survey is required and must be approved before transfer. NOTE: Failure to attach the County -Approved Legal description to the instrument of conveyance may create a substantial delay in recording
6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
7. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

SCHEDULE B, PART II
EXCEPTIONS

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

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

1. 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.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof 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 lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records
5. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or 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; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage.
6. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
7. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to Date of Policy. **(Note: This Exception will only appear on the Loan Policy)**
8. Special taxes or assessments approved, levied or enacted by the State, County, Municipality or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to reassessment and recapture by way of CAUV, Homestead or other similar programs, or retroactive increases in the valuation of the land by the State, County, Municipality, Township or other taxing authority.
9. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
10. 2020 Tax Duplicate for Parcel Number 001-000756-00.000

The first half tax in the amount of \$2,144.37 (reflects Homestead Exemption), including current assessment of \$3.00 for a total of \$2,147.37, is paid.

The second half tax in the amount of \$2,144.37 (reflects Homestead Exemption), including current assessment of

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

\$3.00 for a total of \$2,147.37, is paid.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Assessed Values:

Land: \$36,930.00 Building/Improvement: \$86,940.00 Total: \$123,870.00 CAUV: \$34,650.00

Taxes and Assessments for subsequent years are undetermined, and constitute a lien, not yet due or payable.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject property. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

NOTE: A search for uncertified special tax assessments has not been performed.

FOR INFORMATIONAL PURPOSES ONLY: Homestead Reductions: Credit for Homestead Reduction was given in the amount of \$414.24 per year.

THE FOLLOWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY: The property as described in Schedule A is subject to an assessment for Ongoing Muskingum Watershed, of which \$3.00 has been included with the taxes for the First and Last half of the year for 2020.

11. 2020 Tax Duplicate for Parcel Number 001-000948-00.000

The first half tax in the amount of \$183.06, including current assessments, if any, is paid.

The second half tax in the amount of \$183.06, including current assessments, if any, is paid.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Assessed Values:

Land: \$57,190.00 Building/Improvement: \$0.00 Total: \$57,190.00 CAUV: \$21,650.00

Taxes and Assessments for subsequent years are undetermined, and constitute a lien, not yet due or payable.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject property. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

NOTE: A search for uncertified special tax assessments has not been performed.

12. Future Tax Savings Recoupment, if any, pursuant to Section 5713.34 O.R.C. (Land Conversion from Agricultural Use)

13. Any inaccuracy in the area, square footage, or acreage of land described herein or on attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.

14. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.

15. Easement of record as set forth in [Deed Book 620, page 298](#).

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16. Easement of record as set forth in [Deed Book 319, page 514](#).
17. Easement of record as set forth in [Deed Book 428, page 484](#).
18. Easement of record as set forth in [Lease Record 26, page 95](#).
19. Easement of record as set forth in [Lease Record 25, page 639](#).
20. Easement of record as set forth in [Lease Record 19, page 289](#).
21. Easement of record as set forth in [Lease Record 16, page 518](#).
22. Easement of record as set forth in [Lease Record 15, page 26](#).
23. Easement of record as set forth in [Lease Record 15, page 27](#).
24. Easement of record as set forth in [Instrument No. 200810220023141](#).
25. Easement of record as set forth in [Instrument No. 200011030035247](#).
26. Oil and Gas Lease recorded in [Lease Record 92, page 549](#) and any interests from subsequent documents of record pertaining to said lease.
27. Oil and Gas Lease recorded in [Lease Record 118, page 181](#) and any interests from subsequent documents of record pertaining to said lease.
28. Oil and Gas Lease recorded in [Lease Record 144, page 758](#) and any interests from subsequent documents of record pertaining to said lease.
29. Memorandum of Lease of record as set forth in [Instrument No. 200808200018934](#).
30. Memorandum of Agreement of record as set forth in [Instrument No. 201802130002787](#).
31. Any trust, right, interest or claim that may exist, arise, or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. §499a, et seq., or any similar state or federal law.

THE FOLLOWING NOTE IS FOR INFORMATIONAL PURPOSES ONLY:

The following deed(s) affecting said land were recorded within 24 months of the date of this report:

NONE

Owner acquired title by instrument recorded as follows:

Grantor Gloria C. Runyon; Grantee Allen D. Runyon, Trustee or his Successor(s) as Trustees of "The Runyon Preservation Trust", dated December 4, 2018; Recorded on June 21, 2019 in [Instrument No. 201906210012325](#).

THIS COMMITMENT OR FORECLOSURE GUARANTEE COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY, THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE, LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED, PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSURED'S ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

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- (i) comply with the Schedule B, Part I - Requirements;
- (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
- (iii) acquire the Title or create the Mortgage covered by this Commitment.

