



# WILSON NATIONAL LLC

A REAL ESTATE & AUCTION GROUP

Mark Wilson • Brandon Wilson  
8845 St. Rt. 124, Hillsboro, Ohio 45133  
(937) 393-3440 or 1-800-450-3440  
FAX: (937) 393-3442  
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## Confirmation of Sale

THIS MEMORANDUM OF SALE AND AGREEMENT, Made and entered into at City of Bellville  
State Ohio, this 26th day of June, 2024, by and between:

**Seller:**

**Name** Toni D. Clark Trustee - Butch & Toni Clark

**Address** 5884 Renie Road, Bellville, Ohio, Jefferson Township, Richland County

**Phone** \_\_\_\_\_ **Email** \_\_\_\_\_

hereinafter called the Seller; and

**Purchaser:**

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

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

**Phone** \_\_\_\_\_ **Email** \_\_\_\_\_

hereinafter called the Purchaser.

**WITNESSETH:**

THAT WHEREAS, the Seller has offered for sale at public auction through WILSON NATIONAL LLC. of Hillsboro, Ohio, the following described premises: 134 Acres, +/-, with improvements, located at 5884 Renie Road, Bellville, Jefferson Township, Richland County, Ohio, Parcel #01463104617013

\_\_\_\_\_ together with all appurtenances and hereditaments thereunto belonging, but subject to all legal highways and existing easements, and WHEREAS, the purchaser has this day bid in at public auction and has purchased all of said property for the sum of (\$ \_\_\_\_\_ )

**NOW THEREFORE**, it is agreed to the following terms: Cash on Delivery of Deed.

1. That Purchaser agrees to pay the sum of \$ \_\_\_\_\_ upon execution of this agreement, the receipt of which is hereby acknowledged by the Seller, and \$ \_\_\_\_\_ on delivery of deed.
2. **EARNEST MONEY** - The down payment in this transaction is to be held by Wilson National LLC Trust Account of Wilson National LLC, 8845 SR 124, Hillsboro, OH 45133 until deed is delivered. In the event the Purchaser does not close on this transaction in a timely manner to no fault of the Seller, the Seller may choose any legal remedy available including but not limited to enforcing this contract via a specific performance legal action, a lawsuit for damages, or electing to declare this contract null and void and retaining the Purchasers Earnest Money. If the Seller elects to declare this contract null and void and retains said earnest money, Seller must give a 10 day notice in writing to Purchaser of such action. During this 10 day period the Purchaser shall have the right to close this transaction. In the event the Seller declares this contract null and void and retains said earnest money, by the signing of this agreement both Purchaser and Seller agree to release each other and Wilson National LLC, and all their agents and employees from any and all claims and demands whatsoever of any nature, kind or description arising out of or connected with directly or indirectly, the contract and the same is hereby agreed to be null and void and of no effect except for the retention of said earnest money by Seller.
3. **TAXES** Seller to pay first half of 2024 taxes
4. **CAUV TAXES** - The CAUV tax recoupment if applicable will be the responsibility of the Buyer
5. **CLOSING** - The Seller agrees to execute and deliver a good and sufficient Trustees Deed with release of dower on or about August 9, 2024
6. **POSSESSION** - The Seller agrees to give possession of said property on or about For Home: September 1, 2024  
For Vacant Land: Closing date subject to tenant's rights to harvest 2024 crop.

