

Purchase Agreement Auction #1 Commercial
Auction Date 9/22/2021
Seller(s) Bill Rudner () – Nation Land Company L L C ()

Buyer Information

(Must be completed by agent)

Primary Buyer Name _____
Street 1, Suite _____ Home Phone _____
Street 2 _____ Cell Phone _____
City, State, Zip _____ Work Phone _____

* Individually list any other buyer(s) on the back side of the white page.

Attorney to review Title and Closing Documents, if desired

Name _____
Street 1, Suite _____ Home Phone _____
Street 2 _____ Cell Phone _____
City, State, Zip _____ Work Phone _____

DEED INFORMATION

Deed Name _____

Tax Mailing Address

Street 1, Suite _____
Street 2 _____
City, State, Zip _____

Buyer to advise KIKO and/or title company on how title will be taken, as soon as possible.

FINANCING INFORMATION

Type _____ Financing _____ No Financing _____
Lender Name _____
Contact Name _____ Phone Number _____

DEPOSIT INFORMATION

Deposit check on what date? (month/day/year) _____

ONLY FILL OUT FOLLOWING INFO IF GETTING \$10,000 OR MORE IN CASH AND/OR CASHIER CHECK OR COMBINATION OF THE TWO, we are required to report it to the IRS. If the person that provided the funds is someone other than the buyer, obtain the information to complete the section below. Otherwise, obtain the buyer's Social Security Number (SSN), Driver's License # and Date of Birth (DOB).

SSN _____ Driver's License # _____ DOB _____ Occupation _____
Actual Payor Name _____
Street 1, Suite _____ Home Phone _____
Street 2 _____ Cell Phone _____
City, State, Zip _____ Work Phone _____

How this sale was recorded Cassette Digital N/A

The following forms have been signed by the buyer?

Agency Disclosure Form Property Disclosure Form Lead Based Paint Disclosure

Runner Up Information

Runner Up Name _____ Bidder # _____
Street 1, Suite _____ Home Phone _____
Street 2 _____ Cell Phone _____
City, State, Zip _____ Work Phone _____

White copy to OFFICE Yellow copy to BUYER

COGNOVIT NOTE

\$ _____ / Columbus OH / 9/22/2021
ON DEMAND after date for value received, individually and collectively.

I promise to pay , Bill Rudner () – Nation Land Company L L C ()

on order, the sum of _____ Dollars with interest at rate of 0
percent per annum, payable at 2722 Fulton Dr NW Canton OH 44718, annually.

And I do hereby authorize any Attorney at Law to appear for me in an action of the above note, at any time after said note becomes due, in any Court of Record situated in the County where I then reside or in the County where I or anyone of us signed this warrant and being in the United States, to waive the issuing and service of process, and confess a judgment in favor of the legal holder of the above against me for the amount that may then be due thereon, with interest therein at the rate mentioned, and costs of suit, and to waive and release all errors in said proceedings and the right to appeal from the judgment rendered.

Signature X _____

WARNING: "BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDIT OR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE."

Signature X _____

WARNING: Read warning statement above before signing. At Franklin County, OH



EXHIBIT A

ALTA Commitment for Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE:



IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT. THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE,

INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED. THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

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

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its Issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

5. **LIMITATIONS OF LIABILITY** (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to: (i) comply with the Schedule B, Part I—Requirements; (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or (iii) acquire the Title or create the Mortgage covered by this Commitment. (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing. (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured. (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount. (e) The Company shall not be liable for the content of the Transaction Identification Data, if any. (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company. (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. **PRO-FORMA POLICY**

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

9. **ARBITRATION**

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

Issued through the Office of

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(812) 371-1111

Authorized Signatory

By  *Mark A. Bissinger* **President**

Attest  *David Wald* **Secretary**

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.



File No: 21395

TITLE INSURANCE COMMITMENT

BY

Old Republic National Title Insurance Company

SCHEDULE A

1. Commitment Date: **August 06, 2021, 7:29 am**

2. Policy (or Policies) to be issued: Policy Amount

a. Owner's Policy

Proposed Insured:

b. Loan Policy

Proposed Insured: **To Be Determined, its successors and/or assigns as their interests may appear.**

3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by:

Nation Land Company, LLC, an Ohio limited liability company, by Deed recorded as Official Records Imaging Number 201512140174614, Franklin County Records.

4. The land referred to in the Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

Countersigned: American Title Associates Agency, Inc.

By: *Yolanda L. Barnes*
Yolanda L. Barnes, Validating Agent

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*ALTA Plain Language Commitment (6-17-06)
Schedule A*

**AMERICAN
LAND TITLE
ASSOCIATION**



EXHIBIT "A"

Parcel 1:

Situated in the City of Columbus, County of Franklin, and State of Ohio:

Known as and being part of Virginia Military Survey No. 1425 and containing 2.200 acres of land, more or less being all out of that original 26.69 acre tract of land conveyed to Thomas J. and Agnes C. Murnane of record in Deed Book 1093, Page 303 (all references used in this description refer to the records of the Recorder's Office, Franklin County, Ohio) said 2.200 acres being more particularly described as follows:

Beginning at a 5/8 inch iron pipe found at the Northwest corner of a 0.795 acre tract of land conveyed to Jeanne and Walter Cummins of record in Deed Book 3112, Page 437, being in the Southerly right of way line of Clime Road (110 feet in width);

Thence South 13° 39' 33" West with the West line of said 0.795 acre tract a distance of 345.22 feet to a 3/4 inch iron pipe set at the Southwest corner of said 0.795 acre tract, being in the North line of a 5.306 acre tract conveyed to Howard E. and Carol J. Fosnaugh of record in Deed Book 3543, Page 881;

Thence North 72° 57' 37" West with the North line of said 5.306 acre tract the South line of said original 26.696 acre tract a distance of 281.28 feet to a 3/4 inch iron pipe set;

Thence North 13° 39' 33" East with a new division line across said original 26.69 acre tract a distance of 337.37 feet to a 3/4 inch iron pipe set in the South right of way line of said Clime Road;

Thence South 74° 33' 30" East with the South right of way line of said Clime Road a distance of 280.93 feet to the TRUE PLACE OF BEGINNING and containing 2.200 acres of land, more or less.

A bearing of South 74° 33' 30" East was used on the South line of said Clime Road as used in the deed for said 0.795 acre tract of record in Deed Book 3112, Page 437.

Parcel 2:

Situated in the City of Columbus, County of Franklin, and State of Ohio:

Known as and being part of Virginia Military Survey No. 1425 and containing 6.054 acres of land, more or less; being out of original 26.69 acre tract (with exceptions) as conveyed to Community Development Company, an Ohio General Partnership of record in Official Record 30798E03; (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and described as follows:

Beginning for reference at a railroad spike found in the centerline intersection of Clime Road (110 feet in width) with Georgesville Road;

Thence South 74° 33' 30" East, with the centerline of said Clime Road a distance of 70.89 feet to a point;

Thence South 15° 26' 30" West, a distance of 55.00 feet to an iron pipe found in the Southerly right of way line of said Clime Road, said iron pipe being the TRUE POINT OF BEGINNING for this description;

Thence South 74° 33' 30" East, with the existing Southerly right of way line of said Clime Road a distance of 879.57 feet to an iron pipe set at the Northwesterly corner of a 2.200 acre tract as conveyed to Community Development Company of Official Record 30389106;

Thence South 13° 39' 33" West with the Westerly line of said 2.200 acre tract a distance of 337.37 feet to an iron pipe set in the Southwesterly corner of said 2.200 acre tract and Northerly line of a 5.306 acre tract as conveyed to Howard E. III and Carol J. Fosnaugh of record in Deed Book 3543, Page 88;

