

# LOWELL OHIO

## ONLINE ONLY REAL ESTATE AUCTION

**2 or 3 BEDROOMS – 1 BATH HOME – 3 CAR DETACHED GARAGE – LIVING ROOM – FAMILY ROOM – FENCED IN YARD – GFA/CA – MAKE GOOD INVESTMENT HOME – STARTER HOME – RETIREMENT HOME – OPPORTUNITY KNOCKS!!!**

BIDDING WILL BEGIN TO CLOSE ON:  
**THURSDAY, APRIL 27TH @ 7:00 P.M.**

**309 4TH STREET – LOWELL, OHIO 45744**



**TERMS ON REAL ESTATE:** There will be a 10% Buyer's Premium added to the final bid price to determine the contract price. Successful purchaser will be required to deposit a \$2,500.00 non-refundable deposit within 24 hours of auction's end, with the balance due at closing – within 45 days. Property sells "As-Is/Where-Is" w/ no warranties implied or expressed. Property sells w/no contingencies, financing or otherwise. Secure Title will be handling the closing.

**OPPORTUNITY KNOCKS** w/ this 2 or 3 bedroom, 1 bath home that was most recently used as a rental property. This home features over 1000 square feet of living area. The main floor has a living room, a family room, eat-in kitchen, and two bedrooms. The attic is finished and would make a 3rd bedroom or another area. The home has a fenced in backyard. This home also has central air and a gas forced air furnace. Also on this property is a 24' x 32' detached 3-car garage that most recently used as a motorcycle repair shop. Possibilities are abundant with this property. This home would make an excellent starter home, retirement home, or a rental. You will want to check out this home and garage located in the quaint Village of Lowell. **OPPORTUNITY KNOCKS!!!**

**INSPECTION DATES**  
**TUESDAY, APRIL 18TH FROM 4:30 TILL 6:00 P.M.**  
**TUESDAY, APRIL 25TH FROM 4:30 TILL 6:00 P.M.**

OWNER: HARMAR INVESTMENTS LLC

**TO BID, GO TO:**

**[WWW.EDANDBENSCHAFER.COM](http://WWW.EDANDBENSCHAFER.COM)**

AUCTION CONDUCTED BY:

**ED AND BEN SCHAFFER AUCTIONEERS, LLC.**

**BEN SCHAFFER REALTY**

**BEN SCHAFFER, AUCTIONEER/BROKER – 740-584-7253**

**[WWW.EDANDBENSCHAFER.COM](http://WWW.EDANDBENSCHAFER.COM)**

**740-305-5054**



**BY REGISTERING FOR A BID NUMBER AT THIS REAL ESTATE AUCTION,  
I HEREBY BY CERTIFY THE FOLLOWING:**

1. I have received the bidder's packet of pertinent information.
2. I have read the bidder's packet and agree to participate in the auction under the terms set forth.
3. I acknowledge that Ben Schafer Realty and Ed and Ben Schafer, Auctioneers are representing the seller only in this transaction.
4. I certify that I have sufficient funds to meet the down payment requirements called for in the terms of the auction.
5. I have fully examined the purchase contract and fully understand that the conditions there-in are those of a legally binding contract which both parties are obligated to fulfill.
6. I understand that I am purchasing this real estate at auction, and it is being sold "as-is, where-is" w/ no warranties implied or expressed, and that my bid is treated as a cash offer with no contingencies concerning financing, inspections, or anything else.
7. I understand that announcements made at the time of the auction will take precedence over any or all printed material, and that the conduct of the auction and increments of bidding are at the sole discretion of the auctioneer.
8. I understand and agree that in the event that I am the successful bidder, I will sign the Purchase Contract, Agency Disclosure forms, Lead Based Paint forms, and any other forms required by the Ohio Department of Commerce, Real Estate Division.
9. I understand that if I fail to complete this transaction within the terms of the auction, **THE DOWN PAYMENT WILL BE FORFEITED – NO EXCEPTIONS!!!**

**Printed Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Home Phone** \_\_\_\_\_ **Cell Phone** \_\_\_\_\_

**E-Mail** \_\_\_\_\_

**Driver's License #** \_\_\_\_\_ **Registration #** \_\_\_\_\_

**Would you like added to our mailing list?** Yes \_\_\_\_\_ No \_\_\_\_\_

**May we contact you concerning other listings we have for sale?** Yes \_\_\_\_\_ No \_\_\_\_\_

**Signature of Registrant** \_\_\_\_\_ **Date** \_\_\_\_\_



# BEN SCHAFER REALTY ED AND BEN SCHAFER, AUCTIONEERS

536 MAIN ST. • CALDWELL, OHIO  
740-305-5054 740-584-SALE 740-732-6745

[www.benschaferrealty.com](http://www.benschaferrealty.com)  
[www.edandbenschafer.com](http://www.edandbenschafer.com)

**“CALL US FOR ALL YOUR REAL ESTATE OR  
AUCTIONEERING NEEDS!!!”**



April 27<sup>th</sup>, 2023

The undersigned, hereinafter called the **Purchaser(s)**, hereby offer and agrees to purchase from the undersigned **Seller(s)**, the following described premises:

309 4<sup>th</sup> Street – Lowell, Ohio 45744 having a parcel # of 020006228000 being Lot No. 20 in Block 11 in said Village of Lowell, County of Washington, and State of Ohio now being owned by Harmar Investments LLC and being more fully described together with all hereditaments, appurtenances, rights, privileges and easements thereunto belonging, but subject to all legal highways, zoning ordinances, easements, restrictions, and conditions of record.