**Confirmation of Sale (Continued)**

- 7. No other terms, conditions or qualifications pertaining to this sale transaction were made or expressed except: Terms in auction brochure are an addendum to this agreement.  
 If buyer or seller elects to do an IRS Section 1031 Tax Deferred Exchange please see addendum.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 8. Purchaser acknowledges having read the attached bidder packet and brochure which is an addendum to this confirmation and agrees to the terms and conditions as set forth in said packet and announcements made by Auctioneer on day of sale.
- 9. **CONDITIONS OF IMPROVEMENTS:** Seller agrees that on Possession of the Real Estate it shall be in the same condition as it is on the date of this contract except for ordinary wear and tear and casualty damage for perils insurable under a standard fire policy with extended coverage. If the Real Estate is damaged or destroyed by fire or other casualty and if, prior to Closing, the Real Estate is not repaired or restored by and at the cost of the Seller as it was prior to the damage or destruction, then Buyer may terminate this Contract by written notice to Seller, and the Earnest Money deposit shall be returned to Buyer. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Buyer.
- 10. **AGENCY DISCLOSURE STATEMENT:** Buyer acknowledges having reviewed and signed the attached State of Ohio Disclosure Statement (if applicable)
- 11. **RESIDENTIAL PROPERTY DISCLOSURE FORM:** Buyer acknowledges receipt of the State of Ohio Residential Property Disclosure Form (if applicable).
- 12. **LEAD-BASED PAINT DISCLOSURE:** Buyer acknowledges waiving rights to a lead-base paint inspection (if applicable)
- 13. **FAIR HOUSING STATEMENT:** "It is illegal, pursuant to the Ohio fair housing law, division (H) of section 4112.02 of the Revised Code, and the federal fair housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes."
- 14. **SOLE CONTRACT:** The parties agree that this contract constitutes their entire agreement and no oral or implied agreement exists. Any amendments to this contract shall be in writing, signed by all parties and copies shall be attached to all copies of the original contract. This contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands this 26th day of June, 20 24.

Sellers: \_\_\_\_\_ Purchasers: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**WILSON NATIONAL LLC**

By \_\_\_\_\_



# AGENCY DISCLOSURE STATEMENT



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

Property Address: 5884 RENIE Rd. Bellville Oh.O

Buyer(s): \_\_\_\_\_

Seller(s): TONI D. CLARK TRUSTEE

### I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

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

### II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

### III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) \_\_\_\_\_ and real estate brokerage \_\_\_\_\_ will

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

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

### CONSENT

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

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

Toni D. Clark Trustee 4-24-2024  
SELLER/LANDLORD DATE

[Signature] 4/24/24  
SELLER/LANDLORD DATE

## Working With Wilson National LLC

Wilson National LLC does offer representation to both buyers and sellers. Therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own client, but Wilson National LLC and its managers will act as a dual agent. This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. Wilson National LLC will still supervise both agents to assure that their respective clients are being fully represented and will protect the party's confidential information.

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

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

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

## Working With Other Brokerages

When Wilson National LLC lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. Wilson National LLC does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because Wilson National LLC shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and Wilson National LLC will be representing your interests. When acting as a buyer's agent, Wilson National LLC also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

## Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand. Because it is important that you have this information Ohio law requires that we ask you to sign below, acknowledging receipt of this consumer guide. Your signature will not obligate you to work with our company if you do not choose to do so.

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

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

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

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



## CONSUMER GUIDE TO AGENCY RELATIONSHIPS

### Wilson National LLC

We are pleased you have selected Wilson National LLC to help you with your real estate needs. Whether you are selling, buying or leasing real estate Wilson National LLC can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you:

#### **Representing the Sellers**

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances a listing broker may offer "sub agency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

#### **Representing Buyers**

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and, account for any money they handle in the transaction.

#### **Dual Agency**

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

#### **Representing Both The Buyer & Seller**

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

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



STATE OF OHIO  
DEPARTMENT OF COMMERCE

2013

**RESIDENTIAL PROPERTY DISCLOSURE FORM**

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

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

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

**OWNER INSTRUCTIONS**

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

Owner's Initials DCR Date 4/24/24  
Owner's Initials TC Date 7-24-2024

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



STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 5884 RENIE RD BELLVILLE, OHIO 44813

Owners Name(s): TONIO CLARK TRUSTEE DONALD E. CLARK II

Date: 4/24/24, 20

Owner [ ] is [ ] is not occupying the property. If owner is occupying the property, since what date: If owner is not occupying the property, since what date:

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

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

- Public Water Service, Private Water Service, Private Well, Shared Well, Holding Tank, Cistern, Spring, Pond, Unknown, Other