Thence North 72° 57' 37" West, with the Northerly line of said 5.306 acre tract a distance of 715.38 feet to an iron pipe set at the Southeasterly corner of a 0.749 acre tract as conveyed to William A. and Carolyn G. Wood of record in Official Record 04808G09;

Thence North 13° 23' 13" East, with the Easterly line of said 0.749 acre tract a distance of 150.00 feet to an iron pipe found at the Northeasterly corner of said 0.749 acre tract;

Thence North 72° 56' 37" West, with the Northerly line of said 0.749 acre tract a distance of 179.30 feet to an iron pipe set in the Easterly right of way line of said Georgesville Road;

Thence with the Easterly right of way line of said Georgesville Road the following (3) courses:

1. North 10° 17' 25" East, a distance of 29.83 feet to an iron pipe set;
2. North 12° 46' 53" East, a distance of 115.13 feet to an iron pipe set;
3. North 60° 34' 20" East, a distance of 24.92 feet to the POINT OF BEGINNING and containing 6.054 acres of land more or less;

A bearing of South 74° 33' 30" East was used on the Southerly line of said Clime Road as used in the Deed for a 0.795 acre tract conveyed to Walter and Jeanne Cummins of record in Deed Book 3112, Page 437;

The above description was prepared by Robert E. Blackburn Ohio Surveyor No. 6305, of Geo Graphics, Inc., Land Surveying and Civil Engineering, Columbus, Ohio, from information obtained from an actual field survey of the premises in August of 1995.

EXCEPTING THEREFROM THE FOLLOWING FROM PARCELS I AND II:

Situated in the City of Columbus, County of Franklin, and State of Ohio:

Known as and being part of Virginia Military Survey No. 1425 and containing 0.032 acres of land, more or less being all out of that original 26.69 acre tract of land conveyed to Thomas J. and Agnes C. Murnane of record in Deed Book 1093, Page 303 (all references used in this description refer to the records of the Recorder's Office, Franklin County, Ohio) said 0.032 acres being more particularly described as follows:

Beginning at a 5/8 inch iron pipe found at the Northwest corner of a 0.795 acre tract of land conveyed to Jeanne and Walter Cummins of record in Deed Book 3112, Page 437, being the Southerly right of way line of Clime Road (110 feet in width);

Thence South 13° 39' 33" West with the West line of said 0.795 acre tract a distance of 5.00 feet to a 3/4 inch iron pipe set;

Thence North 74° 38' 30" West with a new division line across said 26.69 acre tract a distance of 280.93 feet to a 3/4 inch iron pipe set;

Thence North 13° 39' 33" East continuing with a new division line across said original 26.69 acre tract a distance of 5.00 feet to a 3/4 inch iron pipe set in the South right of way line of said Clime Road;

Thence South 74° 33' 30" East with the South right of way line of said Clime Road a distance of 280.93 feet to the TRUE POINT OF BEGINNING and containing 0.032 acres of land, more or less.

A bearing of South 74° 33' 30" East was used on the South line of said Clime Road as used in the Deed for said 0.795 acre tract of land record Deed Book 3112 Page 437.

The above description was prepared by Robert E. Blackburn Ohio Surveyor No. 6305, of Geo Graphics, Inc., Land Surveying and Civil Engineering, Columbus, Ohio, from information obtained from an actual field survey of the premises in August of 1995.

FURTHER LESS AND EXCEPTING therefrom the following 0.005 acre tract as conveyed by Mulqueen & Sons, LLC to the Franklin County Commissioners by document recorded on August 21, 2008 of record in Instrument No. 200808210127599.

Situated in the City of Columbus, County of Franklin, and State of Ohio:

Virginia Military Survey No. 1425, and being a part of a 8.254 acre tract of land conveyed to Mulqueen and Sons, LLC by Deed of record in Instrument Number 200406250148169, Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Commencing at "FCGS 5441" at the intersection of Clime Road and Georgesville Road;

Thence along the centerline of Clime Road South 75 degrees 29 minutes 08 seconds East, a distance of 70.89 feet;

Thence perpendicular to the said centerline South 14 degrees 30 minutes 52 seconds West, a distance of 55.00 feet to the existing right of way line of Clime Road and the Northwesterly corner of the said 8.254 acre tract and the Southerly line of a 3.231 acre tract conveyed to Community Development Company, an Ohio General Partnership by Deed of record in Official Record 30798 Page E03 and being the TRUE POINT OF BEGINNING;

Thence South 75 degrees 29 minutes 08 seconds East, a distance of 9.11 feet along the existing right of way line of Clime Road, the grantor's Northerly property line and the Southerly line of the said 3.231 acre tract to an iron pin set in the grantor's Northerly property line;

Thence South 57 degrees 42 minutes 47 seconds West, a distance of 38.41 feet leaving the Southerly line of said 3.231 acre tract and across the grantor's tract to an iron pin set in the grantor's Westerly property line, the existing right of way line of Georgesville Road and the Easterly line of a 1.352 acre tract conveyed to Franklin County Commissioners by Deed of record in Deed Book 3237, Page 533;

Thence North 11 degrees 51 minutes 15 seconds East, a distance of 10.43 feet along the existing right of way line of Georgesville Road, the grantor's Westerly property line and the Easterly line of the said 1.352 acre tract to the grantor's Northwesterly property corner, the existing right of way of Georgesville Road and Clime Road and the Southwesterly corner of the said 3.231 acre tract;

Thence North 59 degrees 38 minutes 42 seconds East, a distance of 24.93 feet leaving the said 1.352 acre tract and along the grantor's Northwesterly property line, the existing right of way line of Georgesville Road and Clime Road and the Southerly line of the said 3.231 acre tract to the TRUE POINT OF BEGINNING.

The above described area contains 0.005 acres of land, more or less, of which the present road occupies 0.000 acres of land, more or less which is part of the Franklin County Auditor's Permanent Parcel Number 010-233237-00, be the same more or less, but subject to all legal highways.



File No: 21395

TITLE INSURANCE COMMITMENT

BY

Old Republic National Title Insurance Company

SCHEDULE B - SECTION I

REQUIREMENTS

The following are the requirements to be complied with:

- a. The Proposed insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- b. Payment of the full consideration to, or for the account of, the Grantors or Mortgagor.
- c. Pay in full to American Title Associates Agency, Inc., the premiums, fees and charges for the Policy.
- d. Cancellation of Mortgages as shown in Schedule B hereto recorded in the Franklin County, Ohio, Records.
- e. Certified Copy of Limited Liability Agreement authorizing selling and authorizing Managing Member to sign.

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File No: 21395

TITLE INSURANCE COMMITMENT

BY

Old Republic National Title Insurance Company

SCHEDULE B - SECTION II

EXCEPTIONS

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

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

1. Any defects, liens, encumbrances, adverse claims or other matters that appear for the first time in the Public Records or is created, attaches or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the Public Records.
4. Any lien or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown in the Public Records.

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5. Rights of parties in actual possession of all or any part of the premises, including, but not limited to, easements, claims of easements, or encumbrances that are not shown in the Public Records.
6. Coal, oil, natural gas, or other mineral interests together with the rights appurtenant thereto now or previously conveyed, whether created by deed, lease, grant, reservation, severance, sufferance or exception.
7. TAXES
Parcel No: 010-233237-00
Description: 8.217 Acres
Valuation: Land \$215,110.00 Building \$554,860.00

Taxes and assessments for the second half of 2020 in the amount of \$28,796.08 are PAID.

Taxes and assessments for the first half of 2021 are a lien, but not yet due and payable.

Special taxes or assessments approved, levied or enacted by the State, County, Municipality or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to reassessment and recapture by way of CAUV, Homestead or other similar programs, or retroactive increases in the valuation of the land by the State, County, Municipality, Township or other taxing authority.

8. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
9. Any issues, assessments, liens, fee requirements, dock access expenses, lake access expenses, or other charges, dues or expenses associated with any property or right access, under any homeowners association, cooperative association or similar organization.
10. Any claim that the Title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. §§ 499a, *et seq.*), the Packers and Stockyards Act (7 U.S.C. §§ 181, *et seq.*) or under similar federal or state laws.
11. OPEN-END MORTGAGE FROM NATION LAND COMPANY, LLC, AN OHIO LIMITED LIABILITY COMPANY, TO WESTFIELD BANK, FSB, IN THE AMOUNT OF \$6,000,000.00, DATED MAY 11, 2017, RECEIVED FOR RECORD MAY 15, 2017, AT 10:57 AM, AND RECORDED AS OFFICIAL RECORDS IMAGING NUMBER 201705150064959, FRANKLIN COUNTY RECORDS. ASSIGNMENT OF RENTS FROM NATION LAND COMPANY, LLC, AN OHIO LIMITED LIABILITY COMPANY, TO WESTFIELD BANK, FSB, DATED MAY 11, 2017,

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AT 10:57 AM, AND RECORDED AS OFFICIAL RECORDS IMAGING NUMBER 201705150064960, FRANKLIN COUNTY RECORDS. UCC FINANCING STATEMENT, RECEIVED FOR RECORD MAY 19, 2017, AT 10:38 AM, AND RECORDED AS OFFICIAL RECORDS IMAGING NUMBER 201705190067586, FRANKLIN COUNTY RECORDS. MODIFICATION OF MORTGAGE, RECEIVED FOR RECORD JANUARY 24, 2019, AT 8:05 AM, AND RECORDED AS OFFICIAL RECORDS IMAGING NUMBER 201901240008910, FRANKLIN COUNTY RECORDS.

12. Perpetual Easement and Right of Way for Public Highway and Road Purposes to the Board of County Commissioners, received for record May 1, 1939, and recorded as Volume 1107, Page 69, Franklin County Records. NOTE: No further examination has been made of the above instrument.
13. Easement to Columbus and Southern Ohio Electric Company, received for record August 1, 1966, and recorded as Volume 2750, Page 652, Franklin County Records. NOTE: No further examination has been made of the above instrument.
14. Right of Way to Columbia Gas of Ohio, Inc., received for record May 20, 1970, and recorded as Volume 3059, Page 249, Franklin County Records. NOTE: No further examination has been made of the above instrument.
15. Right of Way to Columbia Gas of Ohio, Inc., received for record November 18, 1970, and recorded as Volume 3102, Page 434, Franklin County Records. NOTE: No further examination has been made of the above instrument.
16. Deed of Easement to the City of Columbus, Ohio, received for record February 28, 1996, and recorded as Official Records Volume 31262, Page A09, Franklin County Records. NOTE: No further examination has been made of the above instrument.
17. Deed of Easement to the City of Columbus, Ohio, received for record July 26, 1996, and recorded as Official Records Volume 32640, Page E15, Franklin County Records. NOTE: No further examination has been made of the above instrument.
18. Anything to the contrary notwithstanding, the final policies, when issued, will not insure the quantity of land contained within the premises described in Schedule A.
19. Although the policy to be issued insures access to and from the land, it will not insure the right of the insured to build a driveway connecting to the public highway.

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FACTS
WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: Social Security number and employment information, mortgage rates and payments and account balances and checking account information and wire transfer instructions. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions

 Go to www.oldrepublictitle.com (Contact Us)

Who we are

Who is providing this notice?

Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do

How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: Give us your contact information or show your driver's license, show your government-issued ID or provide your mortgage information, make a wire transfer. We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: Sharing for affiliates' everyday business purposes - information about your creditworthiness, affiliates from using your information to market to you and sharing for non-affiliates to market to you. State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. <i>Old Republic Title doesn't jointly market.</i>

Other Important Information
<p>Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.</p>

Affiliates Who May be Delivering This Notice				
American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that MULQUEEN & SONS, INC., "Grantor", an corporation, for One Dollar (\$1.00) and other good and valuable consideration paid by the CITY OF COLUMBUS, OHIO, "Grantee", a municipal corporation, the receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors and assigns forever, a perpetual easement in, over, under, across and through the following described real property for the purposes of constructing, installing, reconstructing, replacing, removing, repairing, maintaining and operating sewer utility lines and appurtenances (the "improvement") thereto:

121916

(SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF)

Prior Instr. Ref: O.R. 31751H05 and 11878H02 Recorder's Office, Franklin County, Ohio.

The Grantor and Grantee understand and hereby agree that all terms and conditions contained herein shall be effective and binding upon the parties and their respective successors and assigns.

1. Grantor, at its expense, shall install/construct a sewer line (the "improvement") within the easement area described herein. The "improvement" shall be installed/constructed in accordance with City of Columbus construction specifications; and, once installed/constructed, said "improvement" within the easement area described shall, subject to approval and acceptance by the City of Columbus, become the property of the Grantee.

2. Grantor, upon completion of said installation/construction and upon approval and/or acceptance by the City of Columbus, shall, at its expense, return the easement area to its former condition as nearly as is reasonably possible.

3. After approval and "acceptance" of the subject "improvement" by the City of Columbus, said "improvement" shall be operated, maintained, renewed, reconstructed and/or replaced by the Grantee as necessity requires in the determination of the City of Columbus.

4. After approval and "acceptance" of the subject "improvement" by the City of Columbus, the Grantee agrees that upon subsequent entry by the Grantee for the purpose of construction, installation, reconstruction, replacement, removal, repair, maintenance and operation of said "improvement", it will restore Grantor's property within said easement area to its former condition as nearly as is reasonably possible after completion of the particular work being performed. Grantor understands and agrees that the restoration of Grantor's property within the easement area is limited to returning the subject property to its former grade and restoring the surface area to its former condition as nearly as is reasonably possible.

5. The perpetual easement rights granted herein are "exclusive" as to all except the Grantor and any previously granted rights of record, however the Grantor shall not cause or allow to be constructed any permanent building, structure, facility or improvement, excepting utility service lines and paved roadway/parking areas, which in any way impair the use or interfere with the construction, operation, maintenance, repair, removal, replacement or reconstruction of the "improvement" or access thereto. Should Grantor make permanent or temporary improvements in or upon the subject exclusive perpetual easement, save those exceptions above, the Grantor shall assume the risk of such improvements being damaged or destroyed by Grantee's subsequent

CITY ATTORNEYS OFFICE
REAL ESTATE DIVISION
109 N. FRONT STREET
COLUMBUS, OHIO 43215
MAIL

TIME 3 00 P.M.
RECORDER FRANKLIN CO, OHIO

JUL 26 1996

RICHARD B. METCALF, RECORDER

RECORDER'S FEE 22.00

CONVEYANCE TAX
EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

TRANSFER
NOT NECESSARY
JUL 26 1996
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

entries made for the purposes granted herein, and the Grantee, its employees, agents, representatives and contractors, shall not be liable for any damage or destruction of such Grantor's improvements during the good faith exercise of the Grantee's rights herein.

6. The Grantor hereby covenants with Grantee to be the true and lawful owner(s) of the above described real property and lawfully seized of the same in fee simple and having good right and full power to grant this Deed of Easement.

TO HAVE AND TO HOLD said real property unto said Grantee, City of Columbus, Ohio, its successors and assigns forever, for the uses and purposes hereinbefore described.

IN WITNESS WHEREOF, the Grantor, Mulqueen & Sons, Inc., by its duly authorized officer, has caused this Deed of Easement to be executed and subscribed this 22nd day of July 1996.

