

2722 Fulton Dr NW  
Canton OH 44718

**PURCHASE AGREEMENT**



April 8, 2023

**ENTIRETY**

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in Lawrence Twp; Jackson Township, Stark County, OH, said premises being known as approximately 471.542 acres more or less and further known as 5147 & 5095 Crystal Lake Ave NW; 5696 Butterbridge Rd NW; 10120 Lafayette Dr NW; Canal Fulton OH 44614 (Parcel #26-00255; 26-12903; 26-13863; 16-01640; 100116891; 25-00122; 25-001560; 16-01637; 16-07089; 16-01697; 16-01633; 16-19808) (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 \$ \_\_\_\_\_ Per acre multiplied by the actual number of acres surveyed and in the new legal description, as the total purchase price for this Agreement.

Deposit with this agreement in Cash \_\_\_\_\_ Check \_\_\_\_\_ Note \_\_\_\_\_

Approx \$ \_\_\_\_\_  
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 endorsement(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 **June 7, 2023** 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 0 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), Buyer(s), or Realtor (including any Owner, officer, agent or employee of any of them) 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 (AAA). By agreeing to arbitration, all parties waive their right to court or jury trial. 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 AAA and will include the use of its arbitrators. 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. Unless otherwise prohibited by law, all incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this contract. Unless otherwise agreed to by Owner(s), Buyer(s) and Realtor, 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:

**including grain bins and silo, and mobile home with no title. Homes and barns are in poor condition. Round bales along woods to transfer with real estate. Decorative stones are reserved. All mineral interests, if any, including oil and gas, owned by seller, to transfer to buyer, subject to the existing leases of record. See attached Ex B. See copy of Title Insurance Policy dated 1/24/23, 1/31/23, 2/2/23, 2/10/23, 2/22/23. This Title Insurance Policy covers these premises & others. See attached Ex C Lead Based Paint Disclosure Form. See attached Ex D Consumer Guide to Agency Relationships. See attached Ex E Agency Disclosure Form. See attached Ex F Sewage System Evaluations. Any updates, repairs, etc required by Stark County Health Dept are buyer's obligation and expense. See attached Ex G Letter from Stark County Health Department. See attached Ex H Maps. Seller to furnish legal description. All measurements and references to acreage are approximate. Subject to split approval by Planning Commission and Government Regulators. Buyer to pay survey costs in the amount of \$26,500.00. Any miscellaneous debris remaining after closing to transfer with real estate. Farm land leased for 2023. Any and all loose building material does not transfer.**

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.

Witness	_____	Buyer	_____
Witness	_____	Buyer	_____
Witness	_____	Seller	_____
Witness	_____	Seller	_____

Date	<u>4/8/2023</u>
Date	<u>4/8/2023</u>
Date	<u>4/8/2023</u>
Date	<u>4/8/2023</u>

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

Buyer	_____	Date	<u>4/8/2023</u>
	_____	Seller	_____

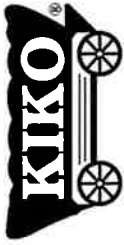
Date	<u>4/8/2023</u>
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We hereby acknowledge receipt of deposit of \$ \_\_\_\_\_ which, together with any additional cash payments made by the purchasers before date of delivery of deed is to be delivered and held in escrow by **Richard T. Kiko Agency, 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  
Agency Disclosure Form Attached  
Property Information Check List Attached

_____	Yes	_____	No
_____	Yes	_____	No
_____	Yes	_____	No



**2722 Fulton Dr NW  
Canton OH 44718**

**PURCHASE AGREEMENT**



**April 8, 2023**

**1 thru 7 & 14-22 Entirety**

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in **Lawrence Township; Jackson Township, Stark County, OH,** said premises being known as **approximately 393.382 acres more or less and further known as 5147 & 5095 Crystal Lake Ave NW; 5696 Butterbridge Rd NW; 10120 Lafayette Dr NW;; Canal Fulton OH 44614 (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 \$ \_\_\_\_\_ **Per acre multiplied by the actual number of acres surveyed and in the new legal description, as the total purchase price for this Agreement.**

Deposit with this agreement in Cash \_\_\_\_\_ Check \_\_\_\_\_ Note \_\_\_\_\_

**Approx** \$ \_\_\_\_\_  
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\$ \_\_\_\_\_

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**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 endorsement(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 **June 7, 2023** 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 **0** 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.

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**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), Buyer(s), or Realtor (including any Owner, officer, agent or employee of any of them) 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 (AAA). By agreeing to arbitration, all parties waive their right to court or jury trial. 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 AAA and will include the use of its arbitrators. 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. Unless otherwise prohibited by law, all incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this contract. Unless otherwise agreed to by Owner(s), Buyer(s) and Realtor, 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:

**including grain bins, silo and mobile home with no title. Homes and barns are in poor condition. Round bales along woods to transfer with real estate. Decorative stones are reserved. All mineral interests, if any, including oil and gas, owned by seller, to transfer to buyer, subject to the existing leases of record. See attached Ex B. See copy of Title Insurance Policy dated 1/24/23, 1/31/23, 2/2/23, 2/10/23, 2/22/23. This Title Insurance Policy covers these premises & others. See attached Ex C. Lead Based Paint Disclosure Form. See attached Ex D. Consumer Guide to Agency Relationships. See attached Ex E. Agency Disclosure Form. See attached Ex F. Sewage System Evaluations. Any updates, repairs, etc required by Stark County Health Dept are buyer's obligation and expense. See attached Ex G. Letter from Stark County Health Department. See attached Ex H. Maps. Seller to furnish legal description. All measurements and references to acreage are approximate. Subject to split approval by Planning Commission and Government Regulators. Buyer to pay survey costs in the amount of \$22,400.00. Any miscellaneous debris remaining after closing to transfer with real estate. Any and all loose building material does not transfer. Farm land leased for 2023.**

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.

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Witness	_____	Buyer	_____	<u>4/8/2023</u>
				Date
Witness	_____	Buyer	_____	<u>4/8/2023</u>
				Date
Witness	_____	Seller	_____	<u>4/8/2023</u>
				Date
Witness	_____	Seller	_____	<u>4/8/2023</u>
				Date

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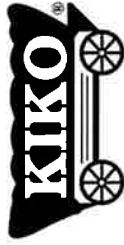
Buyer \_\_\_\_\_ Date 4/8/2023 Seller \_\_\_\_\_ Date 4/8/2023

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Selling Realtor **Kiko** \_\_\_\_\_  
Salesman \_\_\_\_\_

Consumer Guide  
Agency Disclosure Form Attached  
Property Information Check List Attached  
Lead Base Paint Disclosure Attached

Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_



2722 Fulton Dr NW  
Canton OH 44718

**PURCHASE AGREEMENT**



April 8, 2023

**9-13 ENTIRETY**

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in Lawrence Township, Stark County, OH, said premises being known as **approximately 29.7 acres more or less and further known as Lafayette Dr NW & Akron Ave; Canal Fulton OH 44614 (hereinafter the "Property")**. (See attached Exhibit A – Map).