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

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

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

- Public Sewer, Private Sewer, Leach Field, Aeration Tank, Unknown, Other, Septic Tank, Filtration Bed

If not a public or private sewer, date of last inspection: 2020 Inspected By: UNKNOWN

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

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

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

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

Owner's Initials DC Date 4/24/24 Owner's Initials DC Date 4-24-2024

Purchaser's Initials Date Purchaser's Initials Date

Property Address 5884 RENIE RD BELLVILLE, OHIO 44813

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

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

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

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

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

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

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

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

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

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

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

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

Owner's Initials PCJ Date 4/24/24  
Owner's Initials JX Date 4-24-2024

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



Property Address 5884 RENE RD BELLVILLE, OHIO 44813

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

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

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

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:  Yes  No  Unknown  
Is the property located in a designated flood plain?  Yes  No  
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?  Yes  No  Unknown

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property?  Yes  No  
If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): \_\_\_\_\_

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

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

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

List any assessments paid in full (date/amount) \_\_\_\_\_  
List any current assessments: \_\_\_\_\_ monthly fee \_\_\_\_\_ Length of payment (years \_\_\_\_\_ months \_\_\_\_\_)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc.  Yes  No  
If "Yes", please describe (amount) \_\_\_\_\_

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property? Yes No Yes No  
1) Boundary Agreement   4) Shared Driveway    
2) Boundary Dispute   5) Party Walls    
3) Recent Boundary Change   6) Encroachments From or on Adjacent Property    
If the answer to any of the above questions is "Yes", please describe: \_\_\_\_\_

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

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

Owner's Initials DKH Date 2/24/24  
Owner's Initials JOR Date 2-24-2024

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

Property Address 5884 RENIE RD. BELLVILLE, OHIO 44813

**CERTIFICATION OF OWNER**

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

OWNER: Joni D. Clark Secretary DATE: 4-21-2024

OWNER: Frank E. Clark DATE: 4/24/24

**RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS**

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

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

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

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

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

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

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

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

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

**Lead Warning Statement**

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

**Seller's Disclosure**

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

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

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

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

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

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

**Purchaser's Acknowledgment (initial)**

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

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

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

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

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

**Agent's Acknowledgment (initial)**

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

**Certification of Accuracy**

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

<u>Joni D. Clark Trustee</u>	<u>4-24-2024</u>	<u>[Signature]</u>	<u>4/24/24</u>
Seller	Date	Seller	Date
_____	Date	_____	Date
Purchaser	Date	Purchaser	Date
_____	Date	_____	Date
Agent	Date	Agent	Date