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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PRIVACY POLICY NOTICE

Talon Title Agency, LLC and its family of affiliated companies, respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the Talon Title Agency, LLC Privacy Policy.

Talon Title Agency, LLC as an agent for First American Title Insurance Company provides title insurance products and other settlement and escrow services to customers. The Talon Title Agency, LLC Privacy Policy applies to all Talon Title Agency, LLC customers, former customers and applicants.

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements.

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at Talon Title Agency, LLC, please write us at: **Talon Title Agency, LLC c/o 31440 Northwestern Highway, Ste. 100, Farmington Hills, Michigan 48334. Attn: Legal Resources.**



Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as “First American,” “we,” “us,” or “our”) collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products (“Products”). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices, by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



First American Title™

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California Resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see “What Information Do We Collect About You” in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see “How Do We Collect Your Information”, “How Do We Use Your Information”, and “How Do We Share Your Information” in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the **personal information** of California Residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see “How Do We Use Your Information” and “How Do We Share Your Information” in <https://www.firstam.com/privacy-policy>.

Ohio Association of REALTORS®
Residential Property Disclosure Exemption Form



To Be Completed By Owner

Property Address:

6017 Van Fossen Rd
Johnstown, Oh

Owner's Name(s):

Allen Dean Runyon, Trustee

Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.

Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- (1) A transfer pursuant to a court order, such as probate or bankruptcy court;
- (2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
- (3) A transfer by an executor, a guardian, a conservator, or a trustee;
- (4) A transfer of new construction that has never been lived in;
- (5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the sale;
- (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
- (7) A transfer where either the owner or buyer is a government entity.

ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL DUTY TO DISCLOSE ANY KNOWN LATENT DEFECTS OR MATERIAL FACTS TO THE BUYER.

OWNER'S CERTIFICATION

By signing below, I state that the proposed transfer is exempt from the Residential Property Disclosure Form requirement. I further state that no real estate licensee has advised me regarding the completion of this form. I understand that an attorney should be consulted with any questions regarding the Residential Property Disclosure Form requirement or my duty to disclose defects or other material facts.

Owner: _____ Date: _____

Owner: _____ Date: _____

BUYER'S ACKNOWLEDGEMENT

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

This is not a state mandated form. This form has been developed by the Ohio Association of REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio Association of REALTORS® is not responsible for the use or misuse of this form.

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R. Joseph Ebel, R.S., M.S.
Health Commissioner



(740) 349-6535
1-888-838-0219
(740) 349-6474 WIC
(740) 349-6475 Environmental
(740) 349-6476 Nursing
(740) 349-6510 FAX

Licking County Health Department

675 Price Road

Newark, Ohio 43055-9546

May 15, 2001

James Runyon
6017 Van Fossen Road
Johnstown, Ohio 43031

Dear Mr. Runyon:

DATE SAMPLE WAS COLLECTED: 05-10-2001

ADDRESS WHERE SAMPLE COLLECTED: 6017 Van Fossen Road

The test results for the water sample collected from the above address listed on the lab sheet are as follows:

XX SAFE (COLIFORM NEGATIVE)

UNSAFE (COLIFORM POSITIVE)

If the sample tests **UNSAFE**, please follow the chlorination instructions enclosed and call the health department between 8:30 a.m. and 10:00 a.m. Monday through Friday to schedule a time to collect another sample.

There will be a \$40.00 fee for a resample. Please send this fee in prior to resampling.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Brown, R.S." with a stylized flourish at the end.

Chad Brown, R.S.
Public Health Sanitarian I

CB:bb

Analysis Report - Fax Copy

MASI ENVIRONMENTAL SERVICES
 P. O. Box 1440
 Dublin, Ohio 43017
 (614) 873-4654

Page: 1
 Date: 05/14/01

LICKING CO HEALTH DEPT
 ROBERT SEALOCK
 675 PRICE RD NE

 NEWARK OH 43055

Customer No: 0000000319
 AR Sheet No: 0000062848-AR
 Chemical Certification 4039
 Bacterial Certification 877

Dear Client:

Along with your results listed below we would like to thank you for allowing MASI to assist you with your environmental testing requirements.

Account Name: LICKING CO HEALTH DEPT
 Sampler Name: CHAD BROWN
 Sample Date: 05/10/01
 Sample Time: 13:00
 Sample Type: POTABLE
 Sample Monitoring Point:
 Sample Tap: KITCHEN SINK
 Sample Address: 6017 VAN FOSSEN RD JOHNSTOWN
 Sample ID:

Private
 PWS ID No:
 STU ID No:
 PD No:
 County: LICKING
 Chlorinated:
 Repeat No:

Test Requested	Lab Number	Method Number	Analyst Number	Date Analyzed
Total Coliform	58223	MMO-MUG-SM 9223	2148	05/11/01
NEGATIVE 100ML				16:15

LICKING COUNTY HEALTH DEPARTMENT
675 PRICE ROAD
NEWARK OH 43055

(740) 349-6535
FAX (740) 349-6510
1- 800 -888-0219

4.29.01

REMINDER NOTICE

Re: 6017 Van Fossen Rd

According to our records your well permit at this address has the following deficiencies. Please provide the required information checked below.