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Witness	_____	Buyer	_____	<u>4/8/2023</u>
	_____		_____	Date
Witness	_____	Buyer	_____	<u>4/8/2023</u>
	_____		_____	Date
Witness	_____	Seller	_____	<u>4/8/2023</u>
	_____		_____	Date
Witness	_____	Seller	_____	<u>4/8/2023</u>
	_____		_____	Date

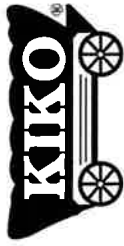
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Salesman \_\_\_\_\_  
Consumer Guide  
Agency Disclosure Form Attached  
Property Information Check List Attached  
Lead Base Paint Disclosure Attached

\_\_\_\_ Yes \_\_\_\_ No  
\_\_\_\_ Yes \_\_\_\_ No  
\_\_\_\_ Yes \_\_\_\_ No  
\_\_\_\_ Yes \_\_\_\_ No



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Canton OH 44718

**PURCHASE AGREEMENT**



April 8, 2023

1

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in Lawrence Township, Stark County, OH, said premises being known as approximately 43.45 acres more or less and further known as Butterbridge Rd NW; Canal Fulton OH 44614 (Parcel #26-00255) being approximately 148 front feet (hereinafter the "Property"). (See attached Exhibit A – Map).

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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 May 23, 2023 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 0 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 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), Buyer(s), or Realtor (including any Owner, officer, agent or employee of any of them) 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 (AAA). By agreeing to arbitration, all parties waive their right to court or jury trial. 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 AAA and will include the use of its arbitrators. The arbitrator shall have actual experience with the sale of the 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. Unless otherwise prohibited by law, all incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this contract. Unless otherwise agreed to by Owner(s), Buyer(s) and Realtor, 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:

**All mineral interests, if any, including oil and gas, owned by seller, to transfer to buyer, subject to the existing leases of record. See attached Ex B. See copy of Title Insurance Policy dated 1/24/23, 2/2/23, 2/10/23, 2/22/23. This Title Insurance Policy covers these premises & others. See attached Ex D Consumer Guide to Agency Relationships. See attached Ex E Agency Disclosure Form. See attached Ex G Letter from Stark County Health Department. See attached Ex H Maps. Seller to furnish legal description. All measurements and references to acreage are approximate. Subject to approval by Planning Commission and Government Regulators. Buyer to pay survey costs in the amount of \$1,400.00 Pond overflow pipe located on this parcel. Farm land leased for 2023.**

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.

Witness \_\_\_\_\_  
Buyer  
Witness \_\_\_\_\_  
Buyer  
Witness \_\_\_\_\_  
Seller  
Witness \_\_\_\_\_  
Seller

4/8/2023  
Date  
4/8/2023  
Date  
4/8/2023  
Date  
4/8/2023  
Date

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

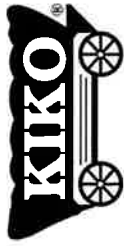
Buyer \_\_\_\_\_ 4/8/2023 \_\_\_\_\_ Date  
Seller \_\_\_\_\_ 4/8/2023 \_\_\_\_\_ Date

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** \_\_\_\_\_  
Salesman \_\_\_\_\_

Consumer Guide  
Agency Disclosure Form Attached  
Property Information Check List Attached  
Lead Base Paint Disclosure Attached

Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_



2722 Fulton Dr NW  
Canton OH 44718

**PURCHASE AGREEMENT**



April 8, 2023

2

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in **Lawrence Township , Stark County, OH**, said premises being known as **approximately 11.3 acres more or less and further known as Butterbridge Rd NW; Canal Fulton OH 44614 being approximately 395 front feet (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 \$ \_\_\_\_\_ Per acre multiplied by the actual number of acres surveyed and in the new legal description, as the total purchase price for this Agreement.

Deposit with this agreement in Cash \_\_\_\_\_ Check \_\_\_\_\_ Note \_\_\_\_\_

Approx \$ \_\_\_\_\_  
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 **June 7, 2023** 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 **0** 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), Buyer(s), or Realtor (including any Owner, officer, agent or employee of any of them) 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 (AAA). By agreeing to arbitration, all parties waive their right to court or jury trial. 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 AAA and will include the use of its arbitrators. The arbitrator shall have actual experience with the sale of the 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. Unless otherwise prohibited by law, all incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this contract. Unless otherwise agreed to by Owner(s), Buyer(s) and Realtor, 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:

**All mineral interests, if any, including oil and gas, owned by seller, to transfer to buyer, subject to the existing leases of record. See attached Ex B See copy of Title Insurance Policy dated 1/24/23, 1/31/23, 2/2/23, 2/10/23, 2/22/23. This Title Insurance Policy covers these premises & others. See attached Ex D Consumer Guide to Agency Relationships. See attached Ex E Agency Disclosure Form. See attached Ex G Letter from Stark County Health Department. See attached Ex H Maps. Seller to furnish legal description. All measurements and references to acreage are approximate. Subject to split approval by Planning Commission and Government Regulators. Buyer to pay survey costs in the amount of \$1,400.00 Subject to easement for Parcel 2 & 4 to use existing bridge located on Parcel #3 for ingress and egress. Farm land leased for 2023.**

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.

Witness \_\_\_\_\_ Buyer  
Witness \_\_\_\_\_ Buyer  
Witness \_\_\_\_\_ Seller  
Witness \_\_\_\_\_ Seller

Date 4/8/2023  
Date 4/8/2023  
Date 4/8/2023  
Date 4/8/2023

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

Buyer \_\_\_\_\_ Date 4/8/2023 Seller \_\_\_\_\_ Date 4/8/2023

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**  
Salesman \_\_\_\_\_

Consumer Guide  
Agency Disclosure Form Attached  
Property Information Check List Attached  
Lead Base Paint Disclosure Attached

Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_



**2722 Fulton Dr NW  
Canton OH 44718**

**PURCHASE AGREEMENT**



**April 8, 2023**

3

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in **Lawrence Township, Stark County, OH**, said premises being known as **approximately 20.1 acres more or less and further known as 5696 Butterbridge Rd NW; Canal Fulton OH 44614 being approximately 100 front feet 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 \$ \_\_\_\_\_ Per acre multiplied by the actual number of acres surveyed and in the new legal description, as the total purchase price for this Agreement.

Deposit with this agreement in Cash \_\_\_\_\_ Check \_\_\_\_\_ Note \_\_\_\_\_

Approx \_\_\_\_\_  
10% \_\_\_\_\_  
\$ \_\_\_\_\_

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

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**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 such as real estate commissions, appraisal fees, title expenses, etc. and any balance remaining shall be paid to Seller.

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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.

Witness	Buyer	<u>4/8/2023</u>
Witness	Buyer	<u>4/8/2023</u>
Witness	Seller	<u>4/8/2023</u>
Witness	Seller	<u>4/8/2023</u>

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

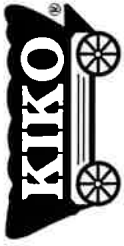
Buyer	<u>4/8/2023</u>	Seller	<u>4/8/2023</u>
	Date		Date

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**  
Salesman \_\_\_\_\_

Consumer Guide  
Agency Disclosure Form Attached  
Property Information Check List Attached  
Lead Base Paint Disclosure Attached

Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_



2722 Fulton Dr NW  
Canton OH 44718

**PURCHASE AGREEMENT**



April 8, 2023

4

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in **Lawrence Township, Stark County, OH**, said premises being known as **approximately 17.1 acres more or less and further known as "Butterbridge Rd NW; Canal Fulton OH 44614 being approximately 590 front feet (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 \$ \_\_\_\_\_ Per acre multiplied by the actual number of acres surveyed and in the new legal description, as the total purchase price for this Agreement.