Signed in The Presence Of:

MULQUEEN & SONS, INC.
an Ohio corporation

[Signature]
Witness

By: [Signature]
Donald S. Neff, Vice President
Construction & Development

Print Name: Mirtis Dixon

[Signature]
Witness

Print Name: Edmond W Reese

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this 22nd day of July, 1996, the foregoing instrument was acknowledged before me on behalf of Mulqueen & Sons, Inc., by Donald S. Neff, its Vice President of Construction & Development.



[Signature]
Notary Public

EDMOND W. REESE
NOTARY PUBLIC-STATE OF OHIO
MY COMMISSION EXPIRES JAN. 7, 1997

This instrument prepared by:
CITY OF COLUMBUS, DEPARTMENT OF LAW
By: Richard A. Piplow, Real Estate Attorney
Real Estate Division
For: Division of Sewers & Drains
Re: Clime Road Sanitary Relocation CC 9703-2 (Re: 31348H17)
Negotiator: Ed Reese (6-5)

EXHIBIT "A"

32640E17

SANITARY SEWER EASEMENT

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of Virginia Military Survey No. 1425 and being a sanitary sewer easement, out of a 2.200 acre tract as conveyed to Mulqueen and Son, Inc. of record in Official Record 31878 Page H02 and out of a 6.054 acre tract as conveyed to Mulqueen and Son, Inc., of Official Record 31751 Page H05, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) said easement described as follows:

Beginning at a 5/8 inch iron pipe found at the northwesterly corner of a 0.795 acre tract of land as conveyed to Jeanne and Walter Cummins of record in Deed Book 3112, Page 437, and being in the southerly right-of-way line of Clime Road (110 feet in width) and at the true point of beginning for this description;

Thence SOUTH 13°39'33" WEST, with the westerly line of said 0.795 acre tract, and easterly line of said 2.200 acre tract, a distance of 20.01 feet to a point;

Thence across said 2.200 acre tract the following two (2) courses;

- 1) NORTH 74°33'30" WEST, a distance of 158.37 feet to a point;
- 2) SOUTH 13°39'33" WEST, a distance of 320.78 feet to a point in the southerly line of said 2.200 acre tract, and northerly line of a 5.306 acre tract as conveyed to Howard E. III and Carol J. Fosnaugh as recorded in Deed Book 3543, Page 88;

Thence NORTH 72°57'37" WEST, with the northerly line of said 5.306 acre tract, and southerly line of said 2.200 acre tract and said 6.054 acre tract, a total distance of 838.10 feet to a point passing the southwesterly corner of said 2.200 acre tract a distance of 122.72 feet, the southeasterly corner of a 0.749 acre tract as conveyed to William A. and Carolyn G. Wood of record in Official Record 04808 Page G09;

Thence NORTH 13°23'13" EAST, with the easterly line of said 0.749 acre tract a distance of 15.03 feet to a point;

Thence SOUTH 72°57'37" EAST, crossing said 6.054 acre tract and said 2.200 acre tract a total distance of 823.14 feet to a point, passing the westerly line of said 2.200 acre tract a distance of 716.46 feet;

Thence NORTH 13°39'33" EAST, crossing said 2.200 acre tract a distance of 306.34 feet to a point;

Thence NORTH 74°33'30" WEST, crossing said 2.200 acre tract and said 6.054 acre tract, a total distance of 116.06 feet to a point, passing the westerly line of said 2.200 acre tract a distance of 107.65 feet;

Thence NORTH 13°39'33" EAST, crossing said 6.054 acre tract a distance of 20.01 feet to a point in the southerly right-of-way line of said Clime Road;

Thence SOUTH 74°33'30" EAST, with the southerly right-of-way line of said Clime Road passing the northwesterly corner of said 2.200 acre tract a distance of 7.50 feet, a total distance of 288.43 feet to the point of beginning and containing 0.526 acre of land more or less, 0.249 acres of land being out of said 6.054 acre tract and 0.277 acres of land being out of said 2.200 acre tract.

The above description was prepared by Robert E. Blackburn, Ohio Surveyor No. 6305, of Geo Graphics Inc., Land Surveying and Civil Engineering, Columbus, Ohio, from information obtained from an actual field survey of the premises in October of 1996.

By *Robert E. Blackburn* 7/12/96
 Robert E. Blackburn Rev.
 Ohio Surveyor No. 6305



EXHIBIT FOR SANITARY SEWER EASEMENT

SITUATED IN AND BEING PART OF
 VIRGINIA MILITARY SURVEY NO. 1425
 CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO

William A. &
 Carolyn G. Wood
 0.749 Ac.
 ORV. 04808G09

Howard E. III & Carol J. Fosnaugh
 5.305 Ac.
 D.B. 3543, Pg. 88

MULQUEEN & SON, INC.
 ORV. 31751H05
 6.054 Ac.

N13°38'33"E
 20.01'

115.0' TO
 Permanent
 Easement

N13°39'33"E 305.34'

15.00'
 Permanent
 Easement

S13°39'33"W 320.78'

MULQUEEN & SON, INC.
 ORV. 31878H02
 2.200 Ac.

S13°39'33"W
 20.01'

Walter & Jeanne Cummins
 0.795 Ac.
 D.B. 3112, Pg. 437

CLIME ROAD (110')

32640E-18

POINT OF BEGINNING

0.277 AC. OUT OF 2.200 AC. TRACT
 0.249 AC. OUT OF 6.054 AC. TRACT
 0.526 AC. OF TOTAL EASEMENT

SUPPLEMENT TO EXHIBIT "A"

1 INCH = 100 FEET

0 50 100 200



Robert E. Blackburn 1/2/96
 Robert E. Blackburn
 Ohio Surveyor No. 6325
 Date

Geo-Graphics Inc.
 Land Surveying & Civil Engineering
 583 North James Road Columbus, Ohio 43219
 614-231-2018

EXHIBIT FOR SANITARY SEWER
 COMMUNITY DEVELOPMENT CORPORATION
 CITY OF COLUMBUS,
 FRANKLIN COUNTY, OHIO

REV. DATE	SCALE	DRAWN	CHECKED	DATE	SHEET
7-11-06	1"=100'	J.H.	RED	5-02-09	1 OF 1

[1,587] - Columbus (Case) (12-04-06) - MAY 02 1996 - 15:28:53 - SCALE = 100.00

RIGHT OF WAY

24761

For and in Consideration of One Dollar to them in hand paid, receipt of which is hereby acknowledged, and the further consideration of twenty-five cents (25c) per linear rod, to be paid when such gas is used or occupied

Thomas M. Murrain & Agnes C. Murrain
(husband & wife)

(hereinafter called the Grantor(s)) do hereby grant to Columbia Gas of Ohio, Inc. (hereinafter called the Company), its successors and assigns, the right to lay a pipe line over and through the premises hereinafter described, and to maintain, operate without restriction or limitation, repair, replace and remove same, together with valves and other necessary appurtenances on lands in Loc. Section Township, Franklin County, Ohio, situated in Qr. Twp. No. Township No.

Range No. and bounded as follows: On the North by lands of Charles White Received NOV 18 1970 at 9:20 O'Clock P.M. On the East by lands of City of Columbus Received NOV 20 1970 in Franklin County On the South by lands of H. Fasnaugh & Joan Hill JAMES A. SCHAEFER, Recorder On the West by lands of Georgeville Road Recorder's Fee \$ 2.00 and containing acres, more or less, with the right of ingress and egress to and from the same.

The Grantor(s) may use and enjoy the said premises, subject to the rights herein granted to the Company. All pipe, except those lines with attached valves may become necessary, shall be buried so as not to interfere with the cultivation of the land. The Company shall pay any damages which may arise to crops and fences from the laying, maintaining, operating, repairing, replacing and final removing of said pipe line. Said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor(s), their heirs or assigns, one by the Company, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive. The Company, its successors or assigns, may at any time lay, maintain, operate, repair, replace and remove other lines of pipe elsewhere on said premises, upon the payment of a fee consideration for each line, and subject to the same conditions as above, the laying of any one line of pipe shall not fix or limit the right of way herein granted. The Company may replace or change the size of its pipes, without interruption to service, by paying the damages, if any, to crops and fences which may arise in making such change.

