Real Estate Auction

Shellhaas Family Trust

4822 Shearer Road, West Milton, Ohio 45383

Detailed Bidders Packet

Offered at ABSOLUTE AUCTION
Saturday, October 17 at 10am
LIVE Auction on-site

(OPEN HOUSE: Saturday, October 10 from 10am - 12pm)
(Auction will be conducted on property rain or shine.)

TAYLOR
LEGACY AUCTIONS

Greg Taylor
Auctioneer License 2024000079
937-572-9542
www.TaylorLegacyAuctions.com

Bidder Registration

Saturday, October 17 at 10 am
4822 Shearer Road, West Milton, Ohio 45383

1. I have received a bidders packet of pertinent real estate auction information and the Consumer Guide to Agency.
2. I have read the bidder packet and agreed to participate in the auction under the term set forth.
3. I acknowledge that Greg Taylor, Taylor Legacy Auctions, is representing the seller.
4. I certify that I have sufficient funds to meet the non-refundable earnest money deposit requirements.
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 in “where is and as is condition” and that **my bid is treated as a cash offer with no contingencies concerning financing or inspections**.
7. Announcements made at the time of the auction from the podium take precedent over all printed material. Conduct of the auction and increments of bidding or at the discretion of the auctioneer.
8. I understand and agree that if I am the successful bidder, I will sign all required real estate transaction documents including but not limited to the Purchase Contract, Agency Disclosure forms, Residential Property Disclosure forms, lead-based paint form as well as any others required by the state of Ohio for a real estate transaction.
9. I agree that if I am the successful bidder, I will turn over the required earnest money deposit to be placed in an escrow account as an earnest money down payment that will be held until the date of closing.
10. **I understand that if I fail to complete this transaction by the agreed upon closing date the earnest money will be forfeited to the seller.**

Your Bidder Number is: _____

Name:_____

Address:_____

Phone:_____

I agree to the Bidder Registration requirements above:

_____

Signature

ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

The following is a summary of the Terms and Conditions for this real estate auction situated at 4822 Shearer Road, West Milton, Ohio 45383 ("Property"), being sold on Saturday, October 17 at 10 am (the "Auction").

The undersigned Bidder agrees to abide by the Terms and Conditions of the auction and will execute the real estate purchase contract (included in the Bidders Packet) immediately at the conclusion of the auction.

If you have not read and reviewed the Terms and Conditions and the real estate purchase contract, **do not bid**. In connection with the Terms and Conditions, and without limiting the same, Bidder understands the following:

A) By placing the high bid and when the bid is accepted, you are contractually obligated to sign a Contract to Purchase to buy the real estate at the price stated as your bid PLUS Buyer's Premium, fees, and all other applicable Buyer closing costs.

B) Successful Bidder will be required to enter into a real estate purchase contract (included in Bidder's Packet) and tender an **Earnest Money deposit equal to 5% of the final bid amount** by electronic transfer, personal check or cash immediately after the end of the auction. Failure to execute the purchase contract and tender the earnest money deposit will be in default.

C) Each Buyer is responsible for conducting their own due diligence on the Property before bidding.

D) The real estate sells in **AS IS condition**. The Seller is not making any repairs or giving any concessions. **The Buyer acknowledges and accepts that there is an abandoned trailer on the property and that it will remain on the property.**

E) The sale is **not contingent** upon a satisfactory inspection.

F) The sale is **not contingent** upon the Bidder(s) ability to secure financing. The buyer assumes responsibility for the appraisal gap, if any.

G) Closing to occur on or before 30 days after the close of the Auction.

H) Buyer may select and pay for title insurance. Preparation of deed, conveyance fee, and any pro-rated real estate taxes will be the responsibility of the seller. **CLOSING SERVICES WILL BE PROVIDED BY PK TITLE IN TROY, OHIO FOR THE REAL ESTATE TRANSACTION.**

I) There is a 10% (ten percent) Buyer's Premium charged to the buyer and will be collected at closing.

J) Bidder acknowledges receipt of a copy of the **"Dayton Realtors CONTRACT TO PURCHASE"** that will be signed by the high bidder at the conclusion of the auction and understands that closing services will occur at PK Title in Troy, Ohio.

K) Except in the case of an absolute auction, the Auction Firm reserves the right to bid on behalf of the sellers at a reserve auction.

L) The auctioneer reserves the right to bid on behalf of himself at any auction.

M) The seller and Auction Company reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.

O) By bidding, the buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to rescind the Contract to Purchase.

By Executing this document, Bidder acknowledges receipt of the Terms and Conditions requiring Buyer to purchase the property. Additionally, should the Buyer fail to act in accordance with the Terms and Conditions, Seller, and/or Auctioneer may commence proceedings to recover actual damages, including reasonable attorney's fees in enforcing the same.

_____

SIGNATURE

_____

PRINT NAME AND BIDDER NUMBER

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

Garden Gate Realty, Inc.

We are pleased you have selected Garden Gate Realty, Inc. to help you with your real estate needs. Whether you are selling, buying or leasing real estate , Garden Gate Realty, Inc. 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 agents can offer and their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website www.com.state.oh.us.

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

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 confidential information of both parties.

Working With Garden Gate Realty, Inc.
Garden Gate Realty, Inc. 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 Garden Gate Realty, Inc. 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. Garden Gate Realty, Inc. will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, that agent and Garden Gate Realty, Inc. will act as dual agents but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties Garden Gate Realty, Inc. has listed. In that instance Garden Gate Realty, Inc. will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When Garden Gate Realty, Inc. lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. Garden Gate Realty, Inc. 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 Garden Gate Realty, Inc. shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and Garden Gate Realty, Inc. will be representing your interests. When acting as a buyer's agent, Garden Gate Realty, Inc. 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, 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.

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, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.

Name (Please Print)	Name (Please Print)
Signature Date	Signature Date

EQUAL HOUSING OPPORTUNITY

CONTRACT TO PURCHASE

NOTE: This is a legally binding Contract. If not understood, seek legal advice. For real estate advice, consult a REALTOR®

1. PROPERTY DESCRIPTION: I/We ("Buyer") offer to purchase from Seller ("Seller") the following described property: Address 4822 Shearer Road City/Township West Milton, Ohio, Zip Code 45383, County Miami County, further described as: (include county Auditor's Parcel Number(s) for each and every parcel included in sale) L32-018700 (the "Real Estate").

2. TIMELINES: All timelines and deadlines under this Contract shall be strictly construed. Time is of the essence with regard to any and all timelines. **Contract performance dates and contingencies in the Contract shall commence the day following Contract Acceptance Date.**

3. PRICE AND TERMS: Buyer hereby agrees to pay $_____ (the "Purchase Price") for the Real Estate, payable as follows:

a) EARNEST MONEY CONTINGENCY: This Contract is contingent upon Buyer providing earnest money in the amount of _____ (the "Earnest Money"). The Earnest Money shall be submitted for deposit with _____*, and written acknowledgement of Earnest Money deposit shall be provided to Listing REALTOR® or Seller within _____ calendar days, beginning the day following the Contract Acceptance Date, as hereinafter defined (the "Contract").The Earnest Money shall be deposited in a trust account pending the final settlement and conveyance of the purchase and sale of the Real Estate contemplated in this Contract ("Closing"). If written acknowledgement of Earnest Money is not provided within the stated period, then Seller, at any time after the stated period, but prior to receiving the written acknowledgement of deposit, and by Seller's sole option, may, by written notice to selling REALTOR® or Buyer, terminate this Contract. If this Contract terminates for any reason, the Earnest Money will NOT be automatically disbursed to any party. ***(i) In the event that the parties designate an Ohio-licensed real estate broker to hold the Earnest Money:** Any disbursement of the Earnest Money shall be in compliance with Ohio R.C. 4735.24, which includes the following stipulations: The Earnest Money shall be disbursed as follows: (i) if the transaction is closed, the Earnest Money shall be applied to Purchase Price (may be retained by brokerage and credited toward brokerage commission owed) or as directed by Buyer or (ii) if either party fails or refuses to perform, or if any contingency is not satisfied or waived, the Earnest Money shall be (a) disbursed in accordance with a release of earnest money ("Release") signed by all parties to the Contract or (b) in the event of a dispute between Seller and Buyer regarding the disbursement of the Earnest Money, the broker is required by law to maintain such funds in his trust account until the broker receives (a) written instructions signed by the parties specifying how the Earnest Money is to be disbursed or (b) a final court order that specifies to whom the Earnest Money is to be awarded. If the Real Estate is located in Ohio, and if within two years from the date the Earnest Money was deposited in the broker's trust account, the parties have not provided the broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the broker shall return the Earnest Money to Buyer with no further notice to Seller.* **(ii) In the event that the parties do not designate an Ohio-licensed real estate broker, and designate another third-party or the herein listed title company to hold the Earnest Money, the terms and conditions of this escrow hold shall be governed by separate, third-party escrow terms. ☐ Separate escrow terms are attached.** Both Buyer and Seller acknowledge and agree that, in the event of a dispute between Buyer and Seller as to entitlement of the Earnest Money, the REALTORS® will not make a determination as to which party is entitled to the Earnest Money. Buyer and Seller acknowledge that loss of the Earnest Money may not be a party's sole remedy for failure to perform on the Contract.

b) BALANCE: The balance of the Purchase Price shall be paid by wire transfer, certified cashier's, official bank, attorney or title company trust account check on date of Closing, subject to the terms of applicable law.