Deposit with this agreement in Cash \_\_\_\_\_ Check \_\_\_\_\_ Note \_\_\_\_\_

Approx. \$ \_\_\_\_\_  
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 endorsement(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 **June 7, 2023** or as soon as title work is completed. If estate or bankruptcy sale, it shall be subject to any necessary Court approval.

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**POSSESSION:** Seller to deliver complete possession of the Property to Buyer on or before **0** 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.

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**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 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), Buyer(s), or Realtor (including any Owner, officer, agent or employee of any of them) 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 (AAA). By agreeing to arbitration, all parties waive their right to court or jury trial. 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 AAA and will include the use of its arbitrators. 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. Unless otherwise prohibited by law, all incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this contract. Unless otherwise agreed to by Owner(s), Buyer(s) and Realtor, 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:

**All mineral interests, if any, including oil and gas, owned by seller, to transfer to buyer, subject to the existing leases of record. See attached Ex B See copy of Title Insurance Policy dated 1/24/23, 1/31/23, 2/2/23, 2/10/23, 2/22/23. This Title Insurance Policy covers these premises & others. See attached Ex D Consumer Guide to Agency Relationships. See attached Ex E Agency Disclosure Form. See attached Ex G Letter from Stark County Health Department. See attached Ex H Maps. Seller to furnish legal description. All measurements and references to acreage are approximate. Subject to split approval by Planning Commission and Government Regulators. Buyer to pay survey costs in the amount of \$1,400.00 Any miscellaneous debris remaining after closing to transfer with real estate. Subject to easement for Parcel 2 & 4 to use existing bridge located on Parcel #3 for ingress and egress. Farm land leased for 2023.**

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.

Witness \_\_\_\_\_ Buyer  
Witness \_\_\_\_\_ Buyer  
Witness \_\_\_\_\_ Seller  
Witness \_\_\_\_\_ Seller

4/8/2023  
Date  
4/8/2023  
Date  
4/8/2023  
Date  
4/8/2023  
Date

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

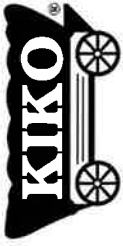
Buyer \_\_\_\_\_ 4/8/2023 \_\_\_\_\_ 4/8/2023  
Date Date Seller Date

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** \_\_\_\_\_  
Salesman \_\_\_\_\_

Consumer Guide  
Agency Disclosure Form Attached  
Property Information Check List Attached  
Lead Base Paint Disclosure Attached

Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_



2722 Fulton Dr NW  
Canton OH 44718

**PURCHASE AGREEMENT**



April 8, 2023

5

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in **Lawrence Township, Stark County, OH**, said premises being known as **approximately 47.2 acres more or less and further known as Butterbridge Rd NW; Canal Fulton OH 44614 being approximately 1150 front feet (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 \$ \_\_\_\_\_ **Per acre multiplied by the actual number of acres surveyed and in the new legal description, as the total purchase price for this Agreement.**

Deposit with this agreement in Cash \_\_\_\_\_ Check \_\_\_\_\_ Note \_\_\_\_\_

Approx \$ \_\_\_\_\_  
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 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 **June 7, 2023** 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 **0** 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 1.5% 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), Buyer(s), or Realtor (including any Owner, officer, agent or employee of any of them) 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 (AAA). By agreeing to arbitration, all parties waive their right to court or jury trial. 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 AAA and will include the use of its arbitrators. The arbitrator shall have actual experience with the sale of the 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. Unless otherwise prohibited by law, all incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this contract. Unless otherwise agreed to by Owner(s), Buyer(s) and Realtor, any and all disputes, whether by arbitration or otherwise, shall be venue, 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:

**All mineral interests, if any, including oil and gas, owned by seller, to transfer to buyer, subject to the existing leases of record. See attached Ex B See copy of Title Insurance Policy dated 1/24/23, 1/31/23, 2/2/23, 2/10/23, 2/22/23, This Title Insurance Policy covers these premises & others. See attached Ex D Consumer Guide to Agency Relationships. See attached Ex E Agency Disclosure Form. See attached Ex G Letter from Stark County Health Department. See attached Ex H Maps. Seller to furnish legal description. All measurements and references to acreage are approximate. Subject to split approval by Planning Commission and Government Regulators. Buyer to pay survey costs in the amount of \$1,400.00 East property line goes down the middle of existing driveway. Farm land leased for 2023.**

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.

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Witness  
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Seller

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Date  
4/8/2023  
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Date  
4/8/2023

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

\_\_\_\_\_  
Buyer  
\_\_\_\_\_  
Date  
4/8/2023

\_\_\_\_\_  
Seller  
\_\_\_\_\_  
Date  
4/8/2023

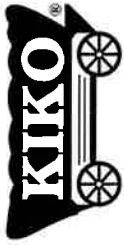
We hereby acknowledge receipt of deposit of \$ \_\_\_\_\_ which, together with any additional cash payments made by the purchasers before date of delivery of deed is to be delivered and held in escrow by **Richard T. Kiko Agency, Inc., dba, Kiko, Listing Realtor**. Buyer and Seller authorize Kiko to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

Selling Realtor **Kiko**  
Salesman \_\_\_\_\_

Consumer Guide  
Agency Disclosure Form Attached  
Property Information Check List Attached  
Lead Base Paint Disclosure Attached

Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_





2722 Fulton Dr NW  
Canton OH 44718

**PURCHASE AGREEMENT**



April 8, 2023

6

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in Lawrence Township, Stark County, OH, said premises being known as **approximately 40.5 acres more or less and further known as Butterbridge Rd NW; Canal Fulton OH 44614 being approximately 270 front feet 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 \$ \_\_\_\_\_ Per acre multiplied by the actual number of acres surveyed and in the new legal description, as the total purchase price for this Agreement.

Deposit with this agreement in Cash \_\_\_\_\_ Check \_\_\_\_\_ Note \_\_\_\_\_

Approx \$ \_\_\_\_\_  
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 **June 7, 2023** 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 **0** 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.

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**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.

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

Witness \_\_\_\_\_ Buyer  
 Witness \_\_\_\_\_ Buyer  
 Witness \_\_\_\_\_ Seller  
 Witness \_\_\_\_\_ Seller

4/8/2023  
Date  
4/8/2023  
Date  
4/8/2023  
Date  
4/8/2023  
Date

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

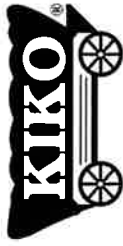
Buyer \_\_\_\_\_ Date 4/8/2023 Seller \_\_\_\_\_ Date 4/8/2023

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** \_\_\_\_\_  
 Salesman \_\_\_\_\_

Consumer Guide  
 Agency Disclosure Form Attached  
 Property Information Check List Attached  
 Lead Base Paint Disclosure Attached

Yes \_\_\_ No \_\_\_  
 Yes \_\_\_ No \_\_\_  
 Yes \_\_\_ No \_\_\_  
 Yes \_\_\_ No \_\_\_



2722 Fulton Dr NW  
Canton OH 44718

**PURCHASE AGREEMENT**



April 8, 2023

7

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in Lawrence Township, Stark County, OH, said premises being known as **approximately 5.2 acres more or less and further known as Butterbridge Rd NW; Canal Fulton OH 44614 being approximately 714 front feet (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 \$ \_\_\_\_\_ **Per acre multiplied by the actual number of acres surveyed and in the new legal description, as the total purchase price for this Agreement.**

Deposit with this agreement in Cash \_\_\_\_\_ Check \_\_\_\_\_ Note \_\_\_\_\_  
Approx \$ \_\_\_\_\_  
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 **June 7, 2023** or as soon as title work is completed. If estate or bankruptcy sale, it shall be subject to any necessary Court approval.