While gas is conveyed through said premises, Grantor(s), their heirs and assigns, shall have the right to purchase gas for domestic use in one dwelling on said premises, subject to the Company's rules and regulations at the rate provided in the current established rate schedule filed with the Public Utilities Commission of Ohio applicable in the territory where gas is to be delivered. If no established rate schedule is applicable in said territory, then the rate prevailing in the nearest community served by the Company shall apply. Grantor(s) shall pay for all gas so delivered within ten (10) days after the bill for the monthly reading period has been issued. Whenever the Company, its successors or assigns, shall desire to remove or abandon a pipe line constructed under authority of this right of way, the Grantor(s) right to purchase gas therefrom shall cease and terminate.

Gas pipe line to be constructed on, straddled and within the new work limits of proposed Georgeville Road

Payment of all money due Grantor(s) hereunder may be made to Thomas Murrain by check made payable to his order and mailed to him at 4422 Chase Road Columbus Ohio.

In Witness Whereof, the Parties hereto have hereunto set their hands this 12 day of October, 1970. Signed and acknowledged in the presence of:

William Kinchabe (Grantor) Thomas Murrain (Grantor)

TRANSFER TAX EXEMPT ARCH I. WARREN FRANKLIN COUNTY AUDITOR

STATE OF OHIO COUNTY OF Franklin Personally appeared before me, Notary Public Thomas M. Murrain & Agnes C. Murrain (husband & wife) who acknowledged the signing of the foregoing instrument to be their voluntary act and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 12 October 1970.

WILLIAM KINCHEDE, Notary Public UNION, FAIRFIELD, FRANKLIN, MCGAWAY, LICKING, DELAWARE & MADISON COUNTIES, OHIO EXPIRES 8/16/1971

THIS INSTRUMENT WAS PREPARED BY C.M. JONES 670 1/2 S. 10th ST. INS.



1107-69



April 29, 1939.

On motion of Mr. Schneider, seconded by Mr. Vigor, the perpetual easement and right of way for public highway and road purposes, executed by Thomas J. and Agnes C. Murnane on account of the widening of the Georgesville Road, required for construction of a new culvert over Big Run, be and the same is hereby accepted, approved and ordered recorded in the office of the County Recorder.

Voting aye thereon; George G. Trabue, Chas. W. Schneider and Harry T. Vigor.

Geo. G. Trabue

Harry T. Vigor

Chas. W. Schneider

Board of County Commissioners

KNOW ALL MEN BY THESE PRESENTS:

That THOMAS J. and AGNES C. MURNANE, the Grantors, for and in consideration of of the sum of Two Hundred dollars (\$200.00) and for other goods and valuable considerations to them paid by the County of Franklin, Ohio, the grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantor, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, clear of all obstructions which interfere with the improvement and/or maintenance of the highway, in, upon and over the lands hereinafter described, situated in Franklin Township, Franklin County, Ohio, V.M.S. #1423 and bounded as follows:

Being a strip of land off the west side of a 26.69 acre tract of land owned by THOMAS J. and AGNES C. MURNANE, said strip being situated immediately east of and adjacent to the present east right of way line of the Georgesville Road, which said strip is more clearly shown on plans of Georgesville Road, on file in the office of the County Engineer, Franklin County, Ohio, and which said strip is described as follows:

Beginning at the point of intersection of the north property line of the 26.69 acre tract of land owned by THOMAS J. and AGNES C. MURNANE, with the present center line of the Georgesville Road, said point being also the northwest corner of the aforesaid 26.69 acre tract; thence along the north property line of the said 26.69 acre tract, south 87 degrees East, a distance of 25 feet to a point in said north property line; thence South 29 degrees 7 minutes 18 seconds West a distance of 120 feet to a point; thence South 13 degrees 55 minutes 25 seconds West, a distance of 144.65 feet to a point, said point being 43 feet east of and at right angles to the present center line of the Georgesville Road; thence along a line 15 feet east of and parallel to the present east right of way line of the Georgesville Road, South 15 degrees West a distance of 200 feet to a point; thence south 13 degrees 40 minutes 4 seconds West a distance of 234.48 feet to a point in the present east right of way line of Georgesville Road; thence North 71 degrees 13 minutes 58 seconds West a distance of 50 feet to a point in the present center line of Georgesville Road, thence along the aforesaid

center line North 15 degrees East a distance of 704.45 feet to the place of beginning, containing 0.771 acres, more or less, of which 0.485 acre is in the existing right of way of Georgevills Road.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

And the said Grantee, for themselves and their heirs, executors, and administrators, hereby covenant with the said Grantee, its successors and assigns that they are the true and lawful owners of said premises, and they are lawfully seized of the same in fee simple, and have good right and full power, to grant, bargain, sell, convey and release the same in and to the said Grantee, that the same are free and clear from all liens and encumbrances whatsoever, and that they will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid Thomas J. and Agnes U. Barnano, hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of power in the above described premises.

IN WITNESS WHEREOF Thomas J. and Agnes U. Barnano, have hereunto set their hands, the 26th day of April in the year of our Lord one thousand nine hundred and thirty-nine.

Signed and sealed in the presence of:

Wm. F. Boland
R. Gordon Palmer
STATE OF OHIO

Thomas J. Barnano
Agnes U. Barnano

FRANKLIN COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named Thomas J. and Agnes U. Barnano who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Columbus, O. this 26th day of April, A. D. 1939.

William F. Boland, William F. Boland,
Notary Public, Franklin County, Ohio.
My commission expires Aug. 7, 1941.



(SEAL)

Transfer Not Necessary May 1, 1939,
Received May 1, 1939, at 3:20 P.M.,
Recorded May 9, 1939.
Fee No Fee

RAYMOND E. SCHAEFER, RECORDER

Raymond E. Schaefer DEPUTY

rt 2



FORM C 81-1 VOL 3059 PAGE 249

Recorded MAY 20 1970 At 12:28 P.M.
Revised MAY 23 1970

RIGHT OF WAY

JAMES A. SCHAEFER, Recorder

For and in Consideration of One Dollar to them in hand paid, receipt of which is hereby acknowledged, and the check or certificate of conveyance of the premises hereinafter described, to be paid to the grantor or his heirs, assigns or assigns, the grantors, their heirs, assigns or assigns, do hereby grant to Columbia Gas of Ohio, Inc. (hereinafter called the Company), its successors and assigns, the right to lay a pipe line over and through the premises hereinafter described, and to maintain, operate without restriction or limitation, repair, replace and remove same, together with valves and other necessary appurtenances on lands in Loc. Franklin Section Franklin Township Franklin County, Ohio, situated in Qr. Twp. No. Franklin Township No. Franklin Range No. Franklin and bounded as follows:

Thomas Murnane and Agnes C. Murnane 9268
(husband and wife)

(hereinafter called the Grantor) do hereby grant to Columbia Gas of Ohio, Inc. (hereinafter called the Company), its successors and assigns, the right to lay a pipe line over and through the premises hereinafter described, and to maintain, operate without restriction or limitation, repair, replace and remove same, together with valves and other necessary appurtenances on lands in Loc. Franklin Section Franklin Township Franklin County, Ohio, situated in Qr. Twp. No. Franklin Township No. Franklin Range No. Franklin and bounded as follows:

On the North by lands of Charles White
On the East by lands of City of Columbus
On the South by lands of M. Rommangh
On the West by lands of Georgetownville Road
and containing acres, more or less, with the right of ingress and egress to and from the line



The Grantor(s) may use and enjoy the said premises, subject to the rights herein granted to the Company. All pipe, valves, appurtenances, etc., necessary shall be buried to as not to interfere with the cultivation of the land. The Company shall pay any damages which may arise from the laying, maintaining, operating, replacing and final removing of said pipe line. Said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor(s) their heirs or assigns, one by the Company, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such persons shall be final and conclusive. The Company may repair or change the size of its pipes, without interruption to service, by paying the damages, if any, which may arise in making such change.