Settlement Charges: In addition to costs incurred in order for Seller to fulfill the terms of the Contract and to provide marketable title, Seller agrees to pay actual settlement charges and/or other fees due at Closing on behalf of Buyer, including, but not limited to, discount points, closing costs, pre-paid fees or escrows, and any other fees allowed by Buyer's lender **in an amount not to exceed** $0.00.

4. FINANCING CONTINGENCY: Except as otherwise stated and agreed herein, Buyer shall pay any and all fees incurred as a result of Buyer obtaining financing for the purchase. If Buyer's selected financing option includes a Buyer rescission period, Buyer shall close on that loan with sufficient time for funds to be available on the date of Closing of this Contract. Buyer intends to use the Real Estate for the following purpose: ☐ Owner-occupied ☐ Rental ☐ Other: _____

☑ **CASH:** Buyer's written confirmation of available funds, on verifiable document from funding source, ☐ is attached ☐ shall be provided within _____ calendar days beginning the day following the Contract Acceptance Date. If Buyer fails to provide such documentation, then Seller may, by written notice to selling REALTOR® or Buyer, terminate this Contract.

☐ **CONVENTIONAL LOAN:** Buyer's obligation to close this transaction is contingent upon Buyer applying for and obtaining: (a) ☐ fixed ☐ adjustable or ☐ other first mortgage loan on the Real Estate, (b) in an amount not to exceed _____% of the Purchase Price, (c) at an interest rate ☐ at prevailing rates and terms ☐ not to exceed _____%, (d) for a term of not more than _____years or at a higher rate or shorter term agreeable to Buyer.

☐ **FHA/USDA/VA**: Buyer's obligation to close this transaction is contingent upon Buyer applying for and obtaining (a) ☐ FHA, [(1) ☐ fixed or (2) ☐ adjustable] (including FHA closing costs), ☐ USDA, or ☐ VA (including VA funding fee) first mortgage loan in the maximum amount not to exceed _____% of the Purchase Price, (b) at an interest rate ☐ at prevailing rates and terms ☐ not to exceed _____%, (c) for a term of not less than_____years or at a higher rate or shorter term agreeable to Buyer. ☐ Buyer has been provided the FHA **For Your Protection: Get a Home Inspection** disclosure. *When Buyer is financing through FHA, USDA or VA, Seller may be required to pay for certain fees. Check with Buyer's lending institution. Whole house inspection fees may be paid by the VA Buyer but must be paid outside of the Closing. On FHA/USDA/VA contracts, the appraiser is not deemed to be a whole house inspector.*

☐ **OTHER FUNDING SOURCE:**_____(funding source) Buyer's written confirmation of available funds, on verifiable document from funding source, ☐ is attached ☐ shall be provided within _____ calendar days beginning the day following the Contract Acceptance Date. If Buyer fails to provide such documentation, then Seller may, by written notice to selling REALTOR® or Buyer, terminate this Contract.

Financing Timeframe: IF BUYER FAILS TO PROVIDE WRITTEN CONFIRMATION TO SELLER THAT BUYER HAS COMPLETED ANY OF THE REQUIREMENTS WITHIN THE FINANCING TIMEFRAME, AS SET FORTH IN SUBSECTIONS (a) THROUGH (d) BELOW, THEN SELLER MAY, AT SELLER'S SOLE DISCRETION, BY WRITTEN NOTICE TO BUYER, TERMINATE THIS CONTRACT SO LONG AS WRITTEN NOTICE OF TERMINATION IS DELIVERED TO BUYER PRIOR TO SELLER'S RECEIPT OF SUCH WRITTEN CONFIRMATION.

(a) Buyer's financing qualification letter based upon initial credit check and preliminary information provided by Buyer stating that such qualification ☐ is ☑ is not contingent upon the closing of Buyer's other real estate and ☐ is attached, or ☐ shall be provided to Seller within _____ calendar days beginning the day following the Contract Acceptance Date.

(b) Buyer shall complete a loan application, which shall include providing Buyer's selected lender with *"intent to proceed",* including payment for appraisal (if necessary), within _____ calendar days beginning the day following the Contract Acceptance Date and will make a diligent effort to obtain financing. Within such timeframe, Buyer shall provide written notification to Seller naming Buyer's selected lender and confirming that this provision has been satisfied.

(c) Buyer or Buyer's lender shall provide written notification to Seller, that Conditional Approval has been obtained within _____ calendar days beginning the day following the Contract Acceptance Date. Conditional Approval shall mean that the loan has been underwritten with credit, income, debts, and assets (collectively, "Creditworthiness") verified and acceptable to lender, subject only to: material changes of Buyer's Creditworthiness, appraisal, and marketability of title to be obtained prior to final loan approval (clear to close).

(d) Buyer or Buyer's lender shall provide written notification to Seller, that loan approval (clear to close) has been obtained or waived within _____ calendar days prior to the date of Closing in Section 23.

Buyer shall make a diligent effort to obtain financing and shall provide all lender-requested documents to the lender in a timely manner. **BUYER IS RELYING ON BUYER'S OWN UNDERSTANDING OF FINANCING TO BE OBTAINED AND PROCESSES REQUIRED BY A LENDER AS WELL AS THE LEGAL AND TAX CONSEQUENCES THEREOF, IF ANY.**

5. APPRAISAL CONTINGENCY: Buyer's obligation to close this transaction is contingent upon the Real Estate appraising at or above final sales price of the Real Estate. Buyer has the right to obtain, at Buyer's expense, an independent appraisal performed by an appraiser licensed in Ohio. In the event the Real Estate does not obtain an appraised value (by either Buyer's appraiser in connection with sale funded by cash or Other Funding Source or Lender's appraiser in connection with a financed sale) equal to or greater than the Purchase Price, Buyer shall have the option to terminate this Contract by delivering written notice to Seller: (i) in the event of purchase via Cash or Other Funding Source, within _____ calendar days beginning the day following the Contract Acceptance Date, or (ii) in the event of Conventional, FHA, USDA or VA financing, the time-frame set forth in Section 4(d) above for obtaining a loan approval (such applicable time period being referred to as the "Appraisal Contingency Period"). If Buyer does not deliver written notice to Seller that Buyer is terminating the Contract prior to the expiration of the Appraisal Contingency Period, then Buyer's option to terminate this Contract due to appraised value shall be deemed waived.

6. INCLUSIONS/EXCLUSIONS OF SALE: The Real Estate shall include the land, together with all buildings, improvements, fixtures, and all items affixed or wired to the Real Estate located thereon (but excluding any items specifically excluded in 6b below), and all appurtenant rights, privileges, easements and fixtures. These shall include, but are not limited to, the following items if they are now located on the Real Estate and used in connection therewith: electrical; plumbing; heating and air conditioning equipment, including window units; bathroom mirrors and fixtures; shades; blinds; awnings; window rods; window/door screens, storm windows/doors; shrubbery/landscaping; affixed mirrors; affixed floor covering, wall-to-wall, inlaid and stair carpeting (attached or otherwise); fireplace inserts/grates; fireplace screens/glass doors; wood stove; gas logs and starters; television and/or sound system mounting brackets (excluding televisions and/or sound system), aerials/rotor operating boxes/satellite dishes (including non-leased components); affixed humidifiers; water softeners; water purifiers; central vacuum systems and equipment; doorbells/chimes; garage door openers/operating devices; all affixed surveillance, monitoring, security alarm systems/cameras and affixed-system operating controls; all affixed furniture/fixtures; utility/storage buildings/structures; inground/above ground swimming pools, hot tubs and equipment; swing sets/play sets; affixed basketball backboard/pole; propane tank/oil tank and contents thereof; electronic underground fencing transmitter and receiver collars, and parking space(s) number(s) _____ and storage unit number _____(where applicable). The following appliances shall also be included: ranges, ovens, microwaves, refrigerators, dishwashers, garbage disposers, and trash compactors. Notwithstanding the foregoing, any free-standing, countertop appliances shall not be included unless specifically delineated in section 6a), below. **The following items, which are leased in whole or in part, shall be excluded from this sale** (please check appropriate boxes); ☐ water softener; ☐ security/alarm system; ☐ propane tank; ☐ satellite dish; ☐ satellite dish components; ☐ other_____

6a) THE FOLLOWING ITEMS (WHICH ADD NO ADDITIONAL VALUE TO THE REAL ESTATE) ARE SPECIFICALLY INCLUDED WITH THE REAL ESTATE: _____

_____

6b) THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THE REAL ESTATE: _____

_____

_____

7. TERMS OF BROKER COMPENSATION: BROKER FEES AND COMMISSIONS ARE NOT SET BY LAW, ARE FULLY NEGOTIABLE, AND MAY BE PAID BY THE SELLER, THE BUYER, THE LANDLORD, THE TENANT, OR A THIRD PARTY, OR BY SHARING OR SPLITTING THE FEES AND COMMISSIONS BETWEEN BROKERS.

Nothing in this section shall amend or supersede the total amount of compensation due to any brokerage under any other representation or compensation agreements. If any blanks in sub-sections 7(c) and/or 7(d) below are not filled in, it shall be construed as zero or not applicable.

(a) BUYER BROKERAGE: Buyer represents and warrants that Buyer is:

☐ Represented by _____ ("Buyer Brokerage") and the following licensed salesperson(s) affiliated with Buyer Brokerage: _____

OR

☐ Self-represented and under no agreement with any broker in connection with the purchase of the Real Estate.