The consideration shall include all buildings, fixtures, and equipment (provided on property), including but not limited to: Built-in appliances, heating, central air conditioning and humidifying equipment and their control apparatus, water softening equipment (unless leased), water heater (unless leased), roof antennae, stationary tubs, well pumps, curtain & drapery rods, blinds, awnings, attached mirrors and light fixtures, bathroom & lavatory fixtures, storm and screen doors & windows, garage door openers and controls, attached fireplace equipment, gas, oil and wood heaters, smoke alarms, security systems and controls (unless leased), doorbell and chimes, attached carpeting and floor coverings, exterior plants & trees and the following: N/A

**1. PRICE:** Purchaser(s) agrees to pay the sum of a bid price of \_\_\_\_\_ plus a buyer's premium in the amount of \_\_\_\_\_ for a total contract price of \_\_\_\_\_ - (\$ \_\_\_\_\_)

(A) On the following terms: **THERE WILL BE A 10% BUYERS PREMIUM ADDED TO THE FINAL BID PRICE TO DETERMINE THE CONTRACT PRICE. SUCCESSFUL PURCHASER(S), WILL BE REQUIRED TO PAY A \$2,500.00 NON-REFUNDABLE DEPOSIT DOWN WITHIN 24 HOURS OF AUCTION ENDING, WITH THE BALANCE DUE WITHIN 45 DAYS. PROPERTY SELLS “AS-IS, WHERE-IS” W/ NO WARRANTIES IMPLIED OR EXPRESSED. PROPERTY SELLS W/ NO CONTINGENCIES, FINANCING OR OTHERWISE. SECURE TITLE WILL HANDLE THE CLOSING.**

**2. TITLE/DEED:** Seller(s) shall convey to Purchaser(s) marketable title in fee simple by transferable and recordable **Warranty Deed** with appropriate release of dower, free and clear of all liens and encumbrances except: (a) those created by or assumed by Purchaser(s); (b) zoning ordinances; (c) legal highways; (d) covenants, restrictions, conditions and easements of record and easements in place and in use which do not unreasonably interfere with present lawful use. It is the Purchaser's responsibility to determine that any conditions, covenants, easements or restrictions are suitable for his intended use of the property, title work has been completed – it is the responsibility of purchaser to pay for title search. If evidence of title in the form of a lender's title insurance policy, owner's title insurance policy or attorney title opinion is required, Purchaser(s) shall provide such evidence at Purchaser's expense. If Purchaser(s) or Purchaser's lender desires/requests a survey and/or appraisal, Purchaser(s) shall pay cost thereof. (Surveys required by Auditor's office, for or because of transfer, shall be paid for by the Seller(s). 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 accepted in this Purchase contract. Seller(s) shall within thirty (30) days after written notice thereof, remedy or remove the defect, lien, encumbrance, easement, condition, restriction or encroachment or obtain title insurance without exception therefore. At closing Seller(s) shall sign an affidavit with respect to off-record title matters in accordance with the community custom.

**3. TAXES AND ASSESSMENT** shall be pro-rated to the date of delivery of deed, based on the latest available rates and valuations, and all agricultural use tax recoupments for year through the date of closing. Purchaser(s) to pay agricultural use tax recoupments, if necessary. Seller(s) warrants that no improvement services (site or area) have been installed, furnished or notification received from any public authority which may be assessed against the real estate.

Purchaser(s)/Seller(s) acknowledge there are 3 pages to this entire contract.

Purchaser(s) Initial \_\_\_\_\_ Initial \_\_\_\_\_  
Seller(s) Initial \_\_\_\_\_ Initial \_\_\_\_\_



**PROPERTY ADDRESS: 309 4<sup>th</sup> Street – Lowell, Ohio 45744**

**4. RENTS AND INTEREST** on any assumed mortgage shall be pro-rated to the date of delivery of deed. Security deposits to be transferred to **Purchaser(s)**. Utilities (including but not limited to propane gas or heating oil) will be pro-rated to the date of closing or date of vacating, whichever is later.

**5. DAMAGE OR DESTRUCTION OF PROPERTY:** Seller(s) shall bear the risk of loss of the real estate and appurtenances until closing provided that if any buildings or other improvements on the subject premises are damaged or destroyed, prior to the delivery of the deed, then the said **Purchaser(s)** shall have the option of accepting the proceeds of any insurance payable, not to exceed the contract price, or of terminating this contract, in which case, all funds, and documents shall be returned to the parties depositing them and this contract shall be null and void. If **Purchaser(s)** shall not make such election within 15 days after receiving notice of such damage or destruction, the **Purchaser(s)** shall be presumed to have elected to complete the transaction.

**6. INSPECTIONS:** ***THIS PROPERTY SELLS "AS-IS, WHERE-IS" W/ NO WARRANTIES IMPLIED OR EXPRESSED. ANY DESIRED INSPECTIONS ARE AT SOLE COST AND DISCRETION OF PURCHASER, AND SHALL IN NO WAY AFFECT THIS PURCHASE CONTRACT. ANY INSPECTIONS REQUESTED BY THE PURCHASER'S LENDER THAT REQUIRE PERFORMANCE BEFORE LENDER CLOSES ON PROPERTY ARE THE SOLE RESPONSIBILITY OF THE PURCHASER, AND WILL NOT RELINQUISH THE CONTRACTUAL OBLIGATION OF THE PURCHASER.***

**7. TOXIC/HAZARDOUS SUBSTANCES:** The **Purchaser(s)** assumes all risk of loss, damage or injury which may arise as a result of, or may be in any way connected with, the presence or radon gas, asbestos or any other toxic or hazardous substance in or about the property. **Purchaser(s)** releases and indemnifies **Seller(s)**, **Broker(s)** and agents from and against any loss, with the property.