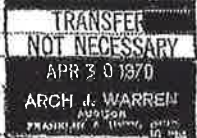
While gas is conveyed through said premises, Grantor(s) their heirs and assigns, shall have the right to purchase gas for domestic use on said premises, subject to the Company's rules and regulations at the rate provided in the current established rate schedule filed with the Public Utilities Commission of Ohio applicable in the territory where gas is to be delivered. If no established rate schedule is applicable in said territory, then the rate prevailing in the nearest community served by the Company shall apply. Grantor shall pay for all gas so delivered within ten (10) days after the bill for the monthly billing period has been issued. Whenever the Company, its successors or assigns, shall desire to remove or abandon a pipe line constructed under authority of this right of way, the Grantor(s) right to purchase gas therefrom shall cease and terminate.

Gas pipe line to be constructed along a course not to exceed a distance of 10 feet east of the east right of way line of Georgetownville Road and along a course not to exceed a distance of 5 feet north of the north right of way line of Clime Road.

Payment of all money due Grantor(s) hereunder may be made to Thomas Murnane by check made payable to his order and mailed to him at 4420 Clinton Columbus Ohio.

In Witness Whereof, the Parties hereto have hereunto set their hands this 25 day of March 1970.

Signed and acknowledged in the presence of:
William Kunkel
Edward J. ...
Thomas J. Murnane
Agnes C. Murnane



STATE OF OHIO
COUNTY OF Franklin
Personally appeared before me, a Notary Public
Thomas J. Murnane & Agnes C. Murnane
(husband and wife)

who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 25 day of March 1970.

WILLIAM KUNKEL, Notary Public
SPRING, FARMER'S, FRANKLIN, PICKAWAY,
TOWNSHIP, DELAWARE & MADISON
COUNTIES, OHIO
No. 8-16-1971



THIS INSTRUMENT WAS PREPARED BY
COLUMBIA GAS OF OHIO, INC.

31262A09

RECORDED FRANKLIN CO., OHIO

4 01 PM

029531

FEB 28 1996

DEED OF EASEMENT

RICHARD B. METCALF, RECORDER

RECORDER'S FEE \$

22.00

KNOW ALL MEN BY THESE PRESENTS that COMMUNITY DEVELOPMENT COMPANY, "Grantor", an Ohio general partnership, for One Dollar (\$1.00) and other good and valuable consideration paid by the CITY OF COLUMBUS, OHIO, "Grantee", a municipal corporation, the receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors and assigns forever, a perpetual easement in, over, under, across and through the following described real property for the purposes of constructing, installing, reconstructing, replacing, removing, repairing, maintaining and operating sewer utility lines and appurtenances (the "improvement") thereto:

(SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF)

Prior Instr. Ref: O.R. 30798E03
Recorder's Office, Franklin County, Ohio.

The Grantor and Grantee understand and hereby agree that all terms and conditions contained herein shall be effective and binding upon the parties and their respective successors and assigns.

1. Grantor, at its expense, shall install/construct a sewer line (the "improvement") within the easement area described herein. The "improvement" shall be installed/constructed in accordance with City of Columbus construction specifications; and, once installed/constructed, said "improvement" within the easement area described shall, subject to approval and acceptance by the City of Columbus, become the property of the Grantee.

2. Grantor, upon completion of said installation/construction and upon approval and/or acceptance by the City of Columbus, shall, at its expense, return the easement area to its former condition as nearly as is reasonably possible.

3. After approval and "acceptance" of the subject "improvement" by the City of Columbus, said "improvement" shall be operated, maintained, renewed, reconstructed and/or replaced by the Grantee as necessity requires in the determination of the City of Columbus.

4. After approval and "acceptance" of the subject "improvement" by the City of Columbus, the Grantee agrees that upon subsequent entry by the Grantee for the purpose of construction, installation, reconstruction, replacement, removal, repair, maintenance and operation of said "improvement", it will restore Grantor's property within said easement area to its former condition as nearly as is reasonably possible after completion of the particular work being performed. Grantor understands and agrees that the restoration of Grantor's property within the easement area is limited to returning the subject property to its former grade and restoring the surface area to its former condition as nearly as is reasonably possible.

5. The perpetual easement rights granted herein are "exclusive" as to all except the Grantor and any previously granted rights of record, however the Grantor shall not cause or allow to be constructed any permanent building, structure, facility or improvement, excepting utility service lines and paved roadway/parking areas, which in any way impair the use or interfere with the construction, operation, maintenance, repair, removal, replacement or reconstruction of the "improvement" or access thereto. Should Grantor make permanent or temporary improvements in or upon the subject exclusive perpetual easement, save those exceptions above, the Grantor shall assume the risk of such improvements being damaged or destroyed by Grantee's subsequent entries made for the purposes granted herein, and the Grantee, its employees, agents, representatives and contractors, shall not be liable for any damage or destruction of such Grantor's improvements during the good faith exercise of the Grantee's rights herein.

CITY ATTORNEY'S OFFICE
REAL ESTATE DIVISION
109 N. FRONT STREET
COLUMBUS, OHIO 43215

MAIL

EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

TRANSFER NECESSARY
FEB 28 1996
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

6. The Grantor hereby covenants with Grantee to be the true and lawful owner(s) of the above described real property and lawfully seized of the same in fee simple and having good right and full power to grant this Deed of Easement.

TO HAVE AND TO HOLD said real property unto said Grantee, City of Columbus, Ohio, its successors and assigns forever, for the uses and purposes hereinbefore described.

IN WITNESS WHEREOF, the Grantor, Community Development Company, by its duly authorized partner, has caused this Deed of Easement to be executed and subscribed this 23rd day of July 1996.

Signed In The Presence Of:

COMMUNITY DEVELOPMENT COMPANY
an Ohio general partnership

[Signature]
Witness
Print Name: [Name]

By: Parkmead Corporation
an Ohio corporation
General Partner

[Signature]
Witness
Print Name: JOHN J PARISI

By: [Signature]
Frank Cipriano, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this 23rd day of July, 1996, the foregoing instrument was acknowledged before me on behalf of the Community Development Company, by Frank Cipriano, President of Parkmead Corporation, its General Partner.



AUSA H. ARGIST
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUG. 14, 1998

[Signature]
Notary Public

This instrument prepared by:
CITY OF COLUMBUS, DEPARTMENT OF LAW
By: Richard A. Pieplow, Real Estate Attorney
Real Estate Division
For: Division of Sewers & Drains
Re: Cline Road Sanitary CC 9703-1
Negotiator: Ed Reese

l:e: easement: community.ded

EXHIBIT "A"

SANITARY SEWER EASEMENT

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of Virginia Military Survey No. 1425 and being a sanitary sewer easement 32.50 feet wide, across an original 26.69 (with exceptions) acre tract as conveyed to Community Development Company, an Ohio General Partnership of record in Official Record 30798E03, (all deed references refer to the records of the Recorder's Office, Franklin County, Ohio) said easement described as follows:

Beginning for reference at the northerly right-of-way line of Clime Road with the easterly line of said original 26.69 acre tract, and the southeasterly corner of 1.05 acre tract, as conveyed to Keith G. and P.R. Davis of record in Deed Book 521, Page 65;

Thence NORTH 74°33'30" WEST, with the northerly right-of-way line of said Clime Road a distance of 100.00 feet, to a point, said point at the southwesterly corner of said 1.05 acre tract, and the true point of beginning for this description;

Thence NORTH 74°33'30" WEST, continuing with the northerly right-of-way line of said Clime Road, a distance of 32.51 feet, to a point;

Thence NORTH 14°15'16" EAST, crossing said original 26.69 acre tract a distance of 451.52 feet, to a point in the southerly line of a 4.002 acre tract as conveyed to Northwestern Service Corporation of record in Official Record 10221A14;

Thence SOUTH 77°02'49" EAST, with the southerly line of said 4.002 acre tract a distance of 32.50 feet to a point in the northwesterly corner of said 1.05 acre tract;

Thence SOUTH 14°15'16" WEST, with westerly line of said 1.05 acre tract a distance of 452.93 feet, to the point of beginning and containing 0.337 acres of land more or less.