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**POSSESSION:** Seller to deliver complete possession of the Property to Buyer on or before **0** 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.

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**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 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), Buyer(s), or Realtor (including any Owner, officer, agent or employee of any of them) 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 (AAA). By agreeing to arbitration, all parties waive their right to court or jury trial. 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 AAA and will include the use of its arbitrators. The arbitrator shall have actual experience with the sale of the 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. Unless otherwise prohibited by law, all incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this contract. Unless otherwise agreed to by Owner(s), Buyer(s) and Realtor, 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:

**All mineral interests, if any, including oil and gas, owned by seller, to transfer to buyer, subject to the existing leases of record. See attached Ex B See copy of Title Insurance Policy dated 1/24/23, 1/31/23, 2/2/23, 2/10/23, 2/22/23. This Title Insurance Policy covers these premises & others. See attached Ex D Consumer Guide to Agency Relationships. See attached Ex E Agency Disclosure Form. See attached Ex G Letter from Stark County Health Department. See attached Ex H Maps. Seller to furnish legal description. All measurements and references to acreage are approximate. Subject to split approval by Planning Commission and Government Regulators. Buyer to pay survey costs in the amount of \$1,400.00 Farm land leased for 2023.**

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.

Witness	_____	Buyer	_____	Date	<u>4/8/2023</u>
Witness	_____	Buyer	_____	Date	<u>4/8/2023</u>
Witness	_____	Seller	_____	Date	<u>4/8/2023</u>
Witness	_____	Seller	_____	Date	<u>4/8/2023</u>

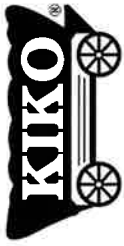
The Buyer and Seller hereby acknowledge receipt of a fully signed copy hereof.

Buyer	_____	Date	<u>4/8/2023</u>
		Seller	_____

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**  
Salesman \_\_\_\_\_  
Consumer Guide  
Agency Disclosure Form Attached  
Property Information Check List Attached  
Lead Base Paint Disclosure Attached

Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_



2722 Fulton Dr NW  
Canton OH 44718

April 8, 2023

**PURCHASE AGREEMENT**



8

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in **Lawrence Township, Stark County, OH**, said premises being known as **approximately 12.8 acres more or less and further known as Butterbridge Rd NW & Lafayette Dr NW & Lafayette Dr NW & Lafayette Dr NW**; Canal Fulton OH 44614 being **approximately 1325 front feet on Butterbridge and approximately 1388 front feet on Lafayette (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 \$ \_\_\_\_\_ **Per acre multiplied by the actual number of acres surveyed and in the new legal description, as the total purchase price for this Agreement.**

Approx \$ \_\_\_\_\_  
10% \$ \_\_\_\_\_

Deposit with this agreement in Cash \_\_\_\_\_ Check \_\_\_\_\_ Note \_\_\_\_\_  
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 **June 7, 2023** 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 **0** 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), Buyer(s), or Realtor (including any Owner, officer, agent or employee of any of them) 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 (AAA). By agreeing to arbitration, all parties waive their right to court or jury trial. 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 AAA and will include the use of its arbitrators. 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. Unless otherwise prohibited by law, all incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this contract. Unless otherwise agreed to by Owner(s), Buyer(s) and Realtor, any and all disputes, whether by arbitration or otherwise, shall be venue, 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:

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

Witness	_____	Buyer	_____	<u>4/8/2023</u>
				Date
Witness	_____	Buyer	_____	<u>4/8/2023</u>
				Date
Witness	_____	Seller	_____	<u>4/8/2023</u>
				Date
Witness	_____	Seller	_____	<u>4/8/2023</u>
				Date

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

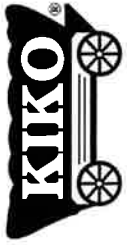
Buyer	_____	<u>4/8/2023</u>	_____	<u>4/8/2023</u>
		Date		Date
				Seller

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.**, Listing Realtor. Buyer and Seller authorize Richard T. Kiko Agency, Inc. to disburse the deposit to the title agency of closing attorney in preparation for closing of the transaction.

Selling Realtor **Richard T. Kiko Agency, Inc.**  
Salesman \_\_\_\_\_

Consumer Guide  
Agency Disclosure Form Attached  
Property Information Check List Attached  
Lead Base Paint Disclosure Attached

Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_



2722 Fulton Dr NW  
Canton OH 44718

**PURCHASE AGREEMENT**



April 8, 2023

9

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in **Lawrence Township , Stark County, OH**, said premises being known as **approximately 7.7 acres more or less and further known as Lafayette Dr NW; Canal Fulton OH 44614 being approximately 1107 front feet** (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 \$ \_\_\_\_\_ Per acre multiplied by the actual number of acres surveyed and in the new legal description, as the total purchase price for this Agreement.

Deposit with this agreement in Cash \_\_\_\_\_ Check \_\_\_\_\_ Note \_\_\_\_\_

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 **June 7, 2023** 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 **0** 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.

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Witness	_____	Buyer	_____	4/8/2023	_____
				Date	Date
Witness	_____	Buyer	_____	4/8/2023	_____
				Date	Date
Witness	_____	Seller	_____	4/8/2023	_____
				Date	Date
Witness	_____	Seller	_____	4/8/2023	_____
				Date	Date

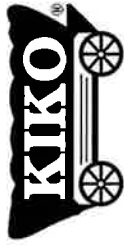
The Buyer and Seller hereby acknowledge receipt of a fully signed copy hereof.

Buyer \_\_\_\_\_ Date 4/8/2023 Seller \_\_\_\_\_ Date 4/8/2023

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** \_\_\_\_\_  
Salesman \_\_\_\_\_

Consumer Guide \_\_\_\_\_ Yes \_\_\_ No \_\_\_  
Agency Disclosure Form Attached \_\_\_\_\_ Yes \_\_\_ No \_\_\_  
Property Information Check List Attached \_\_\_\_\_ Yes \_\_\_ No \_\_\_  
Lead Base Paint Disclosure Attached \_\_\_\_\_ Yes \_\_\_ No \_\_\_



2722 Fulton Dr NW  
Canton OH 44718

**PURCHASE AGREEMENT**



April 8, 2023

10

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in **Lawrence Township, Stark County, OH**, said premises being known as **approximately 5.7 acres more or less and further known as Lafayette Dr NW; Canal Fulton OH 44614 being approximately 725 front feet hereinafter the "Property"**). (See attached Exhibit A – Map).