**8. HOME WARRANTY:** Home warranties **DO NOT COVER PRE-EXISTING DEFECTS or CONDITIONS.** Nor do they preclude the advisability of a home inspection. **Purchaser(s)** does \_\_\_\_\_ or does not \_\_\_\_\_ want a home warranty. The cost of said plan will be paid by the **Seller(s)** \_\_\_\_\_ **Purchaser(s)** \_\_\_\_\_. Warranty plan will be purchased at the cost of \$ \_\_\_\_\_, and shall be purchased from the Warranty company known as \_\_\_\_\_, and said plain will be purchased through: \_\_\_\_\_ (Real Estate Co.)  
(The Broker may receive compensation in connection with the sale of the Home Warranty Plan)

**9. FAIR HOUSING:** "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, 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, disability as defined in that section, or national origin, Military Status or to so discriminate in advertising the sale or rental of housing, in the financing of housing or in the provisional 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."

**10. SEX OFFENDER REGISTRATION AND NOTIFICATION LAWS:** In Ohio, sex offenders are required to notify sheriff's offices when they move into the area. Information regarding said notification may be obtained by contacting the local sheriff's office in Ohio. **Purchaser(s)** are relying on their own inquiry with the local sheriff's office as to registered sex offenders in the area and are not relying on the **Seller(s)** or any **REAL ESTATE AGENT** involved in the transaction.

**11. CLOSING** shall be at the office of **BEN SCHAFER REALTY** or \_\_\_\_\_ on or before **June 13<sup>th</sup>, 2023**. If closing is to be cash, the closing cost shall be paid by **Purchaser(s)**.

**12. POSSESSION:** Possession of the real estate shall be given to **Purchaser(s)** @ **CLOSING**.

**13. DURATION OF OFFER:** This offer is open for acceptance to and **including 4:00 P.M. – April 29<sup>th</sup>, 2023** and upon such acceptance, it shall become binding upon and accrue to the benefit of the **Purchaser(s)** and **Seller(s)** and their respective heir, executor, administrators and assigns. This contract shall be governed by the laws of the State of Ohio. Any amendments or modifications hereof, must be in writing and signed by the parties.

**Purchaser(s)/Seller(s)** acknowledge there are 3 pages to this entire contract.

<b>Purchaser(s)</b>	Initial _____	Initial _____
<b>Seller(s)</b>	Initial _____	Initial _____

**PROPERTY ADDRESS: 309 4th Street – Lowell, Ohio 45744**

**14. DEFAULT:** Purchaser(s)/Seller(s) understand this to be a legally binding contract requiring performance. If the provisions are not understood, legal advice should be obtained.

**15. EARNEST MONEY:** any money deposited with Broker by the Purchaser(s) shall be returned to Purchaser(s), upon Purchaser's request, if no contract shall have been entered into. Upon acceptance of this contract by both parties, Broker shall deposit such amount in its trust account to be disbursed, subject to collection by Broker's depository, as follows: (s) if Seller(s) fails or refuses to perform, or any contingency is not satisfied or waived, the deposit shall be returned, (b) deposit shall be applied on purchase price or returned to Purchaser(s) when transaction is closed; if Purchaser(s) fails or refuses to perform, this deposit shall be paid to (Seller), which payment, or the acceptance thereof, shall not in any way prejudice the rights of Seller(s) or Broker(s) in any action for damages or specific performance. The Broker shall retain the deposit until (1) Purchaser(s) and Seller(s) have signed Earnest Money Mutual Release unless for non-performance by purchaser, (2) disposition has been ordered by final court order, or (3) Broker deposits said amount with a court pursuant to applicable court procedures.

If within two years from the date the earnest money was deposited in the Broker's trust account, and the Purchaser and Seller have not provided the Broker with, signed instructions as to how to dispose of said earnest money or written notice that a court action to resolve the dispute has been filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller.

**WE HEREBY ACKNOWLEDGE RECEIPT OF SAID DEPOSIT OF \$ \_\_\_\_\_ WHICH SHALL BE DEPOSITED IN BROKER'S TRUST ACCOUNT UPON ACCEPTANCE OF CONTRACT.**

RECEIVED BY \_\_\_\_\_ Date \_\_\_\_\_

**Ben Schafer Realty**  
SELLING OFFICE

**Ben Schafer**  
SELLING AGENT

**Ben Schafer Realty**  
LISTING OFFICE

**Ben Schafer**  
LISTING AGENT

PURCHASER(S)

ADDRESS

TELEPHONE

DATE

OWNERSHIP/TITLE TO: \_\_\_\_\_

**ACTION BY SELLER(S):** The undersigned Seller(s) 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, (  ) rejects said offer, or (  ) counters offer according to the above modifications initialed and dated by Seller(s) or on the Addendum to Contract. Counter-offer shall become null and void if not accepted in writing on or before \_\_\_\_\_ o'clock (A.M.) (P.M.)

SELLER(S)

ADDRESS

TELEPHONE

DATE

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

**Lead Warning Statement**

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

**Seller's Disclosure**

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

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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

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

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

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

**Purchaser's Acknowledgment (initial)**

(c)  Purchaser has received copies of all information listed above.