The above description was prepared by Robert E. Blackburn, Ohio Surveyor No. 6305, of *Geo Graphics Inc.*, Land Surveying and Civil Engineering, Columbus, Ohio, from information obtained from an actual field survey of the premises in October of 1995.

Robert E. Blackburn 1-30-96

By Robert E. Blackburn Rev. date
Ohio Surveyor No. 6305



31262A12

EXHIBIT FOR 32.50 FOOT SANITARY SEWER EASEMENT

SITUATED IN AND BEING PART OF
VIRGINIA MILITARY SURVEY NO. 1425
CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO

Northwestern Service Corporation
4.002 Ac.
ORV. 10221A14

Community Development Company
An Ohio General Partnership
ORV. 30798E03
26.69 Ac. With Exceptions

S77°02'49"E
32.50'

N14°15'16"E 451.53'

N14°15'16"W 453.83'
Keith C. & P.R. Davis
1.05 Ac.
D.B. 521, Pg. 65

32.50'
Permanent
Easement

City of Columbus
Big Run Park

REFERENCE
POINT

CLIME ROAD ~ 110'
N74°33'30"W 32.51'
100.00'
N74°33'30"W

POINT OF
BEGINNING

SUPPLEMENT TO EXHIBIT "A"

1 INCH = 100 FEET



Geo-Graphics Inc.
Land Surveying & Civil Engineering
685 North James Road Columbus, Ohio 43219
614-231-2016

EXHIBIT FOR SANITARY SEWER
COMMUNITY DEVELOPMENT CORPORATION
CITY OF COLUMBUS,
FRANKLIN COUNTY, OHIO

Robert E. Blackburn 1-29-94
Robert E. Blackburn Date
Ohio Surveyor No. 6305

REVISED 1-25-04

SCALE 1"=100'	DRAWN LRG	CHECKED RED	DATE 10-17-95	SHEET 1 OF 1
------------------	--------------	----------------	------------------	-----------------

[WORK] - D:\ACADWORK\COLUMBUS\CLIME-EXLOW - JAN 12, 1998 - 09:36:12 - SCALE = 100.00



527500306

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

Agnes G. Murnann and Thomas J. Murnann, Her husband
do hereby grant unto COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY, its successors, assigns, lessees and licensees (hereinafter called the Company), so long as the same may be used for the purposes herein contemplated, the right and easement to construct, reconstruct, enlarge, repair, replace, remove, operate and maintain facilities, whether pole or underground, for the transmission and distribution of electric energy, together with all such facilities, including poles, wires, guys, guy stubs, conduits, manholes, fixtures and appurtenances, as it may require or deem proper therefor, and for the attachment and carrying of the wires and cables of other companies using energy in the conduct of their business, upon, across, in, over and/or under the property and/or the highway, crossing the property situated in R. T. Sec. Fr. Survey Franklin
in the Township of Franklin County of Franklin
and State of Ohio, and known as 33.22 acres, more or less, as the same is more particularly described in the deed dated 4-14-38 from Rolla E. and Nellie C. White to Thomas J. and Agnes G. Murnann and recorded in Deed Book 1093, Page 303, Record of Deeds in Recorder's office, Franklin County, Ohio.

Said lines shall be constructed according to the following course: Within the limits of a five (5) foot strip of land situated West of and adjacent to the East property line and to extend from the center line of Glime Road in a Southerly direction for a distance of approximately 73 feet and there to terminate.

AUG 1 - 1966
Received... AUG 3 1966
Recorded... AUG 3 1966
JAMES A. SCHAEFER, Recorder

TRANSFER NOT NECESSARY
APPROVED AS TO FORM
AUG - 1 1966
ARCH J. HARRISON
FRANKLIN COUNTY, OHIO

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

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

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

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

WITNESS my hand and seal this 24th day of May, 1966.

Signed and acknowledged in the presence of:
U. G. Sanders
Renald E. Stewart
Agnes G. Murnann
Thomas J. Murnann

STATE OF Ohio Franklin COUNTY, SS:

I, Notary Public in and for said county and state, personally appeared the above named Agnes G. Murnann and Thomas J. Murnann who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 24th day of May, 1966.

D. GEORGE SANDERS Notary Public
Franklin County, Ohio

Commission expires day of 19



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

Richard T. Kiko Agency, Inc. (dba KIKO)

We are pleased you have selected KIKO to help you with your real estate needs. Whether you are selling, buying, or leasing real estate, KIKO 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 at 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, 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 interest 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 a 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, act with reasonable skill and care, 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 between the buyer and the seller. They must not advocate the position of one client over the best interest of the other client or disclose any personal or confidential information to the other party without written consent.

Split Agency

On occasion, the buyer and seller will each be represented by two different agents from the same company. In this case, the agents each represent the best interest of their respective clients. 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 protect the confidential information of both parties.

Working with KIKO

KIKO does offer representation to both buyers and sellers when it is not a KIKO auction sale. 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 pursuant to Split Agency, but KIKO and its managers will act as a dual agent. This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. However, KIKO will still supervise both agents to assure that their clients are being fully represented. The brokerage will protect the confidential information of both parties.

The policy of KIKO also permits one agent to represent both parties pursuant to Dual Agency. In the event that both the buyer and seller are represented by one agent, that agent and KIKO 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 will 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 seek representation from another brokerage.

As the buyer, you may also choose to represent yourself on properties that KIKO has listed. In that instance, KIKO 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.

KIKO Auction Sales

KIKO represents sellers who are selling the property by means of the auction method. Due to the unique features of an auction sale, it is the policy of KIKO that it and ALL of its agents represent only the seller at an auction sale. Because ALL of the KIKO agents have a duty of full disclosure to the seller, in an auction sales situation, you should not share any information with a KIKO agent that you would not want the seller to know.

Working with Other Brokerages

KIKO does offer representation to both buyers and sellers. When KIKO lists property for sale, it also cooperates with and offers compensation to other brokerages that represent buyers. KIKO 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 KIKO shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead, that company will be representing the buyer and KIKO will be representing your interests.

When acting as a buyer's agent, KIKO 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 you have this information, Ohio law requires that we ask you to sign below in acknowledgement for the receipt of this Consumer Guide. Doing so will not obligate you to work with our company if you do not choose to do so.

Name (Please print)

Signature Date

Name (Please print)

Signature Date





AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 4395 Clime Rd, Columbus, OH

Buyer(s): _____

Seller(s): Nation Land Company LLC

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

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

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Peter R Kiko / Richard T Kiko Jr / Kristen Kiko and real estate brokerage Kiko 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 _____

EXHIBIT D

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:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100





2722 Fulton Dr NW
Canton OH 44718

PURCHASE AGREEMENT

September 22, 2021



Auction #1 Commercial

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in **City of Columbus, Franklin County, OH**, said premises being known as **approximately 8.217 acres more or less and further known as 4395 Clime Rd ; Columbus OH 43228 (Parcel #010-233237-00) (hereinafter the "Property")**. (See attached Exhibit A – Map).