(b) BUYER REPRESENTATION AGREEMENT: If represented, Buyer represents and warrants that Buyer has signed a buyer representation agreement with Buyer Brokerage setting forth the terms and the amount of compensation due from Buyer to Buyer's Brokerage in connection with the purchase of the Real Estate (the "Buyer Representation Agreement").

(c) BROKERAGE COMPENSATION: Buyer and Seller agree that brokerage fees, commissions, and expenses incurred by Buyer under the Buyer Representation Agreement in connection with Buyer's purchase of the Real Estate ("Buyer's Brokerage Fees") shall be paid at Closing as follows:

(i) Seller agrees to pay $ 0.00 and 0.00 % of the Purchase Price to Buyer Brokerage at Closing, which amount shall be paid out of Seller's proceeds at Closing and disbursed to Buyer Brokerage on behalf of Buyer and applied towards Buyer's Brokerage Fees due to Buyer Brokerage under the Buyer Representation Agreement.

(ii) Buyer shall pay all remaining Buyer's Brokerage Fees (if any) due from Buyer under the Buyer Representation Agreement (i.e., all Buyer's Brokerage Fees due under the Buyer Representation Agreement, less amounts agreed to be paid at Closing by Seller (if any)

(d) OTHER TERMS FOR PAYMENT OF COMPENSATION: _____

_____

_____

Notwithstanding the foregoing, Buyer acknowledges that any amount(s) that Seller agrees to pay to Buyer's Brokerage at Closing **shall not exceed** the total amount that Buyer owes to Buyer Brokerage under the Buyer Representation Agreement and agrees that if the amount(s) Seller agrees to pay herein is more than what Buyer owes under the Buyer Representation Agreement, Seller's payment to Buyer's Brokerage shall be adjusted to match Buyer's actual obligation, and if the amount(s) that Seller agrees to pay herein is/are less than what Buyer owes under the Buyer Representation Agreement, then Buyer shall be responsible for paying the remaining balance to Buyer's Brokerage.

For clarity, unless expressly stated otherwise, Seller is responsible for paying any and all amounts due to Seller's Listing REALTOR®. In the event that Seller is not receiving any cash proceeds at Closing, Seller remains obligated to fulfill this payment by other means. Both Buyer and Seller confirm that they have not engaged real estate agent(s), or broker(s) in connection with this Real Estate transaction, other than those referenced in this Contract (or in the information pages attached hereto).

8. CERTIFICATION OF OWNERSHIP: Seller certifies that Seller owns all of the items listed in Section 6 and that they will be free and clear of any debt, liens or encumbrances at Closing (except as listed in Section 23 of this Contract). Seller also represents that those signing this Contract constitute all of the owners of the title to the real property and other items as listed in Section 6, together with their respective spouses, if applicable. In the event of a power of attorney, trust, corporation, limited liability company, inheritance or other right to transfer, all applicable documentation related to the party's(ies') authority to convey the Real Estate shall be provided to the title company upon request.

9. SELLER'S CERTIFICATION: Seller certifies to Buyer that **to the best of Seller's knowledge** that the Real Estate:

(a) ☐ is ☑ is not located in a Historic District.

(b) ☐ is ☑ is not subject to any lease agreement(s).

(c) ☐ is ☑ is not subject to an agreement pertaining to joint maintenance of shared aspects of/by the Real Estate (not covered by Association). If affirmative, describe: _____

(d) ☐ is ☑ is not located in a flood plain requiring insurance.

(e) ☐ is ☑ is not subject to a municipal pre-sale inspection, disclosure, and/or certification of occupancy. If the Real Estate is located in a jurisdiction requiring housing inspection before transfer, Seller shall be responsible for completing and submitting the necessary application and will furnish to Buyer a copy of the resulting unconditional certificate on or before the date of Closing.

(f) ☐ is ☑ is not subject to pending orders of any public authority. If affirmative, describe: _____

_____

(g) ☐ has ☑ has not had work performed or improvement constructed that may result in future assessments. If affirmative, describe: _____

(h) ☐ has ☑ has not received notices from a public agency with respect to condemnation or appropriation, change in zoning, proposed future assessments, correction of conditions or other similar matters. If affirmative, describe:

_____

(i) ☐ does ☐ does not have, currently or previously, toxic, explosive or other hazardous substances stored, disposed of, concealed within or released on or from the Real Estate and/or other adverse environmental conditions within the boundaries of the Real Estate. If affirmative, describe: _____

(j) ☐ is ☑ is not subject to encroachments, shared driveways, party walls. If affirmative, describe:

_____

(k) ☐ has ☑ does not have property tax abatements or homestead exemptions currently affecting the Real Estate. If affirmative, describe: _____

(l) ☐ has ☑ has not had (site or area) improvements installed, or services furnished, and/or Seller notification(s) from public authority(ies) or owner's association of future improvements, for which any part of the costs may be assessed against the Real Estate. If affirmative, describe: _____

(m) ☐ is ☑ is not owned by any person(s) or entity(ies) subject to Foreign Investments in Real Property Tax Act (FIRPTA).

10. **HOMEOWNER/CONDOMINIUM ("ASSOCIATION") DECLARATIONS, BYLAWS AND ARTICLES:** The Real Estate:
(a) ☐ is ☑ is not subject to an Association established by recorded declaration with mandatory membership.
(b) ☐ is ☑ is not subject to currently approved and/or pending Association assessment (separate from Association fees). If affirmative, please provide amount(s) and describe: _____
(c) ☐ is ☑ is not subject to mandatory fees imposed on the Real Estate: ☐ pool, ☐ golf course, ☐ other (separate from Association fees). If affirmative, please provide amount(s) and describe: _____

The Association ☐ does ☐ does not require a capital contribution fee to be paid by Buyer at Closing in the amount of $_____, or capital contribution fee is ☐ Unknown and subject to Buyer's verification and approval within the "Disapproval Period." Seller certifies that the current Association fees are: $ _____ ☐ Monthly ☐ Quarterly ☐ Annually or ☐ Other _____ and secondary Association fee(s) are: $ _____ ☐ Monthly ☐ Quarterly ☐ Annually or ☐ Other _____ Seller further certifies that, to the best of Seller's knowledge, there are no Association violations (current or outstanding) affecting the Real Estate except: _____

If the Real Estate is subject to any such items listed above or any other restrictions/regulations known to Seller, Seller will, at Seller's expense, provide Buyer with a current copy of documents affecting the Real Estate including, but not limited to, documents recorded with the county, the Association Declaration, the Association's financial statements, Rules and Restrictions, schedule of monthly, annual and special assessments/fees, architectural standards (to the extent not included in the Rules and Restrictions), the Bylaws and the Articles of Incorporation, Minutes for the previous 2 years, and other pertinent documents (collectively, the "Documents") within _____ calendar days beginning the day following the Contract Acceptance Date (the "Document Delivery Period"). Buyer shall have the right to disapprove of the Documents by delivering written notice of Buyer's disapproval to Seller within _____ calendar days beginning the day following the actual delivery date within the Document Delivery Period ("Disapproval Period"). If written notice of disapproval is delivered within the Disapproval Period, then this Contract shall become null and void. Unless written notice is delivered within the Disapproval Period, Buyer shall be deemed to have approved the Documents and waives the right to terminate the Contract based upon the terms and conditions of same. If Seller fails to provide Documents as required, Buyer has the right to terminate the Contract within 3 days of the Document Delivery Period by providing written notice to Seller of such termination. Seller agrees, as a condition to Closing, to secure, at Seller's expense, written approval for this sale, if required by the Documents. Seller, at Seller's expense, shall provide any letter of assessment required at Closing by the lender and/or title company. Buyer shall be responsible for, and Seller shall reasonably assist, in obtaining any lender-required documents from the Association.

Buyer shall pay for all fees for documents required by the lender, including, but not be limited to, application fees, Association questionnaire fees, appraisal fees, wire transfer fees, etc.

At the time of Closing, Buyer shall pay for any initial capital infusion or advance dues/assessments required by the Association and related to the period of Buyer's ownership. Seller shall pay for any and all dues/assessments required by the Association that shall come due and payable prior to the date of Closing and related to the period of Seller's ownership. Any dues/assessments that relate to a period of ownership for both Buyer and Seller shall be prorated at Closing. Seller shall also pay for the status letter and account transfer fees (this shall include **<u>any and all</u>** administrative, Association and/or management fees incurred as a result of the sale and transfer of the Real Estate, regardless of how they are characterized by the Association, including, but not limited to: new account set-up fees, certification fees, transfer fees, administrative fees, etc.), Seller acknowledges that it is Seller's responsibility to provide Association contact information to the title company at least 20 calendar days prior to Closing. Failure to do this may result in additional charges to Seller. Any and all expedited service fees charged by the Association/management company shall be paid by Seller.

11. **MAINTENANCE**: Until physical possession of the Real Estate is delivered to Buyer, Seller shall continue to maintain the Real Estate including, but not limited to, the grounds and improvements thereon. Unless otherwise agreed, Seller shall leave the real property in broom-swept condition. Seller shall repair or replace any appliances, equipment or systems currently in normal operating condition that fail prior to possession except: _____. Seller further agrees that until physical possession is delivered to Buyer, the Real Estate will be in as good condition as it is presently, except for normal wear and casualty damage from perils insurable under a standard all risk policy. If, prior to Closing, the Real Estate is damaged or destroyed by fire or other casualty, Buyer shall have the option to (a) proceed with the Closing, or (b) terminate this Contract. 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 written consent of Buyer. **Buyer and Seller agree that Buyer shall be provided the opportunity to conduct a walk-through inspection of the Real Estate**

within 48 hours prior to Closing, solely for the purpose of ascertaining that Seller has maintained the Real Estate as required herein and has met all other contractual obligations. Upon Closing, Buyer shall become responsible for any risk of loss and for insurance for the Real Estate.