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

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

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

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

**Agent's Acknowledgment (initial)**

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

**Certification of Accuracy**

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

<u>Keith Tuten</u>	dotloop verified 03/09/23 7:14 PM EST PH01-CWQV-UZNL-FOOW	_____	Seller	_____	Date
<u>[Signature]</u>	_____	_____	Purchaser	_____	Date
<u>[Signature]</u>	_____	<u>3/7/23</u>	Agent	_____	Date



# 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: 309 4th St. - COWELL, OH 45744  
 Buyer(s): \_\_\_\_\_  
 Seller(s): HARMAR INVESTMENTS LLC

## 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) BEN SCHAFER and real estate brokerage BEN SCHAFER REALTY 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 _____	BY <u>Keith Tuten</u>	dotloop verified 03/09/23 7:14 PM EST OCPN-0285-W7SQ-UIZ3
BUYER/TENANT _____	DATE _____	SELLER/LANDLORD _____	DATE _____

**TITLE SEARCH REPORT  
ISSUED BY  
TitleWave Real Estate Solutions**

THE ATTACHED TITLE SEARCH REPORT IS ISSUED FOR USE OF THE AGENT LISTED, HEREIN 'THE AGENT', A POLICY ISSUING AGENT FOR THE FIDELITY GROUP OF TITLE INSURANCE COMPANIES, HEREIN 'THE COMPANY', AND IS TO BE USED BY THE AGENT IN THE EXAMINATION AND DETERMINATION OF THE INSURABILITY OF TITLE TO THE PROPERTY DESCRIBED HEREIN IN CONJUNCTION WITH THE ISSUANCE OF THE COMPANY'S COMMITMENTS, POLICIES AND ENDORSEMENTS.

The Agent who examines this Title Search Report must follow all underwriting guidelines set forth in the underwriting manual and bulletins issued by the Company. The Agent is responsible for obtaining proper "High-Liability" approval, when applicable, in accordance with their agency contract. The agent is responsible for obtaining appropriate updates or continuations of this Title Search Report prior to the issuance of any commitment or policy in accordance with prudent underwriting practices and the Company's guidelines. The Agent is responsible for any errors, omissions, defect, liens, encumbrances or adverse matters not shown by this Title Search Report but known to or discovered by the Agent prior to the issuance of the Company's commitment, policy or endorsement.

The Title Search Report does not provide or offer any title insurance, liability coverage or errors and omissions coverage. No assurance is given as to the insurability or status of title. The Title Search Report does not insure or guarantee the validity or sufficiency of any documents attached, nor is it to be considered a title insurance commitment and/or title insurance policy, an opinion of title, an ownership and encumbrance report, a property information report, a guarantee of title or as any other form of guarantee or warranty of title and should not be relied upon as such.

LIABILITY UNDER THE ATTACHED TITLE SEARCH REPORT IS LIMITED TO THE LIABILITY UNDER THE COMPANY'S COMMITMENTS, POLICY OR POLICIES ISSUED PURSUANT TO THIS TITLE SEARCH REPORT. IN THE EVENT THE ATTACHED TITLE SEARCH REPORT IS USED FOR ANY PURPOSE OTHER THAN IN CONJUNCTION WITH THE ISSUANCE OF THE COMPANY'S COMMITMENTS, POLICIES OR ENDORSEMENTS, THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.



**TitleWave Real Estate Solutions**  
**TITLE SEARCH REPORT**

Order Number: 11019615  
Reference Number: STS15850

Secure Title Services Ltd.  
134 Columbus Road  
Athens, OH 45701  
Phone: 740-594-2600  
Fax: 740-594-2611

1. PERIOD SEARCHED:

The period covered in the search commenced with the Base Title as determined by Company and ends on: **March 10, 2023 at 6:59 AM**

2. Policy or Policies to be issued:

A. Policy to be Issued:

\_\_\_\_ 2006 ALTA Owner's Policy (12/01/2015)

\_\_\_\_ ALTA Homeowner's Policy (12/02/2013)

Proposed Insured:

Amount of Insurance:

B. Policy to be Issued:

\_\_\_\_ 2006 ALTA Loan Policy (10/01/2010)

\_\_\_\_ ALTA Short Form Residential Loan Policy Modified - Ohio (12/03/2012)

Proposed Insured:

Amount of Insurance:

3. The estate or interest in the land described or referred to in this report is:

**Fee Simple**

4. Last grantee of record for the period searched:

Harmar Investments, LLC, an Ohio limited liability company, by deed filed for record March 15, 2017 and recorded in OR Volume 609, Page 2356 of the Washington County Records.

## Title Search Report Mortgages, Liens, Other Title Defects

1. Payment of the full consideration to, or for the account of the grantors or mortgagors should be made.
2. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

Any instrument of conveyance creating an insured interest must comply with local rules on descriptions and conveyances pursuant to Sections 315.251 and 319.203 of the Ohio Revised Code.

NOTE: Legal Description contained on transfer deed must be verified with the County Auditor prior to closing of transaction for verification that legal description will pass transfer.

3. Payment of taxes, charges, and assessments levied and assessed against subject premises, which are due and payable.
4. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
5. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.
6. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
7. NOTE: Deed and/or legal description are subject to county and/or planning commission approval prior to filing. In some counties, this includes a digital review. For more information, contact the Washington County Auditor.
8. Receipt of proof of corporate status, or limited liability company status, or partnership status, and all agreement(s), and necessary consents, authorizations, resolutions, notices and corporate/partnership actions have been conducted, given or properly waived relating to the transaction to be insured, including entity resolution(s) authorizing and designating appropriate officers/members/or partners to execute any and all necessary documents.
9. Payment and Release of Mortgage from Keith E. Tuten and Tamara S. Tuten, husband and wife to The Waterford Commercial and Savings Bank, in the amount of \$40,107.50, and filed on February 15, 2017, and recorded in OR Volume 608, Page 2073, of the Washington County Records. (Prior Owner)

The mortgage set forth above is purported to be a "Credit Line" mortgage. It is a requirement that the Mortgagor of said mortgage provide written authorization to close said credit line account to the Lender when the mortgage is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this mortgage to the proposed mortgage to be recorded at closing.