Property to be conveyed as is, but is subject to all zoning laws and ordinances, and all easements, conditions, and restrictions appearing of record for which the purchasers agree to pay the sum of \$ _____

Deposit with this agreement in Cash _____ Check _____ Note _____. **10%** \$ _____

Payment when executed deed is delivered to Buyer or Escrow Agent. \$ _____

CONVEYANCE & EVIDENCE OF TITLE: Seller, through Seller’s title agency or attorney, shall provide to Buyer a title insurance commitment for an Owner’s Policy of title insurance in the amount of the purchase price. Seller shall pay for the cost of the title search and the parties shall share equally the cost of the evidence of title; including but not limited to owner’s title insurance premium, policy commitment and escrow fee. Location survey, lender’s policy, title policy endorsements(s) and recording fees to be paid by Buyer. Deed preparation and county conveyance fee to be paid by Seller. Seller shall convey the premises by warranty deed or fiduciary deed where applicable, free of dower, liens, or encumbrances, except as specified herein and the entire transaction shall be completed on or before **November 22, 2021** or as soon as title work is completed. If estate or bankruptcy sale, it shall be subject to any necessary Court approval.

TAXES, WATER, SEWER: Taxes and assessments, general and special, based on the current tax duplicate, and water and sewer charges shall be prorated as of the date of delivery of deed. If agricultural use valuation (CAUV), Buyer responsible to renew CAUV. If and when recoupment occurs, Buyer shall be solely liable for any recoupment of taxes.

POSSESSION: Seller to deliver complete possession of the Property to Buyer on or before _____ days after date of recording of deed, subject to legal rights of present tenants. The “risk of loss” shall pass upon the delivery of deed. If any of the improvements on subject premises are substantially damaged by fire or other casualty prior to delivery of deed, Buyer shall have the option to (1) complete the purchase and have the purchase price reduced by the amount of insurance payable to the Sellers, or (2) to void this Agreement in which event all deposits will be promptly refunded to Buyer and there shall be no further liability, by, between or among Seller, Buyer and Realtor.

SALES FEE: Seller authorizes escrow agent to pay Realtor all fees as stated in the listing contract upon closing or otherwise in accordance with the listing contract.

PROPERTY CONDITION: Buyer agrees to purchase the property in its present “as is” condition. Buyer represents and warrants to Seller that Buyer has been given a full and sufficient opportunity to examine the Property; has done so, has signed this Agreement as a result of said examination; and that Buyer is not relying on any representations of Seller, Realtor or anyone else on behalf of Seller or Realtor whether verbal, written or otherwise. Buyer accepts full responsibility for any non-apparent or development issues including, but not limited to, soils and all subsurface matters including the possible existence of mines. This instrument contains the entire agreement between the parties, including any addendum exhibits signed and attached hereto, and no representations, promises, provisions, terms, warranties, conditions or obligations whatsoever, expressed or implied, other than herein set forth, shall be binding upon Buyer, Seller, or Realtor.

DEFAULT: Buyer represents that Buyer is ready, willing and able to carry out the terms and conditions herein contained. If Buyer refuses to perform the requirements herein on Buyer’s part to be performed, Seller may, in lieu of other remedies available, declare this Agreement null and void as to Buyer and, at Seller’s option, all monies paid on account hereof not in excess of 15% of the agreed purchase price shall be forfeited to Seller as fixed, stipulated and liquidated damages without proof of loss; however, Broker shall hold said monies in its trust account pending an authorization by the parties or court order. From any monies so forfeited, Seller agrees to pay any expenses incurred in connection with the transaction to date of forfeiture such as real estate commissions, appraisal fees, title expenses, etc. and any balance remaining shall be paid to Seller.

TENANT OCCUPIED: If any part of the Property is tenant occupied, all rents shall be prorated between parties as of date of delivery of deed and buyer shall be entitled to receive all rentals thereafter becoming due. All deposits, if any, together with rights and obligations as landlord shall be transferred to the Buyer. Buyer responsible to secure and comply with any inspections required due to title transfer.

INFORMATION AUTHORIZATION: This agreement shall be part of the closing escrow instructions. Seller authorizes escrow/closing agent to obtain written payoff statements from any secured lien holders. Buyer authorizes Lender to disclose to real estate brokers information regarding Buyer’s loan and specifically authorizes Richard T. Kiko Agency, Inc. to release any and all documents relating to this transaction to Lender including copies of this Purchase Agreement and the deposit check. Seller and Buyer grant escrow/closing agent authorization to provide listing and selling brokers with copies of the closing disclosures and settlement statement, if any.

ARBITRATION: In the event a dispute arises concerning this contract and/or the performance of Owner(s) or Realtor (including any Owner, officer, agent or employee of Realtor) arising out of or in any way related to this contract or any of their acts or performance in connection therewith, the dispute shall be submitted to binding arbitration through and pursuant to the rules of the American Arbitration Association or similar arbitration organization. By agreeing to arbitration, all parties waive their right to court or jury trial. The party first filing shall have the right to select the arbitration association to hear the matter. All claims, including crossclaims and counterclaims, must be brought in the arbitration or are waived. It is understood that the arbitration will be administered by said arbitration association and will include the use of its arbitrators. The arbitration shall be held in Stark County unless otherwise agreed to by Owner(s) and Realtor. The arbitrator shall have actual experience with the sale of the type of property being sold pursuant to this contract. All issues of arbitrability shall be determined solely by the arbitrator. All costs and/or fees of the arbitration shall be equally divided among all parties to the arbitration and all parties to the arbitration shall be solely responsible for paying their own attorney’s fees. All incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this contract. Any and all disputes, whether by arbitration or otherwise, shall be venued, heard and decided in Stark County, Ohio.

It is further agreed by both parties that any items attached and normally considered real estate shall transfer. Additional provisions:

See attached Ex B See copy of Title Insurance Policy dated 8/6/21. See attached Ex C Consumer Guide to Agency Relationships. See attached Ex D Agency Disclosure Form. Any city/county code requirements are buyer’s obligation and expense. The following items are RESERVED: tenants belongings.

and all other items there and considered as real estate shall remain; and Seller warrants that all such items are free of liens and encumbrances, and further does authorize the Escrow Agent to pay from the proceeds of the sale any and all outstanding debts or monies on these items. Sale subject to Seller being able to deliver marketable title. This property will be sold subject to any applicable Federal, State and/or Government Regulations.

For all absolute auction sales, the Auctioneer declaring the property SOLD to Buyer constitutes Sellers acceptance of this offer from Buyer.

_____	_____	<u>9/22/2021</u>
Witness	Buyer	Date
_____	_____	<u>9/22/2021</u>
Witness	Buyer	Date
_____	_____	<u>9/22/2021</u>
Witness	Seller	Date
_____	_____	<u>9/22/2021</u>
Witness	Seller	Date

The Buyer and Seller hereby acknowledge receipt of a fully signed copy hereof.

_____	<u>9/22/2021</u>	_____	<u>9/22/2021</u>
Buyer	Date	Seller	Date

We hereby acknowledge receipt of deposit of \$ _____ which, together with any additional cash payments made by the purchasers before date of delivery of deed is to be delivered and held in escrow by **Richard T. Kiko Agency, Inc.**, dba, Kiko, Listing Realtor. Buyer and Seller authorize Kiko to disburse the deposit to the title agency of closing attorney in preparation for closing of the transaction.

Selling Realtor Kiko	Consumer Guide	<input type="checkbox"/> Yes <input type="checkbox"/> No
Salesman _____	Agency Disclosure Form Attached	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Property Information Check List Attached	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Lead Base Paint Disclosure Attached	<input type="checkbox"/> Yes <input type="checkbox"/> No