12. HOME WARRANTY PROGRAM: Buyer has been informed that home warranty programs may be available to provide potential additional benefits to Buyer. Buyer ☐ selects ☑ does not select a home warranty to be provided by _____ (Home Warranty Company) and paid for by _____ at an amount not to exceed _____

13. PROPERTY DISCLOSURE FORM: Buyer ☐ has ☐ has not received the Ohio Residential Property Disclosure form or ☑ Seller represents and warrants that Seller is exempt from providing the Ohio Residential Property Disclosure (Ohio REALTORS® Residential Property Disclosure Exemption Form attached).

14. BUYER'S OFF-SITE ACKNOWLEDGEMENT: Buyer acknowledges that Buyer has conducted any and all desired investigations that are relevant to Buyer with regard to the municipality, zoning, school district, and legal use of the Real Estate and conditions outside of the boundaries of the Real Estate, including, but not limited to, crime statistics, registration of sex offenders, noise levels (i.e., airports, interstates, environmental), availability and requirements and costs for delivery of utilities (water/power/etc.), local regulations/development or any other issues of relevance to Buyer and has verified that the Real Estate is suitable for Buyer's intended use. Buyer assumes sole responsibility for researching such conditions. Notwithstanding anything to the contrary, Seller makes no representations or warranties with regard to these conditions and the use of the Real Estate. Buyer acknowledges that Buyer has been given the opportunity to conduct research pertaining to any and all of the foregoing prior to execution of this Contract. Buyer is relying solely on Buyer's own research, assessment and inquiry with local agencies and is not relying, and has not relied, on Seller or any REALTOR® involved in this transaction.

15. REAL ESTATE INSPECTION CONTINGENCY: BUYER ACKNOWLEDGES THAT BUYER HAS BEEN ADVISED BY REALTOR® TO CONDUCT INSPECTIONS OF THE REAL ESTATE THAT ARE OF CONCERN TO BUYER AND HAS BEEN PROVIDED THE OPPORTUNITY TO MAKE THIS CONTRACT CONTINGENT UPON THE RESULTS OF SUCH INSPECTION(S).

Buyer, **at Buyer's expense**, has the option to have the Real Estate inspected by Ohio licensed home inspectors and/or other professionals qualified to perform assessments and services in a specific area of expertise. Inspections regarding the physical condition, insurability and cost of a casualty insurance policy(ies), boundaries, and use of the Real Estate shall be the sole responsibility of Buyer. **Buyer is relying solely upon Buyer's examination of the Real Estate (personally or by Buyer's inspectors and/or contractors), Seller's representations and certifications, including those made herein, under the Ohio Residential Property Disclosure, and under the Lead Based Paint Disclosure, if any. During the Inspection Period, Buyer and Buyer's inspectors and contractors shall be permitted access to the Real Estate at reasonable times and upon reasonable notice, and such persons shall be permitted to take photographic or video imagery of areas of the Real Estate for use in reporting and further examination of its condition.**

Buyer shall be responsible for any damage to the Real Estate caused by Buyer or Buyer's inspectors or contractors, which repairs shall be completed in a timely and workmanlike manner at Buyer's expense.

Buyer understands and agrees that the inspection report(s) are not to be considered a list of required repairs and/or corrections to the Real Estate. Buyer understands that the inspection report(s) may include notes which are for informational purposes only and do not reflect the condition of the Real Estate. Buyer agrees that Seller is not required to bring the Real Estate improvements up to the standards of current building code(s) that are now applicable in the area where the Real Estate is located. Buyer understands that, except as may be further agreed in writing, Seller is not required to make any corrections that may be noted in the inspection report(s).

Buyer ☑ has ☐ has not received Seller's disclosure of any lead-based paint or lead-based paint hazards known to Seller on the Real Estate, OR ☐ N/A for unimproved properties or for improved properties built 1978 or later.

Buyer ☑ has ☐ has not ☐ not applicable received the pamphlet *"Protect Your Family From Lead in Your Home"*
Notwithstanding anything to the contrary herein, certain loan types may require certain inspection(s). If so required, Buyer and Seller agree to comply with the lender's requirements.

☑ **BUYER WAIVES THE RIGHT TO CONDUCT ANY AND ALL REAL ESTATE INSPECTIONS**.

☐ **BUYER ELECTS TO CONDUCT LIMITED INSPECTION OF THE REAL ESTATE.** Buyer's inspection contingency is limited to inspection of ONLY the following: ☐ Termite and wood-boring insects, ☐ Lead-Based Paint ☐ Other:

_____

☐ **BUYER ELECTS TO CONDUCT FULL INSPECTION OF THE REAL ESTATE.** Buyer's inspection contingency is unlimited in scope. Buyer may, but shall not be required to, conduct an inspection of any and all qualities, conditions and aspects of the Real Estate, its land, and its improvements. By way of example, this shall include, but shall not be limited to: survey, fixtures, operating systems, air conditioning, heating, roofing, pool, water quality/quantity, structural integrity, well, septic system, cistern, plumbing, fireplace, mold, electrical, asbestos, radon, infestations, termite and wood-boring insects, lead-based paint, tree(s) quality and condition.

In accordance with Buyer's above election:

(a) Buyer shall have a period of _____ calendar days (the "Inspection Period,") beginning on the day following the Contract Acceptance Date, to conduct and complete any and all inspections of the Real Estate. Prior to the end of the Inspection Period, Buyer shall:

i. Provide to Seller a signed, written request for Seller to correct any material conditions or matters adversely affecting the Real Estate (the "Defect Notice"). The Defect Notice shall identify the conditions to which Buyer is requesting correction by Seller and shall include the relevant portion(s) of the inspection report(s) which describe the conditions to be corrected. **Buyer agrees that minor, routine maintenance and cosmetic items are not to be considered material and Buyer may not object to these in the Defect Notice.**

OR

ii. Provide to Seller a signed, written notice of Buyer's satisfaction with the quality and condition of all aspects of the Real Estate, its land, and its improvements (the "Notice of Satisfaction").

DELIVERY OF EITHER NOTICE IN THIS SECTION 15(a) SHALL DESIGNATE THE END OF THE INSPECTION PERIOD. IN THE EVENT THAT BUYER SHALL FAIL TO TIMELY PROVIDE ANY REQUIRED, WRITTEN NOTICE TO SELLER, BUYER SHALL BE DEEMED TO HAVE WAIVED ANY FURTHER INSPECTIONS AND TO HAVE PROVIDED A NOTICE OF SATISFACTION TO SELLER.

(b) In the event that Buyer has timely delivered to Seller a Defect Notice, Seller shall have a period of up to _____calendar days (the "Consideration Period") beginning on the day following the delivery of the Defect Notice, to evaluate Buyer's request for correction(s). Prior to the end of the Consideration Period, Seller shall:

i. Provide to Buyer a signed, written agreement to correct all defects in the manner detailed and requested in Buyer's Defect Notice;

OR

ii. Provide to Buyer a signed, written counter-offer detailing Seller's agreement, if any, to correct defects identified in Buyer's Defect Notice. Seller shall deliver such counter-offer even if Seller is not agreeing to correct any defects.

DELIVERY OF EITHER NOTICE IN THIS SECTION 15(b) SHALL DESIGNATE THE END OF THE CONSIDERATION PERIOD. IN THE EVENT THAT SELLER SHALL FAIL TO TIMELY PROVIDE ANY REQUIRED, WRITTEN NOTICE TO BUYER, SELLER SHALL BE DEEMED TO HAVE AGREED TO CORRECT DEFECTS IN THE MANNER DETAILED AND REQUESTED IN BUYER'S DEFECT NOTICE.

(c) In the event that Seller has timely delivered to Buyer a written counter-offer under Section 15(b)ii., the parties shall have up to _____ calendar days (the "Settlement Period,") beginning on the day following the delivery of such counter-offer, to reach a mutual, signed, written agreement detailing Seller's correction of defects, if any.

DELIVERY OF ANY MUTUALLY SIGNED, WRITTEN AND ACCEPTED COUNTER-OFFER FOR CORRECTION OF DEFECTS (OR FOR NO CORRECTION OF DEFECTS) DURING THE SETTLEMENT PERIOD SHALL END THE SETTLEMENT PERIOD. *IN THE EVENT THAT THE PARTIES FAIL TO REACH A MUTUAL, SIGNED, WRITTEN AGREEMENT UNDER THIS SECTION 15(c), THIS CONTRACT SHALL AUTOMATICALLY TERMINATE.*

(d) Notwithstanding the forgoing, this Section 15(d) provides limited circumstances in which a Buyer may elect to not provide a Defect Notice to Seller and may unilaterally terminate this Contract without further opportunity for Seller's correction of defect(s). In the event that Buyer's inspections reveal Real Estate condition(s), which conditions were not disclosed by Seller prior to the Contract Acceptance Date and that evidence one or more of the following, specific matters: conditions adversely affecting the structural integrity of the building(s), the presence of asbestos, the presence of lead-based paint, the presence of any other Hazardous Materials (as defined below), and/or Other: _____, and Buyer does not wish to provide Defect Notice to Seller in accordance with Section 15(a), then prior to the end of the Inspection Period, Buyer shall deliver to Seller signed, written notification of Buyer's election to terminate the Contract (the "Contract Termination Notice"), which Contract Termination Notice shall also identify the specific condition, together with the relevant portion of Buyer's inspection report(s) evidencing the existence of such condition. Upon timely delivery to Seller of the Contract Termination Notice, this Contract shall be terminated.