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Deposit with this agreement in Cash \_\_\_\_\_ Check \_\_\_\_\_ Note \_\_\_\_\_

Approx \$ \_\_\_\_\_  
10% \$ \_\_\_\_\_

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

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Witness	_____	Buyer	_____	4/8/2023
				Date
Witness	_____	Buyer	_____	4/8/2023
				Date
Witness	_____	Seller	_____	4/8/2023
				Date
Witness	_____	Seller	_____	4/8/2023
				Date

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

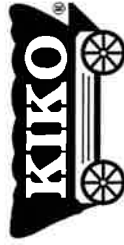
Buyer	_____	4/8/2023	_____	4/8/2023
		Date		Date
				Seller

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** \_\_\_\_\_  
Salesman \_\_\_\_\_

Consumer Guide  
Agency Disclosure Form Attached  
Property Information Check List Attached  
Lead Base Paint Disclosure Attached

\_\_\_\_ Yes \_\_\_\_ No  
\_\_\_\_ Yes \_\_\_\_ No  
\_\_\_\_ Yes \_\_\_\_ No  
\_\_\_\_ Yes \_\_\_\_ No



2722 Fulton Dr NW  
Canton OH 44718

PURCHASE AGREEMENT



April 8, 2023

11

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in Lawrence Township, Stark County, OH, said premises being known as approximately 5.4 acres more or less and further known as Lafayette Dr NW; Akron Ave Canal Fulton OH 44614 being approximately 710 front feet on Lafayette and approximately 471 front feet on Akron(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 \$ Per acre multiplied by the actual number of acres surveyed and in the new legal description, as the total purchase price for this Agreement.

Deposit with this agreement in Cash \_\_\_\_\_ Check \_\_\_\_\_ Note \_\_\_\_\_  
Approx \$ \_\_\_\_\_  
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 June 7, 2023 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 0 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), Buyer(s), or Realtor (including any Owner, officer, agent or employee of any of them) 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 (AAA). By agreeing to arbitration, all parties waive their right to court or jury trial. 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 AAA and will include the use of its arbitrators. 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. Unless otherwise prohibited by law, all incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this contract. Unless otherwise agreed to by Owner(s), Buyer(s) and Realtor, 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:

All mineral interests, if any, including oil and gas, owned by seller, to transfer to buyer, subject to the existing leases of record. See attached Ex B See copy of Title Insurance Policy dated 1/24/23, 1/31/23, 2/2/23, 2/10/23, 2/22/23. This Title Insurance Policy covers these premises & others. See attached Ex D Consumer Guide to Agency Relationships. See attached Ex E Agency Disclosure Form. See attached Ex G Letter from Stark County Health Department. See attached Ex H Maps. Seller to furnish legal description. All measurements and references to acreage are approximate. Subject to split approval by Planning Commission and Government Regulators. Buyer to pay survey costs in the amount of \$1,400.00 Farm land leased for 2023.

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.

Witness \_\_\_\_\_ Buyer \_\_\_\_\_  
Date 4/8/2023  
Witness \_\_\_\_\_ Buyer \_\_\_\_\_  
Date 4/8/2023  
Witness \_\_\_\_\_ Seller \_\_\_\_\_  
Date 4/8/2023  
Witness \_\_\_\_\_ Seller \_\_\_\_\_  
Date 4/8/2023

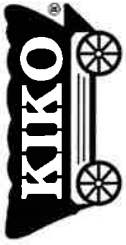
The Buyer and Seller hereby acknowledge receipt of a fully signed copy hereof.

Buyer \_\_\_\_\_ Date 4/8/2023  
Seller \_\_\_\_\_ Date 4/8/2023

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., Listing Realtor. Buyer and Seller authorize Richard T. Kiko Agency, Inc. to disburse the deposit to the title agency of closing attorney in preparation for closing of the transaction.

Consumer Guide \_\_\_\_\_ Yes \_\_\_ No \_\_\_  
Agency Disclosure Form Attached \_\_\_\_\_ Yes \_\_\_ No \_\_\_  
Property Information Check List Attached \_\_\_\_\_ Yes \_\_\_ No \_\_\_  
Lead Base Paint Disclosure Attached \_\_\_\_\_ Yes \_\_\_ No \_\_\_

Selling Realtor Richard T. Kiko Agency, Inc.  
Salesman \_\_\_\_\_



2722 Fulton Dr NW  
Canton OH 44718

**PURCHASE AGREEMENT**



April 8, 2023

12

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in **Lawrence Township, Stark County, OH**, said premises being known as **approximately 5.4 acres more or less and further known as Akron Ave; Canal Fulton OH 44614 being approximately 440 front feet (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 \$ \_\_\_\_\_ Per acre multiplied by the actual number of acres surveyed and in the new legal description, as the total purchase price for this Agreement.

Deposit with this agreement in Cash \_\_\_\_\_ Check \_\_\_\_\_ Note \_\_\_\_\_

Approx \$ \_\_\_\_\_  
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 **June 7, 2023** 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 **0** 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), Buyer(s), or Realtor (including any Owner, officer, agent or employee of any of them) 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 (AAA). By agreeing to arbitration, all parties waive their right to court or jury trial. 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 AAA and will include the use of its arbitrators. 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. Unless otherwise prohibited by law, all incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this contract. Unless otherwise agreed to by Owner(s), Buyer(s) and Realtor, any and all disputes, whether by arbitration or otherwise, shall be venue, 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:

**All mineral interests, if any, including oil and gas, owned by seller, to transfer to buyer, subject to the existing leases of record. See attached Ex B See copy of Title Insurance Policy dated 1/24/23, 1/31/23, 2/2/23, 2/10/23, 2/22/23. This Title Insurance Policy covers these premises & others. See attached Ex D Consumer Guide to Agency Relationships. See attached Ex E Agency Disclosure Form. See attached Ex G Letter from Stark County Health Department. See attached Ex H Maps. Seller to furnish legal description. All measurements and references to acreage are approximate. Subject to split approval by Planning Commission and Government Regulators. Buyer to pay survey costs in the amount of \$1,400.00 Farm land leased for 2023.**

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.

Witness	Buyer	Date	<u>4/8/2023</u>
Witness	Buyer	Date	<u>4/8/2023</u>
Witness	Seller	Date	<u>4/8/2023</u>
Witness	Seller	Date	<u>4/8/2023</u>

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

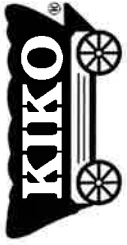
Buyer	<u>4/8/2023</u>	Date	<u>4/8/2023</u>
		Seller	

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**  
Salesman \_\_\_\_\_

Consumer Guide  
Agency Disclosure Form Attached  
Property Information Check List Attached  
Lead Base Paint Disclosure Attached

\_\_\_ Yes \_\_\_ No  
\_\_\_ Yes \_\_\_ No  
\_\_\_ Yes \_\_\_ No  
\_\_\_ Yes \_\_\_ No



2722 Fulton Dr NW  
Canton OH 44718

**PURCHASE AGREEMENT**



13

April 8, 2023

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in **Lawrence Township, Stark County, OH**, said premises being known as **approximately 5.5 acres more or less and further known as Akron Ave; Canal Fulton OH 44614 being approximately 256 front feet (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 \$ \_\_\_\_\_ Per acre multiplied by the actual number of acres surveyed and in the new legal description, as the total purchase price for this Agreement.