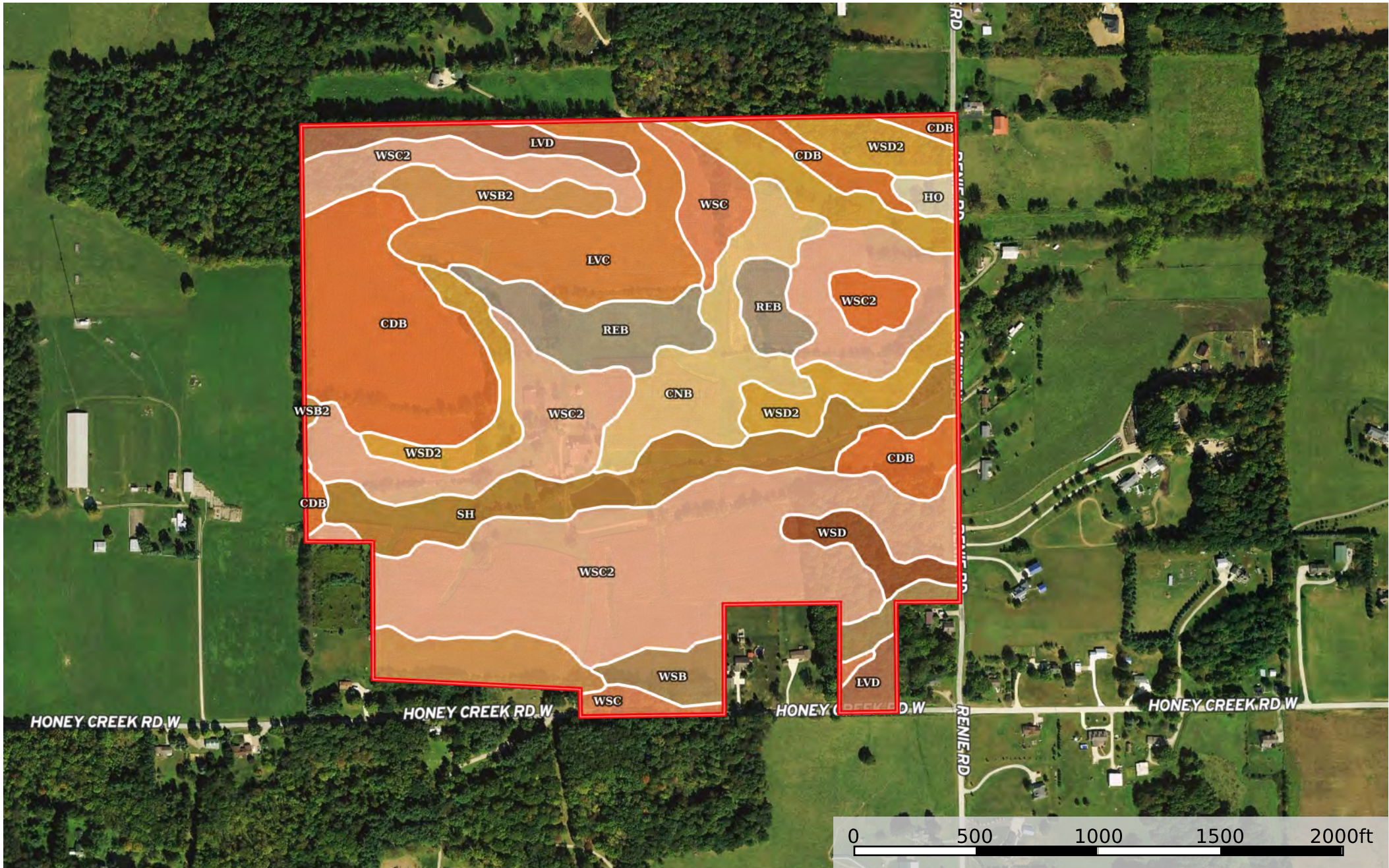
## **METHOD OF SALE**

Our process gives the buying public the opportunity to bid and purchase any individual tract, combination of tracts or whole property.

We will first offer each tract individually and hold the bid. Once all individual tracts are on the board then we give buyers the opportunity to bid on a combination of tracts together. If the combination bid of two or more tracts is more than what the individuals bid on those tracts, then the combo bidder would be in the lead. However, the individual bidders have the right to increase their bid to outbid the combination bidder.

Individual tract bidders and combination bidders will compete, and property will sell in manner that brings the highest and best sale price.





 Boundary



|  Boundary 134.15 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
WsC2	Wooster silt loam, 6 to 12 percent slopes, moderately eroded	43.94	32.75	0	46	3e
CdB	Canfield silt loam, 2 to 6 percent slopes	19.88	14.82	0	58	2e
WsD2	Wooster silt loam, 12 to 18 percent slopes, moderately eroded	12.86	9.59	0	44	4e
Sh	Shoals silt loam, 0 to 2 percent slopes, occasionally flooded	10.35	7.71	0	74	2w
LvC	Loudonville silt loam, 6 to 12 percent slopes	10.14	7.56	0	64	3e
CnB	Chili loam, 2 to 6 percent slopes	8.19	6.1	0	67	2e
ReB	Ravenna silt loam, 2 to 6 percent slopes	7.07	5.27	0	54	2e
WsB2	Wooster silt loam, 2 to 6 percent slopes, moderately eroded	6.95	5.18	0	47	2e
WsC	Wooster silt loam, 6 to 12 percent slopes	4.19	3.12	0	56	3e
LvD	Loudonville silt loam, 12 to 18 percent slopes	4.17	3.11	0	59	4e
WsB	Wooster silt loam, 2 to 6 percent slopes	3.44	2.56	0	57	2e
WsD	Wooster silt loam, 12 to 18 percent slopes	2.14	1.6	0	52	4e
Ho	Holly silt loam	0.83	0.62	0	80	3w
TOTALS		134.15(*)	100%	-	54.16	2.73

(\*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.