For purposes of this subsection (d), "Hazardous Materials" means: (a) substances defined as "hazardous substances," "hazardous materials," or "toxic substances" under federal, state or local law; (b) asbestos and any form of urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid or other fluids containing levels of polychlorinated biphenyls; and (c) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority and poses a hazard to the health or safety of the occupants of the Real Estate.

16. PROPERTY SURVEY: Buyer acknowledges that it is Buyer's responsibility to confirm the location of the boundary lines and/or to confirm the location of the improvements upon the Real Estate relative to such boundary lines, setback lines and/or easements. Buyer, at Buyer's expense, shall obtain any survey of the Real Estate desired by Buyer and/or required by Buyer's lender. **If Buyer desires for Buyer's obligations under this Contract to be contingent upon Buyer's satisfactory review of evidence of survey, Buyer must complete any desired survey and proceed in accordance with the timelines and process stated in Section 15(a) above. (Note: Any survey evidence required by lender is not subject to Buyer's Inspection contingency and may still impact lender's terms and conditions to lend.)**

17. PROPERTY INSURANCE VERIFICATION CONTINGENCY: Buyer(s) acknowledges that it is Buyer's sole responsibility to make inquiries and to confirm availability and cost of any and all policy(ies) of insurance reasonably desired by Buyer and/or required by Buyer's lender, including, but not limited to, hazard, flood and personal property insurance. **BUYER IS RELYING ON BUYER'S OWN UNDERSTANDING OF INSURANCE TO BE OBTAINED**. Buyer shall have 2 **calendar day(s)** (the "Insurance Verification Period") beginning the day following the Contract Acceptance Date to confirm that such insurance policy(ies) is/are available and that the cost is reasonably acceptable to Buyer and Buyer's lender. If Buyer cannot obtain such policy(ies) and/or if the cost is not consistent with market rates, then Buyer shall have the right to terminate this Contract by providing written notification to Seller (along with proof of insurance denial or proof of pricing that is not consistent with market rates) before the expiration of the Insurance Verification Period. If Buyer does not indicate a timeframe within Section 17 or does not timely deliver to Seller a written notice of termination with required proof, this contingency shall be waived.

18. SELLER'S COOPERATION: Seller agrees to make the Real Estate available, at reasonable hours, for access by licensed real estate agents/brokers and Buyer, Buyer's inspectors, licensed appraisers and other authorized parties as required in order to satisfy the terms of the Contract. **Seller shall have ALL utilities servicing the Real Estate on during the pendency of this Contract. Buyer acknowledges that Buyer is not authorized to be present on the Real Estate without a licensed real estate agent unless prior, express, written authorization is obtained from Seller.**

19. OTHER CONTINGENCIES/AGREEMENTS:

☐ See attached Addenda which are signed by all parties and incorporated into this Contract:

BUYER ACKNOWLEDGES AND AGREES THAT THE PROPERTY, INCLUDING ALL BUILDINGS AND IMPROVEMENTS, IS BEING PURCHASED AT AUCTION IN ITS PRESENT CONDITION, ?AS-IS, WHERE-IS, WITH ALL FAULTS.? SELLER SHALL NOT BE REQUIRED TO MAKE ANY REPAIRS OR IMPROVEMENTS OR PROVIDE ANY CREDITS, ALLOWANCES, OR CONCESSIONS RELATED TO THE CONDITION OF THE PROPERTY, EXCEPT AS OTHERWISE EXPRESSLY AGREED IN WRITING.

20. TITLE INSURANCE: Title insurance is designed to protect the policyholder against covered losses caused by others' lien or ownership claims, fraud, or other defects (in title ownership) related to the Real Estate. Title insurance is different from casualty or liability insurance. Buyer is encouraged to inquire about the benefits of owner's title insurance from a licensed title insurance provider. A standard Owner's Policy of Title Insurance and an enhanced, Homeowner's Policy of Title Insurance may be available. **An Owner's Policy of Title Insurance, while not required, is recommended. A Lender's Policy of Title Insurance, if required by the mortgage lender, <u>does not</u> provide protection to Buyer. Buyer acknowledges that it is Buyer's sole responsibility to make inquiries with regard to owner's title insurance prior to the date of Closing.**

a) ☐ Buyer elects to purchase an Owner's Policy of Title Insurance at Buyer's expense.

b) ☑ Buyer shall later determine whether to purchase an Owner's Policy of Title Insurance at Buyer's expense.

c) ☐ Seller shall pay an amount of $500 toward the purchase of the Owner's Policy of Title Insurance and Buyer shall be responsible for payment of the balance of the Owner's Policy of title Insurance premium.

d) ☐ Seller shall pay the entire cost of a standard Owner's Policy of Title Insurance. If financed, Buyer shall pay the simultaneous issue fee for the Lender's Policy of Title Insurance and, if applicable, the additional premium for the enhanced Homeowner's Policy.

Seller's agreement to pay any amount toward the purchase of an Owner's Policy of Title Insurance shall only apply to Buyer's election to purchase this policy on the date of Closing. If Buyer elects to not purchase an Owner's Policy of Title Insurance on the date of Closing, Buyer may have the ability to obtain an Owner's Policy of Title Insurance on or after the date of Closing and at Buyer's sole cost and expense. Buyer acknowledges that additional fees may apply and that certain title premium discounts that are available at the time of Closing will not be available when an Owner's Policy of Title Insurance is purchased at a later time.

21. PRORATIONS OF REAL ESTATE TAXES AND ASSESSMENTS: Tax bills in Ohio are billed a full year in arrears. Buyer shall be responsible for any and all property tax bills that come due and payable in the next semi-annual period that begins after the date of closing, including bills that relate to a period of ownership prior to Buyer's purchase. At Closing, Seller shall pay or credit on the settlement statement (a) all real estate taxes and assessments, including, but not limited to, penalties and interest, which became due and payable prior to and in the semi-annual period in which the Closing occurs, (b) a pro rata share, calculated as of the Closing date in the manner set forth below, of the real estate taxes and assessments becoming due and payable after the date of Closing, and (c) the amount of any agricultural tax savings accrued as of the Closing date which would be subject to recoupment if the Real Estate were converted to a non-agricultural use (whether or not such conversion actually occurs), unless Buyer has indicated that Buyer is acquiring the Real Estate for agricultural purposes.

☐ If checked, Buyer hereby states that Buyer will use Real Estate for agricultural purposes and expressly waives Seller's payment to Buyer of the estimated agricultural tax savings subject to CAUV recoupment.

TAX PRORATIONS: Unless otherwise stated herein, all tax prorations shall be final at Closing. All prorations of real estate taxes shall be based upon the most recent available tax rates, assessments and valuations based upon the assessment method used by the county in which the Real Estate is located. It is the intent of Seller and Buyer that each shall pay the real estate expenses as follows:

Seller's share is based upon the taxes and assessments which are a lien for the year of the Closing. Long Proration Method - Seller pays entire taxes due which cover the tax period(s) up to the date of Closing.

☑ Short Proration Method: ONLY CHECK THIS BOX IF THE SHORT PRORATION METHOD IS USED - Seller's share shall be calculated as of the date of Closing, based upon the amount of the annual taxes (as determined by the most recently assessed tax amounts) to establish a daily rate of taxes and then multiplying the daily rate by the number of days from the first day of the current, semi-annual tax period to the date of Closing. If checked, the Short Proration Method shall be applicable and shall supersede the provision to use the Long Proration Method.

ASSESSMENTS: Any special assessments are payable in a single annual installment and shall be prorated based upon the assessment method selected above. Seller and Buyer acknowledge that actual bills received by Buyer after Closing for real estate taxes and assessments may differ from the amounts prorated at Closing. However, all Closing prorations shall be final, except for the following (if applicable): (i.e., tax abated property, new construction, etc.) _____. Buyer shall assume responsibility for above items upon Closing.

NEW CONSTRUCTION: The Real Estate may contain a newly constructed residence which on the date of Closing does not yet appear on the most recent official tax duplicate available, so that the tax bill prorated at the Closing shows taxes for only the vacant or partially improved land. Seller agrees that Seller is responsible for the amount of all real estate taxes assessed for the land and the improvements for the tax period up to the date of Closing, regardless of when actually assessed and billed, and if one or more tax bills are issued after the Closing which show taxes which were not prorated by Seller and Buyer at the Closing, Seller shall immediately pay the additional appropriate prorated amount to Buyer upon delivery by Buyer of the new tax bill(s). This provision shall survive the Closing and delivery of the deed, and the REALTOR® shall not be responsible for enforcement of this provision. Buyer shall be solely responsible for inquiring about and determining any tax credits or abatements available to the Real Estate.

22. OTHER PRORATIONS: It is the intent of Seller and Buyer that each shall pay the real estate expenses listed in (a) and (b) below due for the period of time that each owns the Real Estate. There shall be prorated between Seller and Buyer as of Closing: (a) Association assessments and other charges imposed by the Association under the terms of the Association/Condominium Documents, if applicable, as shown on the most recent official Association statement available as of the date of Closing, and/or, (b) rents and operating expenses if the Real Estate is rented to tenants. Security and/or damage deposits held by Seller shall be transferred to Buyer at Closing without proration. Seller and Buyer acknowledge that prorations are based on the information provided at Closing and that actual amounts charged and/or collected for prorated items may differ; however, all Closing prorations shall be final.