- A completed "Private Water System Contractor/Installer Completion Form" has not been received.
- A "Well Log and Drilling Report" has not been received.
- A **SAFE** water sample has not been collected by the Licking County Health Department.

Approval of your well can not be provided until all of the requirements above have been met. Please contact us at 349-6535 with this information and to schedule a water sample if necessary.

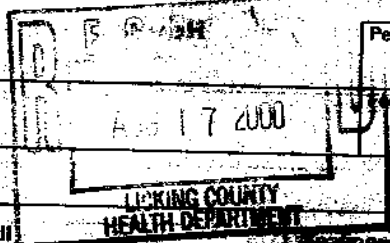
Licking County Health Dept.
675 Price Road
Newark, OH 43055-9546

James Runyon
6017 Van Fossen Rd
Johnstown OH 43031

Ohio Department of Health Application/Permit for a Private Water System

ALL ITEMS MUST BE COMPLETED

Health District LICKING COUNTY	Permit # 5629 125⁰⁰
--	--



CHECK ALL THAT APPLY

<input checked="" type="checkbox"/> New Installation <input type="checkbox"/> Alterations <input type="checkbox"/> Sealing <input type="checkbox"/> Emergency construction <input type="checkbox"/> Emergency alteration	Water System will serve: <input checked="" type="checkbox"/> Single-family dwelling <input type="checkbox"/> Multi-family dwelling* <input type="checkbox"/> Pond* <input type="checkbox"/> Building*	<input checked="" type="checkbox"/> Well <input type="checkbox"/> Cistern <input type="checkbox"/> Spring <input type="checkbox"/> Pond <input type="checkbox"/> Hauled Water Storage Tank	<input type="checkbox"/> Existing well, New installation <input type="checkbox"/> Existing well <input type="checkbox"/> Cistern/Hauled Water Storage Tank <input type="checkbox"/> Other
--	---	--	--

***NOTE:** If the private water system will serve other than a single-family dwelling, detailed plans must also be submitted in compliance with rule 3701-28-03 of the Ohio Administrative Code.

PLEASE TYPE OR PRINT IN BALLPOINT PEN

Owner/Applicant JAMES & GLORIA RUNYON		Phone no. 740-967-6103
Mailing address 6057 VAN FOSSEN RD		
City JOHNSTOWN OHIO 43031		
Location of property BENNINGTON TWP.		State Ohio
Street address of property 6017 VAN FOSSEN RD		Zip 43031
Private water system contractor** Dates Wells Drilling		Township BENNINGTON
		Registration no. 119
		Phone no. 740-967-6103

****NOTE:** The name of the Private Water Systems contractor must be provided to the local health district before the installation of the well, spring, cistern or pond per DAC 3701-28-03.

SITE PLAN MUST BE ATTACHED TO THIS FORM

NOTICE TO APPLICANT: It may be to your advantage to read the rules governing Private Water Systems, Chapter 3701-28 of the Ohio Administrative Code. This application will not be processed until the site plan is complete and this form bears the signature of the applicant and is accompanied by the appropriate fee.

I/we, the undersigned, hereby agree to install, construct, develop or alter the private water system named in this permit application in accordance with the attached site plan and all other applicable rules.

I/we also understand that the issuance of this permit is conditioned upon the right of the department to enter upon the premises of the private system named in this permit at any reasonable time prior to, during, or after completion of the work specified in this permit for the purpose of determining compliance with Chapter 3701-28 of the Ohio Administrative Code.

Owner/Applicant signature <i>James Runyon</i>	Date 8-17-2000
--	--------------------------

DO NOT WRITE BELOW THIS LINE

Permit approved by (Registered sanitarian signature required) <i>Carl...</i>	Date (Permit expires one year from this date) 8-21-00
---	---

Variance requested <input type="checkbox"/> yes <input type="checkbox"/> no	Approved <input type="checkbox"/> yes <input type="checkbox"/> no	Date
--	--	------

Permit Extension Approved by	Date approved
---------------------------------	---------------

SEE COMMENTS ON BACK.