**Title Search Report  
Easements, Restrictions and Other Matters Affecting Title Searched**

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon.
2. Assessments, if any, not yet certified to the County Auditor.
3. Rights or claims of parties other than Insured in actual possession of any or all of the property.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. No liability is assumed for tax increases occasioned by retroactive revaluation arising out of the change in land usage, on account of errors or omissions and changes in the valuation of the property by legally constituted authorities, or liability for tax increases based on the loss of any homestead exemption status for insured premises.
7. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) related to handicap, but does not discriminate against handicapped people.
8. Representations of the acreage or area in the property descriptions in Schedule A or on the survey, if any.
9. Covenants, conditions and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of an interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.
10. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy, pursuant to Ohio Revised Code Section 1509.31(D).
11. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
12. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by

**Title Search Report**  
**Easements, Restrictions and Other Matters Affecting Title Searched, continued**

endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

13. Taxes for the second half of 2022 and subsequent years are a lien, but are not yet due and payable.

The County Treasurer's General Tax Records for the tax year 2022 are as follows  
PPN 020006228000

Taxes for the first half are delinquent with additional interest and penalties there on, if any.

Taxes for the second half are a lien, not yet due and payable.

Per half amount \$257.25.

The above amount includes the following special assessment:

Assessment for 133 MWCD in the amount of \$3.00 per half year.

NOTE: If taxes are shown as unpaid or delinquent above, the county treasurer must be contacted for exact payoff figures.



**Title Search Report  
Legal Description**

Situated in the Village of Lowell, County of Washington, and State of Ohio to-wit:

Being Lot No. 20 in Block 11 in said Village of Lowell.

Subject to and having the benefit of all rights of way, easements, leases and restrictions, reservations and covenants of record.

Deed Reference: OR Volume 609, Page 2356

PPN: 020006228000



Matthew Livengood

County Auditor | Washington County, Ohio

SEARCH MAP INFO FORMS TOOLS

Search by Parcel, Owner or Address



Parcel

020006228000

510 - SINGLE FAMILY DWELLING ...

Address

309 FOURTH ST LOWELL OH 4...

LOWELL CORP

Owner

HARMAR INVESTMENTS LLC

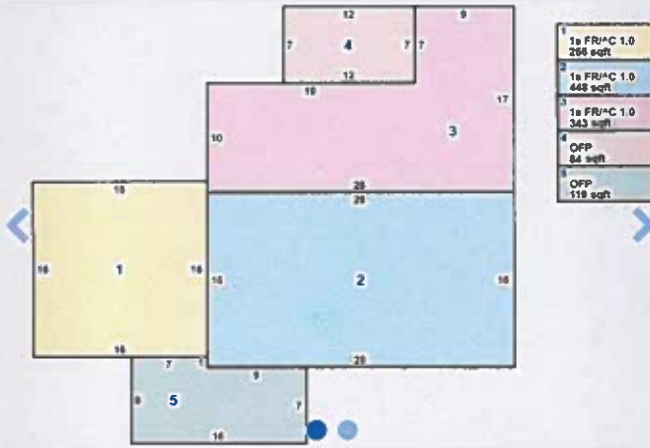
SOLD: 3/15/2017 \$0.00

Appraised

\$43,380.00

DEEDED ACRES: 0.000

Sketches



Mini Map



LOCATION VALUATION LEGAL RESIDENTIAL AGRICULTURAL COMMERCIAL SALES

LAND IMPROVEMENTS TAX

Navigation buttons: back, forward, 10 OF 10, PRC

Special Notice

None at this time.

Location

Parcel: 020006228000
Owner: HARMAR INVESTMENTS LLC
Address: 309 FOURTH ST LOWELL OH 45744
City / Township: LOWELL CORP
School District: FORT FRYE LSD

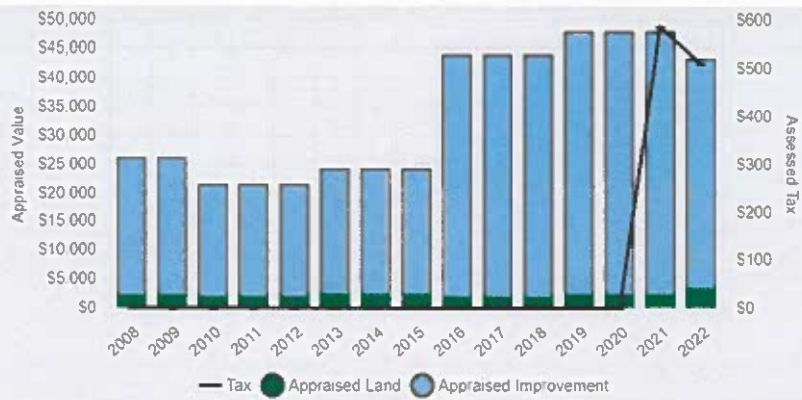
Mailing Address

Mailing Name: HARMAR INVESTMENTS LLC
Mailing Address: 200 BELLEVUE ST
City, State, Zip: MARIETTA OH 45750

Valuation

Table with 7 columns: Year, Land, Improvements, Total (Appraised 100%), Land, Improvements, Total (Assessed 35%). Rows for years 2017-2022.