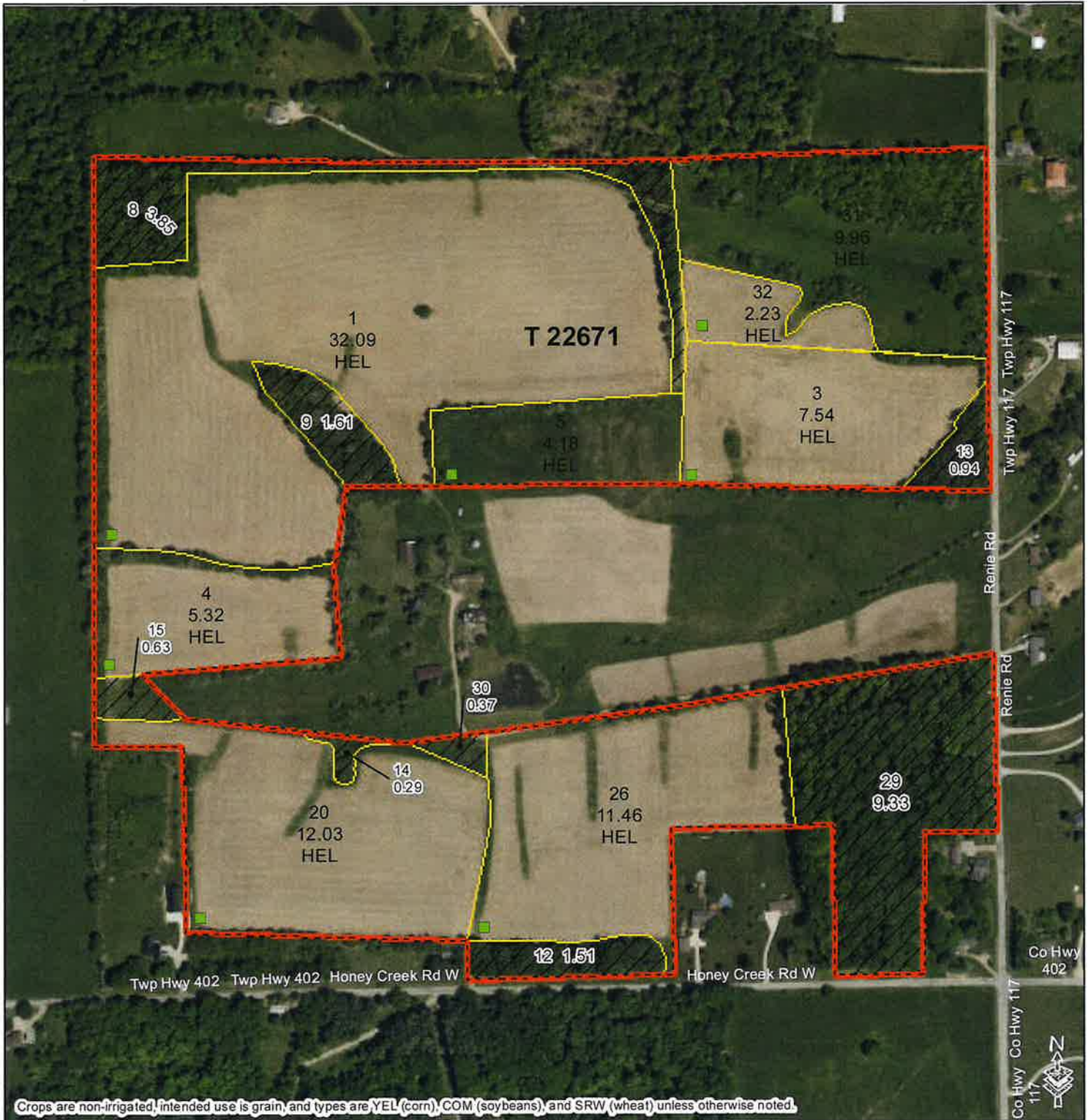
# Richland County, Ohio

1495 W Longview Ave. Suite 205A  
Mansfield, Ohio 44906  
419-747-8695 (p) 855-839-5690 (f)

2024 Program Year

Farm 6768

Tract 22671



Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless otherwise noted.

### Common Land Unit

1:4,800

- Non-Cropland
- CRP
- Cropland
- Tract Boundary

### Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation
- Compliance Provisions

Map Created  
March 29, 2024

Tract Cropland Total: 84.81 acres

### NOTES:

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).





Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless otherwise noted.

**Common Land Unit**

1:4,800

- Non-Cropland
- Cropland
- CRP
- Tract Boundary

**Wetland Determination Identifiers**

- Restricted Use
- Limited Restrictions
- Exempt from Conservation
- Compliance Provisions

Map Created  
 March 29, 2024

Tract Cropland Total: 8.41 acres

**NOTES:**

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership, rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).



OHIO  
 RICHLAND  
 Form: FSA-156EZ



**FARM : 6768**  
 Prepared : 5/9/24 10:32 AM CST  
 Crop Year : 2024

See Page 3 for non-discriminatory Statements.

**Abbreviated 156 Farm Record**

**Operator Name** :  
**CRP Contract Number(s)** : None  
**Recon ID** : 39-139-2011-89  
**Transferred From** : None  
**ARCPLC G//F Eligibility** : Eligible

**Farm Land Data**

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
132.64	91.80	91.80	0.00	0.00	0.00	0.00	0.0	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	91.80	0.00		0.00	0.00	0.00	0.00	

**Crop Election Choice**

ARC Individual	ARC County	Price Loss Coverage
None	CORN, SOYBN	None

**DCP Crop Data**

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	63.44	0.00	132	