302824

**Private Water System
Administrative Summary
HEALTH DEPARTMENT USE ONLY**

I. Well Log

Date received. 11-6-00	Well log submitted by Gates	Well log no. 911056
---------------------------	--------------------------------	------------------------

II. Completion Forms

Date received. 11-6-00	Completion form submitted by Jan	Registration no. 119
---------------------------	-------------------------------------	-------------------------

III. Site Inspection

Site inspection performed by Chad Brown	Date(s) 5-10-01	Worksheet attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Comments		

IV. Water Sample

Bacteria Sample	Collected by	Date	Sample collection point	Results
Bacteria Sample One	Chad Brown	5-10-01	Kitchen Sink	Neg.
Bacteria Sample Two				
Bacteria Sample Three				
Nitrate Pre-screened	Chad Brown	5-10-01	Kitchen Sink	Neg.
Nitrate Laboratory				
Comments				

V. System Status

<input checked="" type="checkbox"/> System approved by Chad Brown	Date 5-15-01
<input type="checkbox"/> System disapproved by	Date
Reason	

VI. Variance

Comments

Ohio Department of Health Application/Permit for Private Water System Site Plan

Health district <i>VS</i>	Permit number <i>1001</i>
Owner/Applicant <i>JAMES & GEORGE V RAYSON</i>	
Location of property <i>6117 FAIR FOSDYCK RD J. OHN. TOWN COLUMBIA TWP OH</i>	
Site plan prepared by	

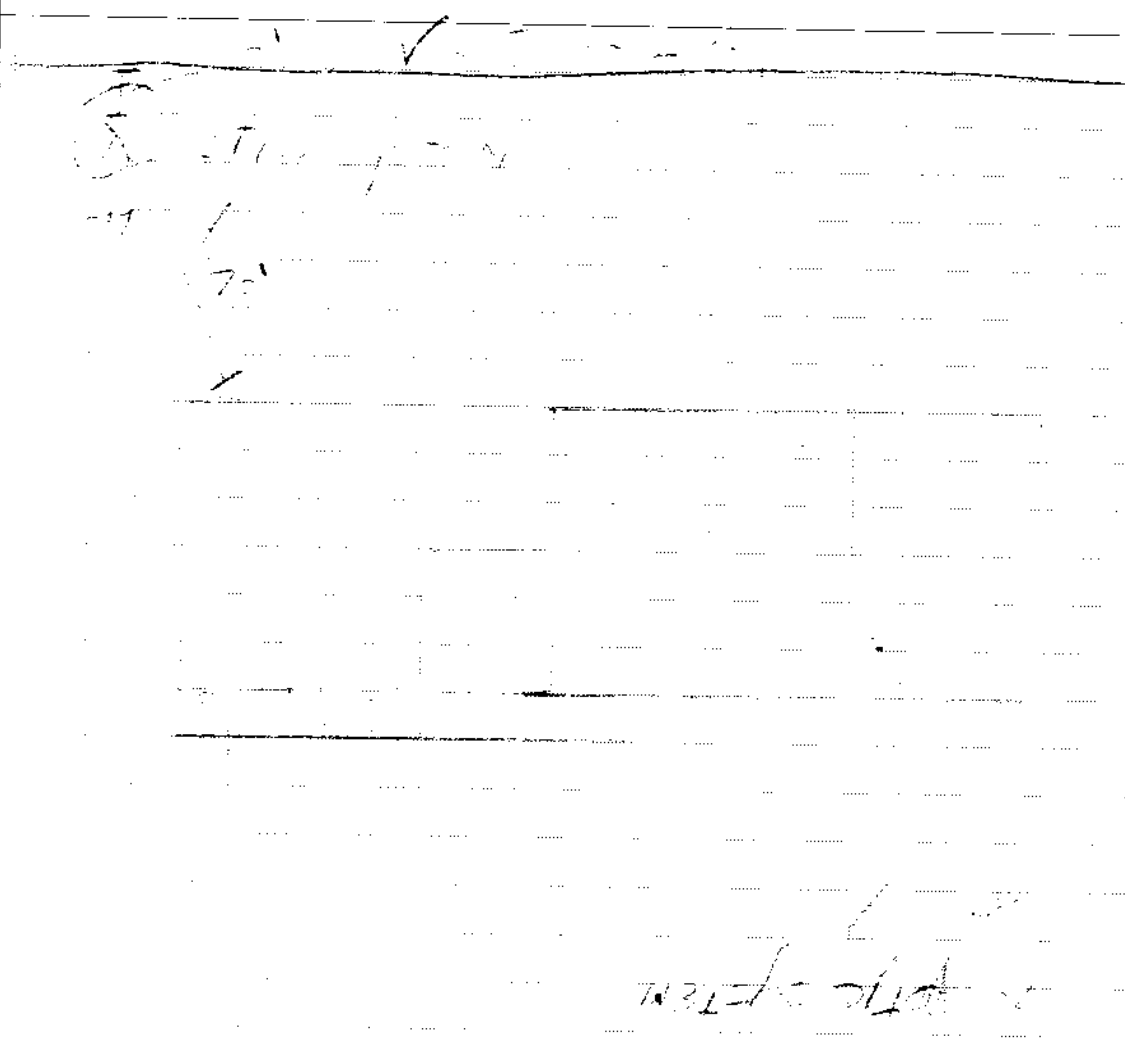
Clearly indicate the location or area of the proposed or existing private water system.
Please indicate scale.