23. CONVEYANCE AND CLOSING: Closing services will be provided by title company designated by Buyer: PK Title, Troy, Ohio (title company name and phone number). Title company and/or its attorney(s) do not represent either Buyer or Seller. If Buyer or Seller desires legal representation, they shall hire their own attorney. Both Buyer and Seller agree to execute all documents required by the closing/escrow agent. At Closing, Buyer shall be responsible for any Association capital contribution fee. At Closing, Seller shall be responsible for transfer taxes/conveyance fees, Condominium or Association transfer fees (this shall include any and all administrative, Association and/or management fees incurred as a result of the sale of the Real Estate, including, but not limited to: new account set-up fees, certification fees, transfer fees, etc.), cost of acquiring Association status letters, or any documents required by the Association to facilitate the transfer of the Real Estate, deed preparation, title company settlement fees chargeable to Seller, the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Real Estate as required by this Contract; and shall convey marketable title (as determined with reference to the Ohio State Bar Association Standards of Title Examination) to the Real Estate by recordable and transferable deed of general warranty or fiduciary deed, if applicable, in fee simple absolute, with release of dower. Title shall be free, clear and unencumbered as of Closing, with the exception of the following, if applicable: (1) covenants, conditions, restrictions and easements of record, (2) legal highways, (3) any mortgage expressly assumed by Buyer and agreed to by Seller's current lender in writing, (4) all installments of taxes and assessments becoming due and payable after Closing, (5) zoning and other laws, (6) Association fees becoming due and payable after Closing, and (7) the following assessments (certified or otherwise): _____. Seller shall have the right at Closing to pay out of the Purchase Price any and all encumbrances or liens.

The date of Closing shall be _____, or as mutually agreed by the parties. Notwithstanding anything to the contrary, in the event that Buyer and Seller are proceeding in good faith performance under this Contract and Closing cannot occur due to occurrence or circumstance out of the direct control of either party, the date of Closing shall be extended for a period of up to 7 calendar days. Unless otherwise agreed, such extension shall extend the terms of Possession and Occupancy by an equal number of days as Closing was extended.
Make deed to: _____

24. POSSESSION AND OCCUPANCY: Subject to rights of tenants, possession/occupancy shall be given
1) ☑ at Closing or
2) ☐ on or before _____ o'clock ☐ (A.M.) ☐ (P.M.) ☐ (Noon) EASTERN/DAYLIGHT STANDARD TIME on _____ (date), or such earlier possession/occupancy date that Seller so notifies Buyer.
Until such time, Seller shall have the right of possession/occupancy free of rent, unless otherwise specified, but shall pay for all utilities used. Seller shall order final meter readings to be made as of the occupancy date for all utilities serving the Real Estate and Seller shall pay for all final bills rendered from such meter readings. Seller shall provide all keys, door openers, and information for items that require codes/programming no later than the time of occupancy. Seller acknowledges and agrees that prior to Buyer taking possession of the Real Estate, Seller shall remove all personal possessions not included in this Contract and shall remove all debris**. If Seller fails to vacate as agreed in this Contract or any attached post-closing occupancy agreement, Seller shall be responsible for all additional expenses, including attorney's fees, incurred by Buyer to take possession as a result of Seller's failure to vacate.** This provision shall survive the Closing and delivery of the deed, and the REALTOR® shall not be responsible for enforcement of this provision.

25. AGENCY DISCLOSURES: Buyer and Seller acknowledge having reviewed the state-mandated agency disclosure statement(s), which is an integral part of this Contract.

26. COMPANY SPECIFIC PROVISIONS: _____

_____

27. M.L.S. AND PUBLIC RECORD ACKNOWLEDGEMENT: Seller and Buyer acknowledge that REALTOR® shall disclose this sales information to any Multiple Listing Service to which REALTOR® is a member and that disclosure by M.L.S. to other M.L.S. participants, affiliates, governmental agencies or other sources authorized to receive M.L.S. information shall be made. Seller and Buyer acknowledge that sales information is public record and may be accessed and used by entities, both public and private, without the consent of the parties. Seller and Buyer authorize REALTOR® to disclose financing settlement charges paid by Seller and other concession data upon inquiry by other real estate professionals and to any authorized database, as applicable, to the extent necessary to establish accurate market value.

28. SOLE CONTRACT: The parties agree that this Contract constitutes their entire agreement, and no oral or implied agreement exists. **ANY SUBSEQUENT CONDITIONS, AMENDMENTS AND/OR OTHER MODIFICATIONS TO THIS CONTRACT SHALL NOT BE VALID AND BINDING UPON THE PARTIES UNLESS IN WRITING AND SIGNED BY ALL PARTIES, UPON WHICH SUCH WRITTEN AGREEMENT SHALL BECOME AN INTEGRAL PART OF THE CONTRACT.** This Contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Electronic transmissions are an acceptable method of communication for physical delivery of the Contract, addenda(s) and notifications in this transaction and shall be binding upon the parties.

29. GENERAL TERMS: This Contract shall be interpreted and construed in accordance with the laws of the State of Ohio. Any and all Seller certifications, representations and/or warranties contained herein shall survive the actual date of Closing for a period of One (1) year. If any provision of this agreement shall be deemed unenforceable by a court of law, this agreement shall be deemed modified only to the extent of such unenforceable provision(s) and the remainder of the agreement shall remain in full force and effect.

30. SELLER NON-FOREIGN STATUS. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must, under certain circumstances, withhold tax if the transferor is a foreign person. If Seller is a foreign person (as that term is defined in the Internal Revenue Code and Income Tax Regulations), Seller acknowledges and agrees that at Closing, Buyer may require tax withholding from Seller's proceeds up to the maximum amount permitted by law.

31. ELECTRONIC SIGNATURES: Manual or electronic signatures on contract documents, transmitted in original, facsimile or electronic format shall be valid for purposes of this Contract and any amendments, addendums or notices to be delivered in connection with this Contract.

32. INDEMNITY: Seller and Buyer recognize that the REALTORS® involved in the sale are relying on all information provided herein or supplied by Seller or Seller's sources and Buyer and Buyer's sources in connection with the Real Estate, and agree to indemnify and hold harmless the REALTORS®, their agents and employees from any claims, demands, damages, lawsuits, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any referrals, misrepresentation or concealment of facts by Seller or Seller's sources and/or Buyer and Buyer's sources.

Seller and Buyer represent and warrant that, other than as referenced in this Contract (or in the information pages attached hereto), they have not engaged any other representative(s), real estate agent(s), or broker(s) in connection with this Real Estate transaction; and shall indemnify and hold harmless the other party and the other party's Agent and Brokerage from any and all liability, loss or damage, including reasonable attorney's fees and related costs arising out of, resulting from, any and all other brokerage compensation claims related to the sale of the Real Estate under this Contract.

33. ELECTRONIC/WIRE FRAUD: Email is **not** always secure or confidential. Never respond to a request that you send funds or nonpublic personal information, such as credit card or debit card numbers or bank account and/or routing numbers without first verifying the identity of the person requesting the information. If you receive an email message concerning a transaction and the email requests that you send funds or provide nonpublic personal information, **do not respond** to the email before verifying the identity of the person requesting the information and immediately contact the known individual/entity with whom you have an established relationship using a separate verified method of communication to determine/notify of suspected email fraud. **Only send nonpublic personal information to a verified and authorized recipient, and via secure methods of communication.**

34. ACKNOWLEDGMENT: Buyer and Seller acknowledge that any questions regarding legal liability with regard to any provision in this Contract, accompanying disclosure forms and addendums or with regard to Buyer's/Seller's obligations as set forth in this Contract must be directed to Buyer's/Seller's attorney. In the event the Broker provides to Buyer or Seller names of companies or sources for such advice and assistance, the parties additionally acknowledge and agree that the Broker does not warrant, guarantee, or endorse the services and/or products of such companies or sources.

35. CONTRACT ACCEPTANCE DATE: As used herein, the Contract Acceptance Date shall be defined as the date on which all provisions of the Contract have been accepted and agreed by all parties to the Contract, and the document reflecting the final signatures of acceptance has been physically delivered to the other party ("Contract Acceptance Date"). **Contract performance dates and contingencies in the Contract shall commence the day following Contract Acceptance Date.**

36. EXPIRATION: This offer is void if not accepted in writing on this Contract form, with this form physically delivered to Buyer on or before 12 o'clock ☐ (A.M.) ☐ (P.M.) ☑ (Noon) EASTERN/DAYLIGHT STANDARD TIME 10/17/2026 (date).

37. BUYER CERTIFICATION: Buyer certifies and warrants that the signatory(ies) below has/have full authority to enter into this agreement and that any and all additional signatories, spouse* or otherwise, who are necessary in order to purchase the property or obtain lender financing for the Real Estate purchase have expressly agreed to sign such required purchase and/or financing documents. (*Dower or other spousal rights may require signature of spouse even if spouse is not on loan or title deed.)

List all persons or entities, including yourself, who shall have an ownership interest in the Real Estate (dower/ownership rights) and/or the names of the individuals whose signature is necessary to obtain financing and/or purchase the Real Estate: _____.
In the event of power of attorney, trust, corporation, limited liability company, inheritance or other right to transfer, documentation of authority to purchase the Real Estate shall be provided to the title company/settlement agent upon request.