Soybeans	20.56	0.00	41	
<b>TOTAL</b>	<b>84.00</b>	<b>0.00</b>		

**NOTES**

**Tract Number** : 22671  
**Description** : G14/1A  
**FSA Physical Location** : OHIO/RICHLAND  
**ANSI Physical Location** : OHIO/RICHLAND  
**BIA Unit Range Number** :  
**HEL Status** : HEL field on tract Conservation system being actively applied  
**Wetland Status** : Wetland determinations not complete  
**WL Violations** : None  
**Owners** : TONI D CLARK LIVING REVOCABLE TRUST  
**Other Producers** : None  
**Recon ID** : None

**Tract Land Data**

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
101.86	83.39	83.39	0.00	0.00	0.00	0.00	0.0

**Abbreviated 156 Farm Record**

**Tract 22671 Continued ...**

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	83.39	0.00	0.00	0.00	0.00	0.00

**DCP Crop Data**

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	55.03	0.00	132
Soybeans	20.56	0.00	41
<b>TOTAL</b>	<b>75.59</b>	<b>0.00</b>	

**NOTES**

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**Tract Number** : 22672

**Description** : G14/1A  
**FSA Physical Location** : OHIO/RICHLAND  
**ANSI Physical Location** : OHIO/RICHLAND  
**BIA Unit Range Number** :  
**HEL Status** : NHEL: No agricultural commodity planted on undetermined fields  
**Wetland Status** : Wetland determinations not complete  
**WL Violations** : None  
**Owners** : TONI D CLARK LIVING REVOCABLE TRUST  
**Other Producers** : None  
**Recon ID** : None

**Tract Land Data**

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
30.78	8.41	8.41	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	8.41	0.00	0.00	0.00	0.00	0.00

**DCP Crop Data**

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	8.41	0.00	132
<b>TOTAL</b>	<b>8.41</b>	<b>0.00</b>	

**NOTES**

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