↑ North

Indicate distances between water source and the following existing or proposed items on the map on left:

Check List

- Location of PWS or Test Hole
- Road right-of-ways
- Existing or properly sealed water wells
- Above or below ground storage tanks
- Property lines
- Public roadways
- Driveways
- Easements
- Sewer lines
- Sewage disposal systems
- Buildings
- Houses
- Barn or feed lots
- Outbuildings
- Oil and gas wells
- Streams, lake, ponds and ditches
- Manure ponds, lagoons or piles
- Lot lines
- Land fills
- Other possible sources of contamination



WELL - 10' dia

Comments

RECEIVED

SEP 17 1999

PLEASE NOTE: Any changes to the site plan must be approved by the local health district



PRIVATE WATER SYSTEM Well / Pump COMPLETION FORM

This form must be completed and returned to the health district or other governing agency prior to final approval of the private water system. This form is required according to Ohio Revised Code 3701.34, 3701.44 and Ohio Administrative Code 3701-28-03 and must be submitted within thirty (30) days of completion of work.

System's Permit Number: 5629 Date of Completion: 10-31-06 County: Licking

Owner: James & Gloria Runyon Phone: (740) 967-6103

Mailing Address: 6057 Van Fossen Rd Township: Bennings Twp

City: Johnstown State: Oh Zip: 43031

Address of Property: 6017 Van Fossen Rd - Johnstown

Type of System: Well Pond Spring Cistern Hauled Water Storage

Registered Private Water Systems Contractor: Gates Well Drilling - Lyman Gates

Registration Number: 60119

Work Completed - Installation of: Pitless Adapter Pump Disinfection Equipment

Other Components Describe: _____

Installation Details:

Pitless Adapter: Pitless Unit:

Manufacturer: Dickens NSF/ANSI/ASTM Number: _____

Depth below grade: 3 Ft./In. Style: Clear-way: Pull-through: Other: _____

Method of cutting hole in casing: Torch

Method of attachment to casing: Bolted

Method of attaching casing extension (if applicable): _____

Final casing height above finished grade: 12 inches.

Pump:

Submersible: Jet: Hand Pump: Other: _____

Manufacturer: STA-Rite HP: 1 Capacity: 16 GPM

Depth of pump setting or intake: 220 FT

Disinfection Equipment: See reverse for details



LICKING COUNTY HEALTH DEPARTMENT

675 PRICE RD., NEWARK OH 43055

(740) 349-6475, 1-888-838-0219

FAX (740) 349-6510

17 200

HOUSEHOLD SEWAGE TREATMENT SYSTEM PERMIT APPLICATION

TOWNSHIP JEFFERSON INSTALLATION AND OPERATION ALTERATION
 ADDRESS 6057 VAN FOSSEN RD CITY Johnstown ZIP 43031
 OWNER NAME JAMES & GLORIA FUGGIN APPLICANT JAMES & GLORIA F
 ADDRESS 6057 VAN FOSSEN RD ADDRESS Same
 CITY Johnstown Ohio ZIP 43031 CITY _____ ZIP _____
 PHONE 740-967-6103 PHONE _____

THIS APPLICATION IS NOT APPROVED UNLESS A PERMIT NUMBER IS PRESENT AT THE BOTTOM OF THE PAGE. A LATE FEE OF \$75 WILL BE ASSESSED AND LEGAL ACTION MAY BE INITIATED IF INSTALLATION OR ALTERATION IS BEGUN WITHOUT A VALID PERMIT. PERMIT EXPIRES AFTER ONE YEAR. RENEWAL OF OPERATING PERMITS MAY BE REQUIRED. NO SYSTEM MAY BE BACKFILLED WITHOUT A FINAL INSPECTION.