Historic Appraised (100%) Values



### Legal

Legal Description Line 1	<b>BLK TI LOT 20</b>	Map Number	<b>002000</b>
Legal Description Line 2		Neighborhood	<b>4031</b>
Legal Description Line 3		Topography	<b>Standard</b>
Land Use Code	<b>510 Single family dwelling - Platted lot</b>	Standard Utilities	<b>Unknown</b>
Acres	<b>0.000</b>	Electric Utilities	<b>Public</b>
On CAUV	<b>False</b>	Gas Utilities	<b>Public</b>
Roads	<b>Unknown</b>	Water Utilities	<b>Public</b>
Sidewalks / Curbs	<b>True / False</b>	Sewer Utilities	<b>Public</b>
Homestead Reduction	<b>False</b>	Owner Occupied Reduction	<b>False</b>
Non-Business Reduction	<b>True</b>		

### Residential

#### Dwelling 1

Year Built	<b>1900</b>	Living Area	<b>1,047</b>
Year Remodeled		Finished Basement Area	<b>0</b>
Grade	<b>D-</b>	Air Conditioned Area	<b>1,047</b>
Condition	<b>F</b>	Unheated Area	<b>0</b>
Occupancy	<b>Single Family</b>	Total Rooms	<b>5</b>
Exterior	<b>Aluminum / Vinyl</b>	Total Bedrooms	<b>2</b>
Roof Type	<b>Gable</b>	Total Full Baths	<b>1</b>
Roof Material	<b>Shingles</b>	Total Half Baths	<b>0</b>
Value	<b>\$32,740.00</b>	Plumbing Fixtures	<b>0</b>
Number of Stories	<b>1</b>		

### Agricultural

No Agricultural Records Found.

### Commercial

No Commercial Building Records Found.

### Commercial Additions

No Commercial Addition Records Found.

### Yard Items

No Yard Item Records Found.

## Sales

Date	Buyer	Seller	Conveyance Number	Deed Type	Valid	Book/Page	Parcels in Sale	Amount
3/15/2017	HARMAR INVESTMENTS LLC	TUTEN KEITH E & TAMARA S		QC	False	/	1	\$0.00
2/15/2017	TUTEN KEITH E & TAMARA S	MILLER JAMIE L & ANISSA M	114	WD	True	/	1	\$49,500.00
10/31/2014	MILLER JAMIE L & ANISSA M	ARNOLD TABATHA R	977	JS	True	/	1	\$46,500.00
5/23/2011	ARNOLD TABATHA R	LANG DONNA	333	WD	True	/	1	\$38,000.00
2/15/1994	LANG DONNA	BURNETT, BETTY ANN AKA	97	WD	True	/	1	\$19,500.00
10/13/1993	BURNETT, BETTY ANN AKA		1093	ED	False	/	1	\$0.00

## Land

Land Type	Code	Frontage	Depth (F/R)	Depth %	Acres	Rate	Adj. Rate	Adj.	Total	Value
FR - Front/Rear	F - Front	52	139 / 0	108	0.1659	\$63.00	\$68.00	68	\$3,540.00	\$3,540.00
<b>Totals</b>					<b>0.1659</b>				<b>\$3,540.00</b>	<b>\$3,540.00</b>

## Improvements

Description	Size (LxW)	Area	Grade	Year Built	Value
Detached Pole Garage	32x24	768	C	1989	\$7,100.00
<b>Totals</b>					<b>\$7,100.00</b>

## Tax

2022 Payable 2023    2021 Payable 2022    2020 Payable 2021



	First Half	Second Half	Year Total
Gross Tax	\$488.95	\$488.95	\$977.90
Credit-HB 920 (1977)	-\$209.85	-\$209.85	-\$419.70
<b>Effective Tax</b>	<b>\$279.10</b>	<b>\$279.10</b>	<b>\$558.20</b>
Non-Business Credit	-\$24.85	-\$24.85	-\$49.70
Owner Occupancy Credit	\$0.00	\$0.00	\$0.00
Homestead Reduction	\$0.00	\$0.00	\$0.00
<b>Net General</b>	<b>\$254.25</b>	<b>\$254.25</b>	<b>\$508.50</b>
Net Special Assessment	\$3.00	\$3.00	\$6.00
CAUV Recoupment	\$0.00	\$0.00	\$0.00
Penalty General	\$0.00	\$0.00	\$0.00
Penalty Special Assessment	\$0.00	\$0.00	\$0.00
Interest General	\$0.00	\$0.00	\$0.00
Interest Special Assessment	\$0.00	\$0.00	\$0.00
Adjustment General	\$0.00	\$0.00	\$0.00
Adjustment Special Assessment	\$0.00	\$0.00	\$0.00
<b>Taxes Billed</b>	<b>\$257.25</b>	<b>\$257.25</b>	<b>\$514.50</b>
Penalties and Delinquencies	\$0.00	N/A	N/A
Prior Interest	\$0.00	N/A	N/A
<b>Balance</b>	<b>\$257.25</b>	<b>\$257.25</b>	<b>\$514.50</b>
Payments & Adjustments	-\$257.25	\$0.00	-\$257.25
<b>Owed</b>	<b>\$0.00</b>	<b>\$257.25</b>	<b>\$267.25</b>