Deposit with this agreement in Cash \_\_\_\_\_ Check \_\_\_\_\_ Note \_\_\_\_\_

Approx \$ \_\_\_\_\_  
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 **June 7, 2023** or as soon as title work is completed. If estate or bankruptcy sale, it shall be subject to any necessary Court approval.

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**POSSESSION:** Seller to deliver complete possession of the Property to Buyer on or before **0** 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.

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**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 such as real estate commissions, appraisal fees, title expenses, etc. and any balance remaining shall be paid to Seller.

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**ARBITRATION:** In the event a dispute arises concerning this contract and/or the performance of Owner(s), Buyer(s), or Realtor (including any Owner, officer, agent or employee of any of them) 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 (AAA). By agreeing to arbitration, all parties waive their right to court or jury trial. 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 AAA and will include the use of its arbitrators. The arbitrator shall have actual experience with the sale of the 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. Unless otherwise prohibited by law, all incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this contract. Unless otherwise agreed to by Owner(s), Buyer(s) and Realtor, any and all disputes, whether by arbitration or otherwise, shall be venued, heard and decided in Stark County, Ohio.

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**All mineral interests, if any, including oil and gas, owned by seller, to transfer to buyer, subject to the existing leases of record. See attached Ex B See copy of Title Insurance Policy dated 1/24/23, 1/31/23, 2/2/23, 2/10/23, 2/22/23. This Title Insurance Policy covers these premises & others. See attached Ex D Consumer Guide to Agency Relationships. See attached Ex E Agency Disclosure Form. See attached Ex G Letter from Stark County Health Department. See attached Ex H Maps. Seller to furnish legal description. All measurements and references to acreage are approximate. Subject to split approval by Planning Commission and Government Regulators. Buyer to pay survey costs in the amount of \$1,400.00 Farm land leased for 2023.**

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

Witness	_____	Buyer	_____	4/8/2023	_____
Witness	_____	Buyer	_____	4/8/2023	_____
Witness	_____	Seller	_____	4/8/2023	_____
Witness	_____	Seller	_____	4/8/2023	_____

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

Buyer	_____	Date	4/8/2023
Seller	_____	Date	4/8/2023

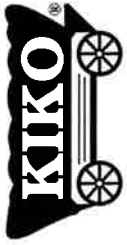
We hereby acknowledge receipt of deposit of \$ \_\_\_\_\_ which, together with any additional cash payments made by the purchasers before date of delivery of deed is to be delivered and held in escrow by **Richard T. Kiko Agency, Inc., dba, Kiko, Listing Realtor**. Buyer and Seller authorize Kiko to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

Selling Realtor **Kiko** \_\_\_\_\_  
Salesman \_\_\_\_\_

Consumer Guide  
Agency Disclosure Form Attached  
Property Information Check List Attached  
Lead Base Paint Disclosure Attached

\_\_\_ Yes \_\_\_ No  
\_\_\_ Yes \_\_\_ No  
\_\_\_ Yes \_\_\_ No  
\_\_\_ Yes \_\_\_ No





**2722 Fulton Dr NW  
Canton OH 44718**

**PURCHASE AGREEMENT**



**April 8, 2023**

14

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in **Jackson Township, Stark County, OH**, said premises being known as **approximately 1 acres more or less and further known as 10120 Latayette Dr NW; Canal Fulton OH 44614 (Parcel #16-01640) being approximately 146 front feet (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 \$ \_\_\_\_\_ Per acre multiplied by the actual number of acres surveyed and in the new legal description, as the total purchase price for this Agreement.

Deposit with this agreement in Cash \_\_\_\_\_ Check \_\_\_\_\_ Note \_\_\_\_\_.

Approx \$ \_\_\_\_\_  
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 **May 23, 2023** 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 **0** 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 hereon 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 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), Buyer(s), or Realtor (including any Owner, officer, agent or employee of any of them) 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 (AAA). By agreeing to arbitration, all parties waive their right to court or jury trial. 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 AAA and will include the use of its arbitrators. The arbitrator shall have actual experience with the sale of the 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. Unless otherwise prohibited by law, all incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this contract. Unless otherwise agreed to by Owner(s), Buyer(s) and Realtor, 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:

**All mineral interests, if any, including oil and gas, owned by seller, to transfer to buyer, subject to the existing leases of record. See attached Ex B See copy of Title Insurance Policy dated 1/24/23, 1/31/23, 2/2/23, 2/10/23, 2/22/23. This Title Insurance Policy covers these premises & others. See attached Ex C Lead Based Paint Disclosure Form. See attached Ex D Consumer Guide to Agency Relationships. See attached Ex E Agency Disclosure Form. See attached Ex F Sewage System Evaluation. Any updates, repairs, etc required by Stark County Health Dept are buyer's obligation and expense. See attached Ex G Letter from Stark County Health Department. See attached Ex H Maps. Seller to furnish legal description. All measurements and references to acreage are approximate. Subject to approval by Planning Commission and Government Regulators. Buyer to pay survey costs in the amount of \$1,400.00**

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.

Witness \_\_\_\_\_ Buyer \_\_\_\_\_  
Witness \_\_\_\_\_ Buyer \_\_\_\_\_  
Witness \_\_\_\_\_ Seller \_\_\_\_\_  
Witness \_\_\_\_\_ Seller \_\_\_\_\_

4/8/2023  
Date  
4/8/2023  
Date  
4/8/2023  
Date  
4/8/2023  
Date

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

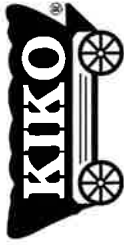
Buyer \_\_\_\_\_ Date 4/8/2023 Seller \_\_\_\_\_ Date 4/8/2023

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** \_\_\_\_\_  
Salesman \_\_\_\_\_

Consumer Guide  
Agency Disclosure Form Attached  
Property Information Check List Attached  
Lead Base Paint Disclosure Attached

Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_



2722 Fulton Dr NW  
Canton OH 44718

**PURCHASE AGREEMENT**



April 8, 2023

15

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in Jackson Township, Stark County, OH, said premises being known as approximately 33.522 acres more or less and further known as Lafayette Dr NW; Crystal Lake Ave Canal Fulton OH 44614 (Parcel #10016891) being approximately corner front feet (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 \$ \_\_\_\_\_ Per acre multiplied by the actual number of acres surveyed and in the new legal description, as the total purchase price for this Agreement.

Deposit with this agreement in Cash \_\_\_\_\_ Check \_\_\_\_\_ Note \_\_\_\_\_

Approx \$ \_\_\_\_\_  
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 endorsement(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 May 23, 2023 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 0 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 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), Buyer(s), or Realtor (including any Owner, officer, agent or employee of any of them) 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 (AAA). By agreeing to arbitration, all parties waive their right to court or jury trial. 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 AAA and will include the use of its arbitrators. 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. Unless otherwise prohibited by law, all incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this contract. Unless otherwise agreed to by Owner(s), Buyer(s) and Realtor, 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:

**All mineral interests, if any, including oil and gas, owned by seller, to transfer to buyer, subject to the existing leases of record. See attached Ex B See copy of Title Insurance Policy dated 1/24/23, 1/31/23, 2/2/23, 2/10/23, 2/22/23. This Title Insurance Policy covers these premises & others. See attached Ex D Consumer Guide to Agency Relationships. See attached Ex E Agency Disclosure Form. See attached Ex G Letter from Stark County Health Department. See attached Ex H Maps. Seller to furnish legal description. All measurements and references to acreage are approximate. Subject to approval by Planning Commission and Government Regulators. Buyer to pay survey costs in the amount of \$1,400.00 Farm land leased for 2023.**

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.