NUMBER OF UNITS <u>1</u> 2 3 # BEDROOMS <u>4</u> A to Z INSTALLER <u>John Bick</u> LOT SIZE <u>60</u> ACRES WATER - PUBLIC / PRIVATE	PRIMARY TREATMENT <input checked="" type="checkbox"/> SEPTIC <input type="checkbox"/> AEROBIC CAPACITY <u>2000 gal</u> SUPPLIER _____ SECONDARY TREATMENT <input checked="" type="checkbox"/> LEACHING <u>1600</u> FT <input type="checkbox"/> SSS FILTER _____ SQ FT <input type="checkbox"/> E/T MOUND _____ FT <input type="checkbox"/> SAND MOUND _____ FT <input type="checkbox"/> DRY WELL _____ GAL <input type="checkbox"/> MANUFACTURED FILTER TYPE _____ <input type="checkbox"/> OTHER	TERTIARY TREATMENT <input type="checkbox"/> CHLORINATOR OTHER DEVICES <input checked="" type="checkbox"/> 8" INSPECTION WELL <input checked="" type="checkbox"/> CURTAIN DRAIN <input type="checkbox"/> CD LIFT PUMP <input type="checkbox"/> EFFLUENT PUMP <input type="checkbox"/> CONTURE SYSTEM <input checked="" type="checkbox"/> OTHER <u>Divider Box</u> GPS LAT _____ LON _____
SITE EVAL# _____ SOIL TYPE <u>AmO2</u> SOIL RATING <u>Severe</u> <input checked="" type="checkbox"/> SOIL ABSORPTION collector <input type="checkbox"/> DISCHARGE <input type="checkbox"/> STREAM <input type="checkbox"/> TRENCH <input type="checkbox"/> DITCH <input type="checkbox"/> SWALE	SKETCH PLAN 	

SKETCH PLAN
 House
 2000 gal.
 Collector Tile
 8" Insp Port (well cover)
 2000 gal.
 25" sub 4"
 House
 Drive
 Van Fossen Rd.

FEE: \$150 DATE PD _____ RECEIPT # _____ REINSPECTION \$50 PD _____
 PERMIT # 5694 ISSUED BY John Bick DATE 8-21-00 EXPIRED
 FINAL: APPROVED DISAPPROVED SANITARIAN John Bick DATE 9-26-01
 APPROVAL IS BASED ON CONDITIONS OBSERVED AT THE TIME OF INSPECTION, AND IS NOT A GUARANTEE OF FUTURE PERFORMANCE.



LICKING COUNTY HEALTH DEPARTMENT
 675 PRICE ROAD - NEWARK, OHIO 43055
 740-349-6535 - FAX 740-349-6510
PLUMBING PERMIT APPLICATION

DATE ISSUED	10-25-00	PERMIT NO.	1306113
PLANS APPROVED	10-25-00	CHECK NO.	7832
APPROVED BY		DATE	TEST
STORM DRAIN			rev LT
UNDERGROUND	LT	11/29/00	12/4/00
ROUGH-IN			rev
FINAL	LT	3/9/01	LT 3/2/01
REINSPECTION DATE			

PERMITS LEFT DORMANT FOR MORE THAN ONE YEAR ARE SUBJECT TO REVIEW AND REVOCATION.

JOB ADDRESS	6017 VAN FOSSEN RD
OWNER'S NAME	JAMES M. RUNYON
ADDRESS	6057 VAN FOSSEN RD
CITY	JOHNSTOWN
OWNERS PHONE NO.	740-967-6103
STATE	Ohio

BUILDING	NEW <input checked="" type="checkbox"/>	OLD <input type="checkbox"/>
BUILDING USE	House	
TOWNSHIP	Bennington	
SUBDIVISION		

	QTY.		QTY.
WATER CLOSET (Toilets)	3	MOP SINK	
BATH TUB	2	FLOOR DRAIN	
LAVATORIES	3	URINAL	
SHOWER	1	SHAMPOO BOWLS	
SINK (Kitchen)	1	BAR SINK	
UNDRY TUB	1	SEWAGE EJECTOR	
WASHING MACHINE	1	INTERCEPTER	
WATER HEATER	1	DRINKING FOUNTAIN	
INDIRECT WASTE		DISHWASHER	1

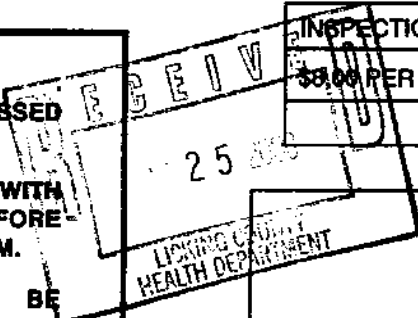
	QTY.		QTY.
GARBAGE DISPOSAL			
WATER SOFTENER	1		
ROOF DRAINS			
SODA DISPENSING			
ICE MACHINE			
BACKFLOW PREVENTER			
OTHER			

PLEASE READ THIS INFORMATION...

A REINSPECTION FEE OF \$50.00 WILL BE ASSESSED WHENEVER A REINSPECTION IS NECESSARY.