Print Buyer's Name	Signature of Buyer or authorized party	Date/Time
Print Buyer's Name	Signature of Buyer or authorized party	Date/Time

Buyer's Address

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

38. ACTION AND CERTIFICATION BY SELLER: The undersigned Seller has read and fully understands the foregoing offer. Seller certifies and warrants that the signatory(ies) below are all of the title owners and each has/have full authority to enter into this Contract and that any and all additional signatories, spouse* or otherwise, who are necessary in order to convey the Real Estate, have expressly agreed to sign such required purchase and/or financing documents. (*Dower or other spousal rights may require signature of spouse even if spouse is not on title deed.).

List all persons or entities, including yourself, who own any portion of the Real Estate and/or have an ownership interest in the Real Estate (dower/ownership rights) and/or the names of the individuals whose signature is necessary in order to convey the Real Estate: _____ _____. In the event of power of attorney, trust, corporation, limited liability company, inheritance or other right to transfer, documentation of authority to convey the Real Estate shall be provided to the title company/settlement agent upon request.

Seller 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 above modifications initialed and dated by Seller, which counteroffer shall become null and void if not accepted in writing on this Contract form, with this form physically delivered to Seller or Seller's agent on or before _____ o'clock ☐ (A.M.) ☐ (P.M.) ☐ (Noon) EASTERN/DAYLIGHT STANDARD TIME _____ (Date).

Print Seller's Name	Signature of Seller or authorized party	Date/Time
Print Seller's Name	Signature of Seller or authorized party	Date/Time

Seller's Address _____

[ALL OWNERS AND SPOUSES OF OWNERS MUST SIGN CLOSING DOCUMENTS.]

THE INFORMATION PROVIDED BELOW IS FOR ADMINISTRATIVE PROCESSING

CONTRACT ACCEPTANCE DATE (DATE OF DELIVERY OF FINAL SIGNATURES): _____ _____.
(Date/Time)

Note: Until acceptance of final offer/counter-offer has been physically delivered to the other party, either party may rescind their offer/counteroffer. Therefore, delivery of final contract to other party is to be made as soon as possible on the date of final signature(s).

RECEIPT OF EARNEST MONEY DEPOSIT: Failure to provide written verification as provided in Section 3 of the Contract to Purchase may result in Seller's termination of the Contract.

I hereby certify receipt of Earnest Money (☐ check/money order # _____, ☐ wire/electronic transfer # _____, ☐ cash, ☐ other _____) in the amount of $ _____.
I further certify that the funds shall be submitted for deposit in accordance with Ohio law and acknowledge that failure to deposit in a timely manner is a violation of license law.

Print REALTOR®'s Name/Firm	REALTOR®'s Signature	Date/Time

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

THE INFORMATION BELOW IS REQUIRED FOR MLS, TITLE, LENDER AND ADMINISTRATIVE PROCESSING

The signatories below grant permission to the settlement agent to provide to their respective Real Estate Broker or their authorized Sales Associates, copies of the Closing Disclosure and the Settlement Statement for review prior to Closing.

Seller's Signature Date/Time	Buyer's Signature Date/Time
Seller's Signature Date/Time	Buyer's Signature Date/Time

SELLING/BUYER'S REALTOR® Firm: _____

Address _____

Broker Firm State License Number _____ Broker Firm MLS ID _____

Contact (Agent) Name _____

Contact (Agent) State License Number _____ Agent MLS Number _____

Contact (Agent) Email and Phone _____

(Principal) Broker Name _____

Close Transaction under Team Leader in MLS ☐ yes ☐ no

Team Name: _____ Team Leader: _____ MLS ID: _____

LISTING/SELLER'S REALTOR® Firm: _____

Address _____

Broker Firm State License Number _____ Broker Firm MLS ID _____

Contact (Agent) Name _____

Contact (Agent) State License Number _____ Agent MLS Number _____

Contact (Agent) Email and Phone _____

(Principal) Broker Name _____

Close Transaction under Team Leader in MLS ☐ yes ☐ no

Team Name: _____ Team Leader: _____ MLS ID: _____

Department of Commerce
Division of Real Estate & Professional Licensing

EQUAL HOUSING OPPORTUNITY

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: 4822 Shearer Road, West Milton, OH 45383

Buyer(s): _____

Seller(s): Samuel D. Shellhaas, Successor Trustee of the Shellhaas Family Trust

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Greg Taylor (AGENT(S)), and Garden Gate Realty (BROKERAGE)

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

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

☐ Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

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

_____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain*: _____

_____

☐ represent only the (*check one*) ☐ **seller** or ☐ **buyer** in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT DATE	SELLER/LANDLORD DATE
BUYER/TENANT DATE	SELLER/LANDLORD DATE

Effective 02/10/19
Revised 8/29/2024

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
6606 Tussing Rd
PO Box 4008
Reynoldsburg, OH 43068
(614) 466-4100

Ohio Department of Commerce
Division of Real Estate & Professional Licensing

EQUAL HOUSING OPPORTUNITY

Effective 02/10/19
Revised 8/29/2024

dotloop signature verification: dtlp.us/A2HX-LPdD-kKub

Form No. 9600-040

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

Lead Warning Statement

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

Property Address 4822 Shearer Road, West Milton, OH 45383

Seller's Disclosure

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

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

[ ] (ii) [SDS 09/08/26 11:12 AM EDT dotloop verified] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

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

[ ] (ii) [SDS 09/08/26 11:12 AM EDT dotloop verified] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment

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

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

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

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

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

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

dotloop signature verification: dtlp.us/A2HX-LPdD-kKub

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

Agent's Acknowledgment (initial or enter N/A if not applicable)
(f) _____ Seller's Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.
(g) _____ Purchaser's Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.[1]

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

Samuel D. Shellhaas, Successor Trustee of the Shellhaas Family Trust — dotloop verified 09/08/26 11:12 AM EDT 3HBB-LACJ-MBBI-NWGC	
Seller Date	Purchaser Date
Seller Date	Purchaser Date
Seller's Agent Date	Purchaser's Agent[1] Date

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

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

IMPORTANT!

Lead From Paint, Dust and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Protect Your Family From Lead in Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

January 2026

English

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires sellers, landlords, agents and rental property managers to:

- Disclose known information about the presence of lead-based paint or lead-based paint hazards (or state there is none)
- Provide all available records and reports on lead-based paint and lead-based paint hazards (or state there are none)
- Include a specific warning statement about lead-based paint
- Give buyers up to 10 days to have a certified inspector or risk assessor check for lead

If undertaking renovation, repair, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East-West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Its Office of Lead Hazard Control and Healthy Homes' (OLHCHH's) lead hazard reduction grants, healthy homes grants, and guidance and enforcement of the Lead Disclosure Rule and Lead Safe Housing Rule, protect families from lead and other housing hazards.

HUD OLHCHH
lead.regulations@hud.gov
hud.gov/lead

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the cosponsoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U. S. EPA
U. S. CPSC
U. S. HUD

EPA-747-K-26-001
January 2026

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs: epa.gov/lead/contacts.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont and 10 federally recognized Tribes)
Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands and 8 Tribes)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia and 7 Tribes)
Regional Lead Contact
U.S. EPA Region 3
Four Penn Center
1600 JFK Blvd
Philadelphia, PA 19103-2029

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and 6 Tribes)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin and 37 Tribes)
Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604
(312) 353-1808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)
Regional Lead Contact
U.S. EPA Region 6
1201 Elm Street, Suite 500
Dallas, TX 75270
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska and 9 Tribes)
Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
LCRD/TTPB
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 28 Tribes)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6169

Region 9 (Arizona, California, Hawaii, Nevada , Guam, American Samoa, Northern Marianas, Palau, Micronesia, Marshall Islands and 148 Tribes)
Regional Lead Contact
U.S. EPA Region 9 (LRC-2-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-8000

Region 10 (Alaska, Idaho, Oregon, Washington and 271 Tribes)
Regional Lead Contact
U.S. EPA Region 10 (20-C04)
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified risk assessor at cdxapps.epa.gov/leadpro.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills and other surfaces using wet methods.
- Take precautions to avoid exposure to lead dust when remodeling.
- Hire only EPA-, Tribal- or state-approved Lead-Safe Certified renovation firms when renovating, repairing or painting. Find an EPA-certified firm using cdxapps.epa.gov/leadpro.
- Have your home checked for lead-based paint by a certified inspector or risk assessor before buying, renting or renovating your home.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers and toys often.
- Make sure children eat a well-balanced diet with foods high in iron, calcium and vitamin C as these nutrients may help prevent the absorption of lead.
- Remove shoes or wipe soil and other dirt off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs or painting that disturb painted surfaces)
- Swallow lead dust that has settled on food, food preparation surfaces and other places
- Eat paint chips or soil that contains lead

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have dust that may contain lead on them.

Lead is dangerous to a developing fetus.

- Lead can build up in the body over time, settling in the bones. This stored lead can be transferred during pregnancy to a fetus or after birth to an infant through breast milk.

Please see pages 13 and 14 for more information on sources of lead exposure.

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call toll-free **1-800-424-LEAD [5323]**.

EPA's Safe Drinking Water Hotline
For information about lead in drinking water visit epa.gov/safewater or use EPA's Safe Drinking Water online form at epa.gov/safewaterhotline.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call toll-free **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

Food and Drug Administration
For information on lead in food and foodwares visit www.fda.gov/food/environmental-contaminants-food/lead-food-and-foodwares.

Centers for Disease Control and Prevention
For information on childhood lead poisoning prevention visit: www.cdc.gov/lead

State and Local Health and Environmental Agencies
Some states, Tribes, counties and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state, Tribal or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center toll-free at **1-800-424-LEAD [5323]**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling 711.