Witness \_\_\_\_\_ Buyer \_\_\_\_\_  
 Witness \_\_\_\_\_ Buyer \_\_\_\_\_  
 Witness \_\_\_\_\_ Seller \_\_\_\_\_  
 Witness \_\_\_\_\_ Seller \_\_\_\_\_

4/8/2023  
Date  
 4/8/2023  
Date  
 4/8/2023  
Date  
 4/8/2023  
Date

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

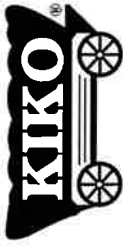
Buyer \_\_\_\_\_ Date 4/8/2023 Seller \_\_\_\_\_ Date 4/8/2023

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** \_\_\_\_\_  
 Salesman \_\_\_\_\_

Consumer Guide  
 Agency Disclosure Form Attached  
 Property Information Check List Attached  
 Lead Base Paint Disclosure Attached

\_\_\_ Yes \_\_\_ No  
 \_\_\_ Yes \_\_\_ No  
 \_\_\_ Yes \_\_\_ No  
 \_\_\_ Yes \_\_\_ No



2722 Fulton Dr NW  
Canton OH 44718

**PURCHASE AGREEMENT**



April 8, 2023

16

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in **Jackson Township, Stark County, OH**, said premises being known as **approximately 30 acres more or less and further known as Crystal Lake Ave NW; Canal Fulton OH 44614 being approximately 705 front feet (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 \$ \_\_\_\_\_ Per acre multiplied by the actual number of acres surveyed and in the new legal description, as the total purchase price for this Agreement.

Deposit with this agreement in Cash \_\_\_\_\_ Check \_\_\_\_\_ Note \_\_\_\_\_  
Approx \$ \_\_\_\_\_  
10% \$ \_\_\_\_\_

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**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.

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**including round bales along woods. All mineral interests, if any, including oil and gas, owned by seller, to transfer to buyer, subject to the existing leases of record. See attached Ex B. See copy of Title Insurance Policy dated 1/24/23, 1/31/23, 2/2/23, 2/10/23, 2/22/23. This Title Insurance Policy covers these premises & others. See attached Ex D Consumer Guide to Agency Relationships. See attached Ex E Agency Disclosure Form. See attached Ex G Letter from Stark County Health Department. See attached Ex H Maps. Seller to furnish legal description. All measurements and references to acreage are approximate. Subject to split approval by Planning Commission and Government Regulators. Buyer to pay survey costs in the amount of \$1,400.00 Farm land leased for 2023.**

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

Witness	_____	Buyer	_____	4/8/2023	Date
Witness	_____	Buyer	_____	4/8/2023	Date
Witness	_____	Seller	_____	4/8/2023	Date
Witness	_____	Seller	_____	4/8/2023	Date

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

Buyer	_____	4/8/2023	Date	_____	4/8/2023	Date
			Seller			

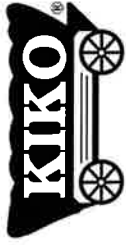
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Selling Realtor **Kiko**  
Salesman \_\_\_\_\_

Consumer Guide  
Agency Disclosure Form Attached  
Property Information Check List Attached  
Lead Base Paint Disclosure Attached

Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_





2722 Fulton Dr NW  
Canton OH 44718

**PURCHASE AGREEMENT**



April 8, 2023

18

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in **Lawrence Township , Stark County, OH**, said premises being known as **approximately 31.5 acres more or less and further known as 5147 Crystal Lake Ave NW; Canal Fulton OH 44614** (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 \$ \_\_\_\_\_ **Per acre multiplied by the actual number of acres surveyed and in the new legal description, as the total purchase price for this Agreement.**

Deposit with this agreement in Cash \_\_\_\_\_ Check \_\_\_\_\_ Note \_\_\_\_\_

**Approx** \$ \_\_\_\_\_  
**10%** \$ \_\_\_\_\_

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**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), Buyer(s), or Realtor (including any Owner, officer, agent or employee of any of them) 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 (AAA). By agreeing to arbitration, all parties waive their right to court or jury trial. 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 AAA and will include the use of its arbitrators. The arbitrator shall have actual experience with the sale of the 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. Unless otherwise prohibited by law, all incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this contract. Unless otherwise agreed to by Owner(s), Buyer(s) and Realtor, 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:

**including mobile home with no title. Home and barn are in poor condition. All mineral interests, if any, including oil and gas, owned by seller, to transfer to buyer, subject to the existing leases of record. See attached Ex B See copy of Title Insurance Policy dated 1/24/23, 1/31/23, 2/2/23, 2/10/23, 2/22/23. This Title Insurance Policy covers these premises & others. See attached Ex C Lead Based Paint Disclosure Form. See attached Ex D Consumer Guide to Agency Relationships. See attached Ex E Agency Disclosure Form. See attached Ex F Sewage System Evaluation. Any updates, repairs, etc required by Stark County Health Dept are buyer's obligation and expense. See attached Ex G Letter from Stark County Health Department. See attached Ex H Maps. Seller to furnish legal description. All measurements and references to acreage are approximate. Subject to split approval by Planning Commission and Government Regulators. Buyer to pay survey costs in the amount of \$1,400.00 Any miscellaneous debris remaining after closing to transfer with real estate. Farm land leased for 2023.**

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.

Witness _____	Buyer _____
Witness _____	Buyer _____
Witness _____	Seller _____
Witness _____	Seller _____

Date	<u>4/8/2023</u>
Date	<u>4/8/2023</u>
Date	<u>4/8/2023</u>
Date	<u>4/8/2023</u>

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

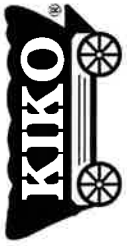
Buyer _____	<u>4/8/2023</u>	Seller _____	<u>4/8/2023</u>
	Date		Date

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** \_\_\_\_\_  
Salesman \_\_\_\_\_

Consumer Guide  
Agency Disclosure Form Attached  
Property Information Check List Attached  
Lead Base Paint Disclosure Attached

\_\_\_ Yes \_\_\_ No  
\_\_\_ Yes \_\_\_ No  
\_\_\_ Yes \_\_\_ No  
\_\_\_ Yes \_\_\_ No



2722 Fulton Dr NW  
Canton OH 44718

**PURCHASE AGREEMENT**



April 8, 2023

19

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in **Jackson Township, Stark County, OH**, said premises being known as **approximately 19.5 acres more or less and further known as 5095 Crystal Lake Ave NW; Canal Fulton OH 44614 being approximately 520 front feet (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 \$ \_\_\_\_\_ Per acre multiplied by the actual number of acres surveyed and in the new legal description, as the total purchase price for this Agreement.

Deposit with this agreement in Cash \_\_\_\_\_ Check \_\_\_\_\_ Note \_\_\_\_\_

Approx \$ \_\_\_\_\_  
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 **June 7, 2023** 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 **0** 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 such as real estate commissions, appraisal fees, title expenses, etc. and any balance remaining shall be paid to Seller.