ISOMETRIC DRAWING MUST BE SUBMITTED WITH THIS APPLICATION AND APPROVED BEFORE PERMIT IS ISSUED. SEE REVERSE SIDE OF FORM.

NO PORTION OF ANY BUILDING SHALL BE OCCUPIED UNTIL FINAL AIR TESTS AND INSPECTIONS HAVE BEEN MADE AND APPROVED.



INSPECTION FEE		\$50	00
\$8.00 PER FIXTURE	15	120	00
TOTAL		170	00

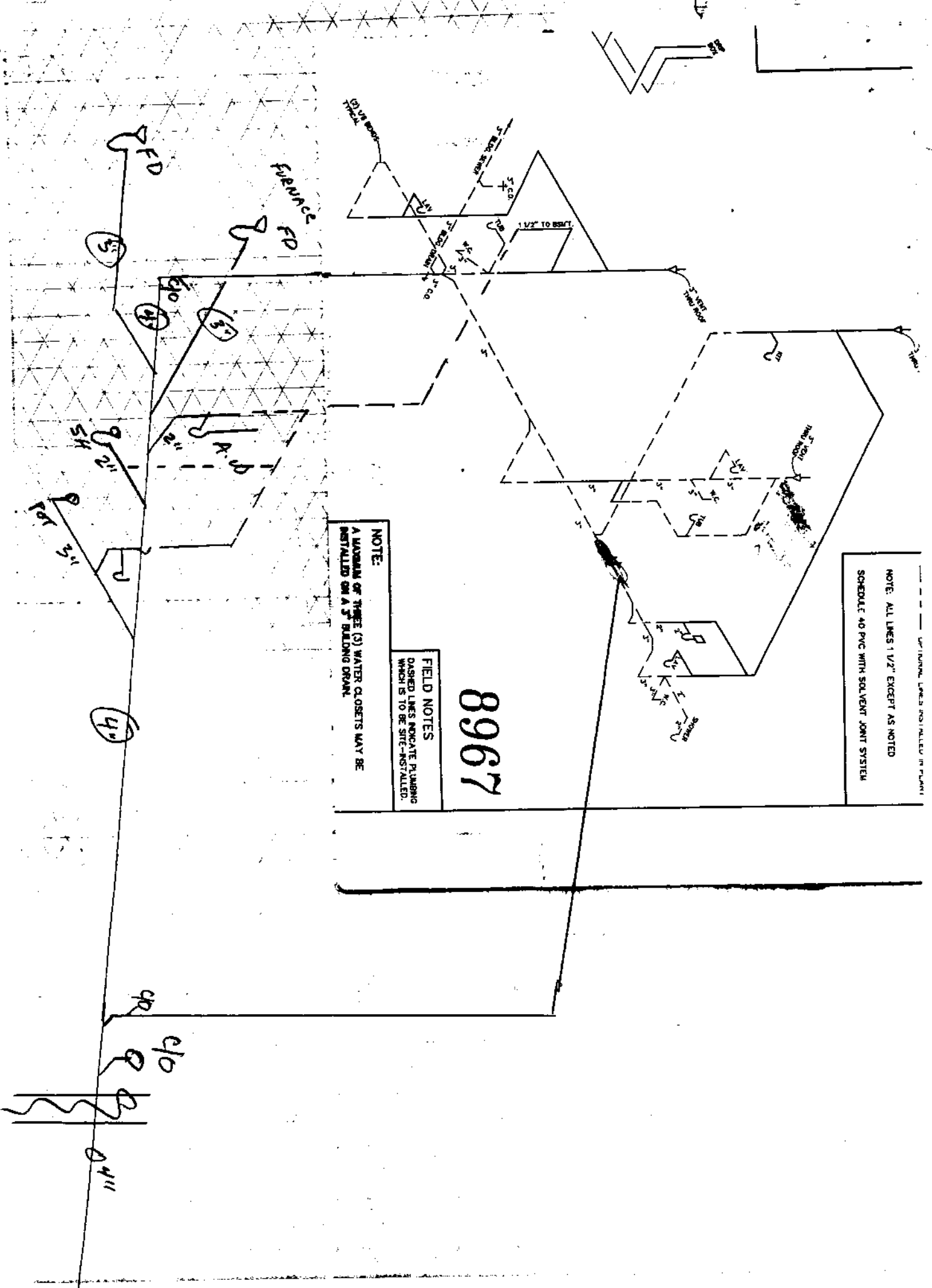
The undersigned hereby applies for a permit to do plumbing conforming to and for the inspection thereof as provided in Sec. 3703-99, inclusive of the Revised Code, and the Ohio Administration Code 4101:2-51.