Other Sources of Lead, continued

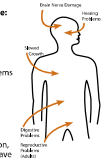
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** Working in certain jobs may increase adults' potential exposure to lead, such as: renovation or repair of older homes and buildings, painting, construction, refinishing furniture, smelting, mining, auto repair, handling firearms and working at hazardous waste sites. If you work with lead, lead dust or soil could get onto your skin, in your hair and clothes, which can be transferred to the inside of your car or home. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, fishing, shooting at a gun range or refinishing furniture that has lead-containing paint or varnish. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint or varnish. Older toys and other children's products may have parts that contain lead.[*]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Items made in other countries and imported into the United States may have lead including toys, painted furniture, metal or plastic jewelry, health remedies, foods, spices, candies, cosmetics, powders, make-up used in religious and cultural practices and folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.
- **Older playground equipment** can contain old lead-based paint, and **artificial turf and playground surfaces** made from shredded rubber can contain lead. Take precautions to ensure young children do not eat shredded rubber or put their hands in their mouth before washing them.

[*] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead above 100 ppm by weight in most children's products.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that no safe blood lead level has been identified and even exposure to low levels of lead can harm children.

In children, exposure to lead can cause:



- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder and decreased intelligence
- Speech, language and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness and in some cases, death.

In adults, exposure to lead can cause an increased risk of:

- Miscarriage during pregnancy
- The baby being born too early or too small
- Harm to a developing fetus' brain, kidneys and nervous system
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels (BLLs) tend to increase rapidly from 6 to 12 months of age, and BLLs tend to peak at 18 to 24 months of age.

A simple blood test is the best way to find out if a child has been exposed to lead. A child who has been exposed to lead may not have visible signs or symptoms and may look and act healthy. Consult your doctor for advice on getting your children tested.

Blood lead tests are required for the following groups:

- Children at 12 and 24 months enrolled in Medicaid
- Children between 24 and 72 months enrolled in Medicaid with no record of a previous blood lead test
- Children who should be tested under your Tribal, state or local health testing plan

Blood lead tests are recommended for the following groups:

- Children at 12 and 24 months living in areas that are at higher risk* or who belong to populations that are at higher risk*
- Children or other family members who have been exposed to lead

Your doctor can explain what the test results mean and if more testing will be needed.

* Some children are more likely to be exposed to lead than others. These include children who live or spend time in a house or building built before 1978, are from low-income households, live or spend time with someone who works with lead or are immigrants, refugees or recently adopted from less developed countries.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water in homes are lead pipes, fixtures, brass or chrome-plated brass faucets and plumbing with lead solder.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested (See below).

Remember that older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please use EPA's Safe Drinking Water online form at epa.gov/safewaterhotline.

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state or Tribal program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*

RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. These prohibited methods are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods and then checked to confirm adequate clean-up.
- **Dispose of waste properly.** Collect and seal waste in a heavy-duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

Many homes and childcare facilities built before 1978 may have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country or suburbs
- In private and public single-family homes and apartments
- On surfaces inside and outside of the house
- In soil around a home (soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars)

Learn more about where lead is found at epa.gov/lead.

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters and porches

Lead-based paint is usually not a hazard if it is in good (intact) condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines any reportable level of lead dust measured by an EPA-recognized lead laboratory as hazardous.

If you suspect your home has lead-based paint, you should clean regularly to minimize dust using the information on pages 9 and 11, especially when young children live in the home. EPA does not recommend lead abatements based on lead dust unless the lead dust is at or above the action levels listed on page 11.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead in dust or soil—which you may not be able to see—can both be hazards.

The only way to find out if paint, dust or soil lead hazards exist is to test for them. The next page describes how to do this.

Reducing Lead Hazards, continued

If your home has had a lead abatement, dust cleanup activities must be conducted once the work is completed. Dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following action levels:

- 5 micrograms per square foot (µg/ft²) for floors, including carpeted floors
- 40 µg/ft² for interior window sills
- 100 µg/ft² for window troughs

Abatements are designed to permanently address lead-based paint hazards. However, when an abatement is complete, lead dust may still remain above reportable levels (see page 6) and can also be reintroduced into an abated area. Steps to keep lead dust low after an abatement include:

- Using a HEPA vacuum on all furniture and other items returned to the area
- Regularly cleaning floors, window sills, troughs and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state, Tribal or local agency (see pages 15 and 16), visit cdxapps.epa.gov/leadpro, or call toll-free 1-800-424-LEAD [5323].

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing or painting by hiring an EPA-, Tribal- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards, you should hire a certified lead abatement contractor. Abatement methods (which are designed to permanently address lead-based paint hazards) include removing, sealing or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint will not permanently address the lead-based paint hazards.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair or painting (RRP) projects that disturb painted surfaces.
- Hire a certified lead abatement contractor to permanently address lead hazards. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.
- Certified contractors will employ qualified workers and follow strict safety rules set by their state or Tribe or by the federal government.

Checking Your Home for Lead

Hire a certified lead professional to get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards or how to deal with them. A trained and certified lead-based paint inspector will inspect the paint using:
  - A portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples collected by the inspector to be tested in an EPA-recognized lead laboratory
- A **risk assessment** tells you if your home currently has any lead hazards from paint, dust or soil, and what actions to take to address any hazards. A trained and certified lead-based paint risk assessor will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust and soil samples
- A **combination inspection and risk assessment** tells you if your home has any lead-based paint, if it has any lead hazards and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed and ask questions about anything you do not understand. Closely monitor areas that are known to have lead-based paint.

Checking Your Home for Lead, continued

In preparing for renovation, repair or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may do any of the following:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis
- Use EPA-recognized tests kits to determine if lead-based paint is absent
- Presume that lead-based paint is present and use lead-safe work practices

There are state, Tribal and federal programs in place to ensure that testing is done safely, reliably and effectively. Contact your state, Tribal or local agency for more information, visit epa.gov/lead, or call toll-free **1-800-424-LEAD [5323]** for a list of contacts in your area.[1]

[1] Hearing- or speech-challenged individuals may access this number through TTY by calling 711.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bedtime.
- Keep play areas clean. Wash bottles, pacifiers, toys and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing or painting, hire only EPA-, Tribal- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat a well-balanced diet of fruits, vegetables, grains, dairy and protein-rich foods. Foods that are higher in iron, calcium and vitamin C may help reduce the body's absorption of lead. Children with empty stomachs absorb more lead than children with food in their stomachs.

dotloop signature verification: dtlp.us/zZpB-X2Ju-2Goh

Ohio Association of REALTORS®

Residential Property Disclosure Exemption Form

To Be Completed By Owner

Property Address:
4822 Shearer Road, West Milton, OH 45383

Owner's Name(s):
Samuel D. Shellhaas, Successor Trustee of the Shellhaas Family Trust

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: *Samuel D. Shellhaas, Successor Trustee of the Shellhaas Family Trust* dotloop verified 09/08/26 11:12 AM EDT 3KWW-JS3D-HDRT-ELKW 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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L32-018700

9/19/2026

Matthew W. Gearhardt
County Auditor
Miami County, Ohio
www.miamicountyohioauditor.gov

MOST RECENT PHOTO

LEGAL

OWNER	SHELLHAAS DAVID W (TR) & ROSE M (TR)
ADDRESS	4822 SHEARER RD W
DESCRIPTION	5-6-23 N CEN PT SW
SCHOOL DIST	MILTON UNION EVSD
TAX DIST	L32
ACREAGE	4.9900

VALUATION

Type	APPRAISED	ASSESSED
LAND	$78,800.00	$27,580.00
IMPROVEMENTS	$140,300.00	$49,110.00
CAUV	$0.00	$0.00
TOTAL	$219,100.00	$76,690.00

TAXES

TAXABLE VALUE	$76,690.00
ROLLBACKS	Homestead & Owner Occupied
HALF (1ST / 2ND)	$855.11 / $840.31
YEAR (TOTAL / BALANCE)	$1,695.42 / $0.00

SPECIAL ASSESSMENTS

COUNT	0
DELINQUENT / BALANCE	$0.00 / $0.00
TOTAL / BALANCE	$0.00 / $0.00

MOST RECENT SALES

DATE	BUYER	SELLER	# PARCELS	PRICE	VALIDITY
7/29/2016	SHELLHAAS DAVID W (TR) & ROSE M (TR)	SHELLHAAS DAVID W & ROSE M	1	$0.00	NO
1/1/1990	SHELLHAAS DAVID W	UNKNOWN	0	$0.00	UNKNOWN

LAND

CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE
0	0	0	3.7000	0	$39,960.00
0	0	0	1.0000	0	$38,800.00
0	0	0	0.2900	0	$0.00

IMPROVEMENTS

DESCRIPTION	BUILT	DIMS	VALUE
Utility Shed	2011	10x16	$3,900.00
Utility Shed	2000	12x10	$1,600.00
Fr Pole Barn Encl/Dirt	1989	24x40	$4,900.00
Detach Frame Garage	1963	24x24	$9,600.00

RESIDENTIAL

Building (CARD: 1)	Conventional BUILT **1942**	**Baths (Full / Half)**	1 / 0
Area	1,326 sqft	**Rooms (Bedroom / Family)**	2 / 0
Basement (Finished / Total)	Full Basement / 0 sqft/ 1,064 sqft	**Stories**	1.0
Heat Full Type	Base	**Heat/Cool**	Central
External Wall	Frame/Siding	**Fireplace Stacks**	0