\$ Pay Second Half

### Yearly Tax Value Summary

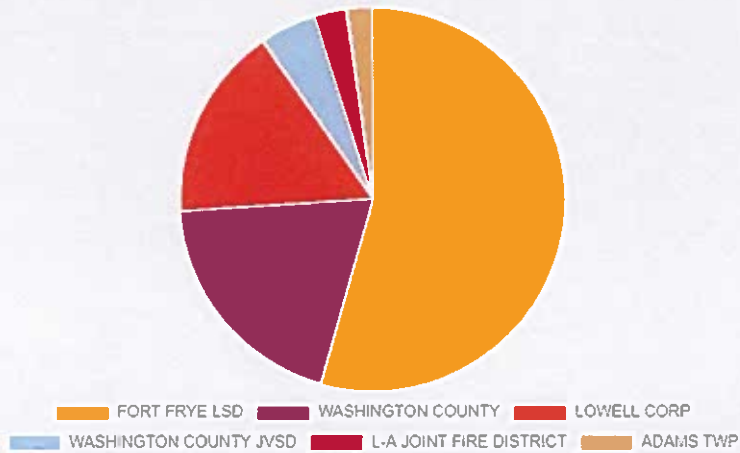
Year	Effective Tax	Net General	Taxes Billed
2022	\$558.20	\$508.50	\$514.50
2021	\$641.82	\$585.58	\$591.58
2020	\$0.00	\$0.00	\$0.00

Tax Payments

Payment Date	Receipt Number	Amount
3/10/2023	165267	\$257.25
8/8/2022	89204	\$295.79
3/11/2022	59982	\$295.79
7/7/2021	0	\$293.12
3/8/2021	0	\$293.12
8/11/2020	0	\$292.33
3/10/2020	0	\$298.45
8/5/2019	0	\$278.78
3/8/2019	0	\$278.78
8/2/2018	0	\$279.76
3/8/2018	0	\$279.76
2/15/2017	0	\$521.12
7/20/2016	0	\$151.52
2/26/2016	0	\$151.52
8/3/2015	0	\$149.17
2/20/2015	0	\$149.17
7/25/2014	0	\$152.28
3/7/2014	0	\$152.28
7/17/2013	0	\$147.31
2/15/2013	0	\$147.31

### Tax Distributions

2022 2021



Tax Unit Name	Levy Name	Amount	Percentage
ADAMS TWP	GENERAL FUND	\$12.14	2.17%
FORT FRYE LSD	1976 CURRENT EXPENSE	\$80.12	14.35%
FORT FRYE LSD	1978 CURRENT EXPENSE	\$27.99	5.01%
FORT FRYE LSD	1982 CURRENT EXPENSE	\$31.59	5.66%
FORT FRYE LSD	1994 CURRENT EXPENSE	\$41.38	7.41%
FORT FRYE LSD	2006 CURRENT EXPENSE	\$67.87	12.16%
FORT FRYE LSD	GENERAL FUND	\$54.66	9.79%
L-A JOINT FIRE DISTRICT	2004 FIRE & AMBULANCE/E.M.S.	\$14.52	2.60%
LOWELL CORP	2017 CURRENT EXPENSE*	\$45.66	8.18%
LOWELL CORP	GENERAL FUND	\$45.54	8.16%
WASHINGTON COUNTY	2003 MRDD #169 BD	\$28.08	4.67%
WASHINGTON COUNTY	2005 COUNTY HOME	\$17.02	3.05%
WASHINGTON COUNTY	2010 COUNTY PUBLIC LIBRARY	\$3.24	0.58%
WASHINGTON COUNTY	2011 SENIOR CITIZENS	\$8.05	1.44%
WASHINGTON COUNTY	2016 911 SYSTEM*	\$3.60	0.64%
WASHINGTON COUNTY	2017 BEHAVIORAL HEALTH*	\$5.89	1.02%
WASHINGTON COUNTY	2018 CHILDREN SERVICES*	\$6.25	1.12%
WASHINGTON COUNTY	GENERAL FUND	\$39.48	7.07%
WASHINGTON COUNTY JVSD	1976 CURRENT EXPENSE	\$19.73	3.53%
WASHINGTON COUNTY JVSD	1980 CURRENT EXPENSE	\$7.59	1.36%
<b>Totals</b>		<b>\$558.20</b>	<b>100%</b>

Special Assessments

Project Name	Year	Due		Collected	
		First Half	Second Half	First Half	Second Half
133 MWCD	2022	\$3.00	\$3.00	\$3.00	\$0.00
133 MWCD	2021	\$3.00	\$3.00	\$3.00	\$3.00

[Discrepancies / Questions About This Parcel?](#)

[ADMIN](#) [DISCLAIMER](#)

Data Last Processed:  
3/27/2023, 11:16:43 PM EDT

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# CONSUMER GUIDE TO AGENCY RELATIONSHIPS

## Ben Schafer Realty



We are pleased you have selected Ben Schafer Realty to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Ben Schafer Realty can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, 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 agents can offer and their options for working with you:

### **Representing the Sellers**

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and 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. In rare circumstances, a listing broker may offer "subagency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties.

### **Representing Buyers**

When purchasing 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 buyer's agency. A brokerage and agent that agree to represent 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 and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

### **Representing Both the Buyer & Seller**

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at [www.com.ohio.gov/real](http://www.com.ohio.gov/real).



### Working With Ben Schafer Realty

Ben Schafer Realty does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client, but Ben Schafer Realty and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. However, Ben Schafer Realty will still supervise both agents to assure that their clients are being fully represented.