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**ARBITRATION:** In the event a dispute arises concerning this contract and/or the performance of Owner(s), Buyer(s), or Realtor (including any Owner, officer, agent or employee of any of them) 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 (AAA). By agreeing to arbitration, all parties waive their right to court or jury trial. 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 AAA and will include the use of its arbitrators. 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. Unless otherwise prohibited by law, all incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this contract. Unless otherwise agreed to by Owner(s), Buyer(s) and Realtor, 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:

**including grain bins and silo, round bales along woods, Home and barn are in poor condition. Decorative stones are reserved. All mineral interests, if any, including oil and gas, owned by seller, to transfer to buyer, subject to the existing leases of record. See attached Ex B See copy of Title Insurance Policy dated 1/24/23, 1/31/23, 2/2/23, 2/10/23, 2/22/23. This Title Insurance Policy covers these premises & others. See attached Ex D Consumer Guide to Agency Relationships. See attached Ex E Agency Disclosure Form. See attached Ex F Sewage-System Evaluation. Any updates, repairs, etc required by Stark County Health Dept are buyer's obligation and expense. See attached Ex G Letter from Stark County Health Department. See attached Ex H Maps. Seller to furnish legal description. All measurements and references to acreage are approximate. Subject to split approval by Planning Commission and Government Regulators. Buyer to pay survey costs in the amount of \$1,400.00 Any miscellaneous debris remaining after closing to transfer with real estate. Subject to existing drain line easement to benefit this parcel. Farm land leased for 2023.**

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

Witness	_____	Buyer	_____
Witness	_____	Buyer	_____
Witness	_____	Seller	_____
Witness	_____	Seller	_____

Date	_____	4/8/2023
Date	_____	4/8/2023
Date	_____	4/8/2023
Date	_____	4/8/2023

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

Buyer	_____	4/8/2023	_____	4/8/2023
		Date		Date

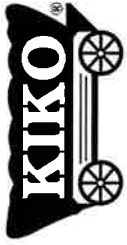
Seller	_____
	Date

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Selling Realtor **Kiko** \_\_\_\_\_  
Salesman \_\_\_\_\_

Consumer Guide  
Agency Disclosure Form Attached  
Property Information Check List Attached  
Lead Base Paint Disclosure Attached

Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_  
Yes \_\_\_ No \_\_\_



2722 Fulton Dr NW  
Canton OH 44718

**PURCHASE AGREEMENT**



20

April 8, 2023

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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.

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

Witness \_\_\_\_\_ Buyer  
 Witness \_\_\_\_\_ Buyer  
 Witness \_\_\_\_\_ Seller  
 Witness \_\_\_\_\_ Seller

Date 4/8/2023  
 Date 4/8/2023  
 Date 4/8/2023  
 Date 4/8/2023

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

Buyer \_\_\_\_\_ Date 4/8/2023 Seller \_\_\_\_\_ Date 4/8/2023

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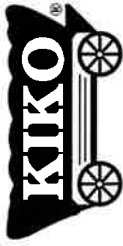
Selling Realtor **Kiko** \_\_\_\_\_  
 Salesman \_\_\_\_\_

Consumer Guide  
 Agency Disclosure Form Attached  
 Property Information Check List Attached  
 Lead Base Paint Disclosure Attached

Yes \_\_\_ No \_\_\_  
 Yes \_\_\_ No \_\_\_  
 Yes \_\_\_ No \_\_\_  
 Yes \_\_\_ No \_\_\_







2722 Fulton Dr NW  
Canton OH 44718

**PURCHASE AGREEMENT**



April 8, 2023

22

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10% \$ \_\_\_\_\_

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**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), Buyer(s), or Realtor (including any Owner, officer, agent or employee of any of them) 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 (AAA). By agreeing to arbitration, all parties waive their right to court or jury trial. 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 AAA and will include the use of its arbitrators. The arbitrator shall have actual experience with the sale of the 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. Unless otherwise prohibited by law, all incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this contract. Unless otherwise agreed to by Owner(s), Buyer(s) and Realtor, 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:

**All mineral interests, if any, including oil and gas, owned by seller, to transfer to buyer, subject to the existing leases of record. See attached Ex B See copy of Title Insurance Policy dated 1/24/23, 1/31/23, 2/2/23, 2/10/23, 2/22/23. This Title Insurance Policy covers these premises & others. See attached Ex D Consumer Guide to Agency Relationships. See attached Ex E Agency Disclosure Form. See attached Ex G Letter from Stark County Health Department. See attached Ex H Maps. Farm land leased for 2023. Seller to furnish legal description. All measurements and references to acreage are approximate. Subject to approval by Planning Commission and Government Regulators. Buyer to pay survey costs in the amount of \$1,400.00**

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.

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Witness  
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Buyer  
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Seller  
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Seller

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Date  
4/8/2023  
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Date  
4/8/2023  
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Date  
4/8/2023  
\_\_\_\_\_  
Date  
4/8/2023

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

\_\_\_\_\_  
Buyer  
\_\_\_\_\_  
Date  
4/8/2023

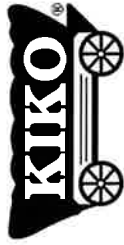
\_\_\_\_\_  
Seller  
\_\_\_\_\_  
Date  
4/8/2023

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** \_\_\_\_\_  
Salesman \_\_\_\_\_

Consumer Guide  
Agency Disclosure Form Attached  
Property Information Check List Attached  
Lead Base Paint Disclosure Attached

\_\_\_\_ Yes \_\_\_\_ No  
\_\_\_\_ Yes \_\_\_\_ No  
\_\_\_\_ Yes \_\_\_\_ No  
\_\_\_\_ Yes \_\_\_\_ No



2722 Fulton Dr NW  
Canton OH 44718

**PURCHASE AGREEMENT**



April 8, 2023

23

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in Jackson Township, Stark County, OH, said premises being known as approximately 35.66 acres more or less and further known as Crystal Lake Ave NW; Lafayette Dr NW Canal Fulton OH 44614 (Parcel #16-01697; 16-01633; 16-19808) being approximately 1327 Crystal Lake front feet and approximately 275 Lafayette feet deep (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 \$ \_\_\_\_\_ Per acre multiplied by the actual number of acres surveyed and in the new legal description, as the total purchase price for this Agreement.

Deposit with this agreement in Cash \_\_\_\_\_ Check \_\_\_\_\_ Note \_\_\_\_\_

Approx \$ \_\_\_\_\_  
110% \$ \_\_\_\_\_

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 **May 23, 2023** 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 0 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.

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

Witness \_\_\_\_\_ Buyer  
 Witness \_\_\_\_\_ Buyer  
 Witness \_\_\_\_\_ Seller  
 Witness \_\_\_\_\_ Seller

Date 4/8/2023  
 Date 4/8/2023  
 Date 4/8/2023  
 Date 4/8/2023

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

\_\_\_\_\_  
 Buyer Date 4/8/2023 Seller \_\_\_\_\_ Date 4/8/2023

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** \_\_\_\_\_  
 Salesman \_\_\_\_\_

Consumer Guide  
 Agency Disclosure Form Attached  
 Property Information Check List Attached  
 Lead Base Paint Disclosure Attached

Yes \_\_\_ No \_\_\_  
 Yes \_\_\_ No \_\_\_  
 Yes \_\_\_ No \_\_\_  
 Yes \_\_\_ No \_\_\_