TOLL # 1-888-838-0219

COMMENTS

2T 115' or less

APPLICANT'S NAME		JAMES M. RUNYON			
ADDRESS				6057 VAN FOSSEN	
CITY		JOHNSTOWN		Ohio	
TELEPHONE NO.		740-967-6103		DATE	
				10-25-00	
Signature of Applicant or Authorized Agent					



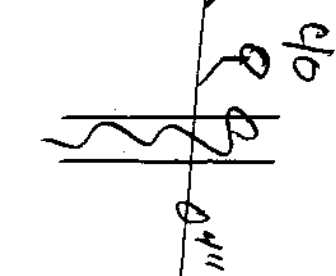
UPPER LINE IS NOT ALLEYS IN PLUMBING

NOTE: ALL LINES 1/2" EXCEPT AS NOTED
 SCHEDULE 40 PVC WITH SOLVENT JOINT SYSTEM

8967

FIELD NOTES
 DASHED LINES INDICATE PLUMBING WHICH IS TO BE SITE-INSTALLED.

NOTE:
 A MAXIMUM OF THREE (3) WATER CLOSETS MAY BE INSTALLED ON A 3" BUILDING DRAIN.



LICKING COUNTY HEALTH DEPARTMENT

AFFIDAVIT

State of Ohio:

: SS:

Licking County:

Now comes James M Runyon herein and having been duly cautioned and sworn; states as follows:

- 1) That he/she is or will be a resident of Licking County, Ohio.
- 2) That he/she is the owner of the premises and is / will be the occupant of said residence located at 6017 Van Fossen Rd.
- 3) That he/she has made application to the Licking County Health Department to install, or alter, a plumbing system (drain, waste, vent or water line) on said above stated premises according to said application.
- 4) That he/she will perform the work himself/herself; that he/she has all equipment available to install the plumbing and everything needed to make proper tests; that he/she has the proper equipment and ability to perform said work in accordance with the provisions of Chapter 3703 of the Ohio Administrative Code, as if specifically rewritten herein, and in complete compliance with the permit issued by the Licking County Health Department.
- 5) That this affidavit is made so that the Licking County Health Department may issue a permit for the performance of this work to this affidavit according to the application filed.
- 6) Further affidavit sayeth naught.

James M Runyon
Affiant

Sworn to and subscribed in my presence this 25th day of October, 20 00.

Barbara L Bailey
Notary Public

BARBARA L. BAILEY
Notary Public, State of Ohio
My Commission Expires 11/15/02

R. Joseph Ebel, R.S., M.S.
Health Commissioner



(740) 349-6535
1-888-838-0219
(740) 349-6474 WIC
(740) 349-6475 Environmental
(740) 349-6476 Nursing
(740) 349-6510 FAX

Licking County Health Department

675 Price Road

Newark, Ohio 43055-9546

December 7, 2000

James Runyon
6057 Van Fossen Road
Johnstown, Ohio 43031

Dear Sir:

The re-inspection for: 6017 Van Fossen Road

Permit # 1306113

Date of inspection: 11/29/00

Date of re-inspection: 12/04/00

Re-inspection fee is \$50.00

Please make checks payable to the Licking County Health Department.

Please remit this fee as soon as possible so no other inspection will be delayed.

Thank you,

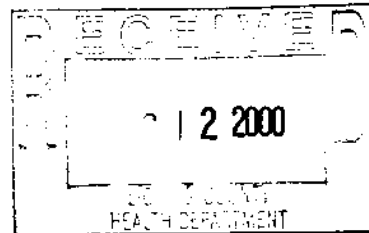
Lonnie Taylor
Plumbing Inspector

LT/sa

Date received:

Check # 7892

167



R. Joseph Ebel, R.S., M.S.
Health Commissioner



(740) 349-6535
1-888-838-0219
(740) 349-6474 WIC
(740) 349-6475 Environmental
(740) 349-6476 Nursing
(740) 349-6510 FAX

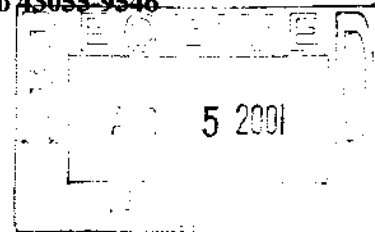
Licking County Health Department

675 Price Road

Newark, Ohio 43055-9546

March 14, 2001

James Runyon
6057 Van Fossen Road
Johnstown, Ohio 43031



Dear Sir:

The re-inspection for: 6017 Van Fossen Rd

Permit # 1306113

Date of inspection: 03/09/01

Date of re-inspection: 03/19/01

Re-inspection fee is \$50.00

Please make checks payable to the Licking County Health Department.

Please remit this fee as soon as possible so no other inspection will be delayed.

Thank you,

Lonnie Taylor
Plumbing Inspector

LT/sa

Date received:

Check # 8022