While it is the policy of Ben Schafer Realty to allow a buyer and seller in the same transaction to be represented by two agents in our brokerage, it does not permit one agent to represent both parties. Therefore, a listing agent working directly with a buyer will represent only the seller's interests. The agent will still be able to provide the buyer with non-confidential information, prepare and present offers at their direction and assist the buyer in the financing and closing process. However, the buyer will represent their own interests. Because the listing agent has a duty of full disclosure to the seller, a buyer in this situation should not share any information with the listing agent that they would not want the seller to know. If a buyer wishes to be represented, another agent in Ben Schafer Realty can be appointed to act as their agent or they can seek representation from another brokerage.

The exception is when Ben Schafer, broker, is the listing agent. In this case Ben Schafer Realty will represent the seller only to ensure that a dual agency relationship is never developed.

### Working With Other Brokerages

Ben Schafer Realty does offer representation to both buyers and sellers. When Ben Schafer Realty lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. Ben Schafer Realty does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because Ben Schafer Realty shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead, that company will be looking out for the buyer and Ben Schafer Realty will be representing your interests.

When acting as a buyer's agent, Ben Schafer Realty also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

**Fair Housing Statement:** 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, 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. (Effective: 3/25/08)

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.

Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Name (Please Print)

*Keith Tuten*  
dotloop verified  
03/09/23 7:14 PM EST  
EGXA-2T4R-7EBV-PTTC

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date



Eff. 6/2022

STATE OF OHIO  
DEPARTMENT OF COMMERCE

**RESIDENTIAL PROPERTY DISCLOSURE FORM**



**Purpose of Disclosure Form:** This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

**THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).**

**Owner's Statement:** The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

**OWNER INSTRUCTIONS**

**Instructions to Owner:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials  Date \_\_\_\_\_  
Owner's Initials  Date \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_



Eff. 06/2022

STATE OF OHIO
DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 309 4th St. Lowell, Oh 45744

Owners Name(s): Harmar Investment LLC

Date: 03/09/2023, 20

Owner [ ] is [X] is not occupying the property. If owner is occupying the property, since what date:
If owner is not occupying the property, since what date: 3/15/2017

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- [X] Public Water Service [ ] Holding Tank [ ] Unknown
[ ] Private Water Service [ ] Cistern [ ] Other
[ ] Private Well [ ] Spring
[ ] Shared Well [ ] Pond

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [ ] Yes
[X] No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) [ ] Yes [ ] No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- [X] Public Sewer [ ] Private Sewer [ ] Septic Tank
[ ] Leach Field [ ] Aeration Tank [ ] Filtration Bed
[ ] Unknown [ ] Other

If not a public or private sewer, date of last inspection: Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property?
[ ] Yes [X] No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? [ ] Yes [X] No
If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? [X] Yes [ ] No

If "Yes", please describe and indicate any repairs completed: NONE

Owner's Initials [Signature] Date
Owner's Initials [Signature] Date

Purchaser's Initials Date
Purchaser's Initials Date

Property Address 309 4th Street howell, Ohio 45744

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances?  Yes  No  
If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

Have you ever had the property inspected for mold by a qualified inspector?  Yes  No  
If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: \_\_\_\_\_

**Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.**

**E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS):** Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?  
 Yes  No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): \_\_\_\_\_

Do you know of any previous or current fire or smoke damage to the property?  Yes  No  
If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

**F) WOOD DESTROYING INSECTS/TERMITES:** Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites?  
 Yes  No  
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): \_\_\_\_\_

**G) MECHANICAL SYSTEMS:** Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

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

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): \_\_\_\_\_

**H) PRESENCE OF HAZARDOUS MATERIALS:** Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

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

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

Owner's Initials  Date \_\_\_\_\_  
Owner's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_

Property Address 309 4th Street Howell Ohio 45744

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

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

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

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

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

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

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

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

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

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

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property?  Yes  No  
If "Yes", please describe: \_\_\_\_\_

List any assessments paid in full (date/amount) \_\_\_\_\_

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

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

If "Yes", please describe (amount) \_\_\_\_\_

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

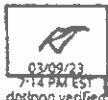
- |                           |   |   |   |
|---------------------------|---|---|---|
| 1) Boundary Agreement     | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 4) Shared Driveway                            | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2) Boundary Dispute       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 5) Party Walls                                | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3) Recent Boundary Change | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 6) Encroachments From or on Adjacent Property | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

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

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

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

Owner's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Owner's Initials \_\_\_\_\_ Date \_\_\_\_\_



Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_

Property Address 209 4th Street Lowell Ohio 45744

**CERTIFICATION OF OWNER**

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

OWNER: Keith Tuten

datloop verified  
03/09/23 7:14 PM  
EST  
SG4D-CX30-UCT-15T

DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_

DATE: \_\_\_\_\_

**RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS**

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

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

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

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

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

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

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

PURCHASER: \_\_\_\_\_ DATE: \_\_\_\_\_

PURCHASER: \_\_\_\_\_ DATE: \_\_\_\_\_





## STATE OF OHIO RESIDENTIAL PROPERTY DISCLOSURE FORM

### Appendix A – Links to Additional Information & Resources

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

#### RADON GAS

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

#### LEAD

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

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

#### TOXIC MOLD

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

#### ASBESTOS

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

#### UREA FORMALDEHYDE

- [https://www.cpsc.gov/s3fs-public/An-Update-On-Formaldehyde-725\\_1.pdf?O3CFjmPrIFt\\_ogVb7OhX4ZDPu7fyky8Q](https://www.cpsc.gov/s3fs-public/An-Update-On-Formaldehyde-725_1.pdf?O3CFjmPrIFt_ogVb7OhX4ZDPu7fyky8Q)



# DUAL AGENCY

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

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

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

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

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

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

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

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

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

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

**Ohio**

**Department  
of Commerce**

Division of Real Estate  
& Professional Licensing

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

