



Property Information Package

431 W. College Street
Granville, Ohio 43023

Parcel No. 020-055044-00.000

Compiled Document Package
PACC Realty and Auction LLC

Table of Contents

Document	Pages
Licking County Auditor Property Record	3
Auction Purchase Agreement	4 – 11
First American Title Insurance Commitment (ALTA)	12 – 23
Real Estate Purchase Addendum & Disclosures	24 – 27
Consumer Guide to Agency Relationships	28 – 29
Agency Disclosure Statement	30 – 31
EPA – Protect Your Family From Lead in Your Home	32 – 51



Michael L. Smith

Auditor, Licking County, Ohio

**PHENEGER DOUGLAS E & PHENEGER DONALD D AKA
PHENEGER DONALD DEAN
431 W COLLEGE ST**

Parcel #: 020-055044-00.000

Rt #: 020-116.17-034.000

Tax District: 020 - GRANVILLE T - GRANVILLE V&EVSD
School District: GRANVILLE EVSD
Neighborhood: 05500 Granville Vlg - West Half
Classification: 511 Single family unplatted 0-09.9
Acreage:
Property Desc: LOT 15 PT SHEPARDSON PARK ADD + LOT 16 3RD RNG 1ST DIV
R13 T2 Q3 (0.25 AC)



ATTRIBUTES

Story Height: 1 1/2
Exterior Wall: Frame
Heating: Central Warm Air
Cooling: Central
Basement: Full Basement
Attic:

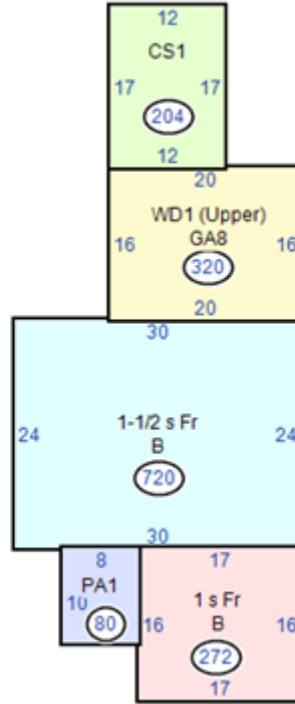
Total Rooms: 7.0
Bedrooms: 3.0
Family Rooms: 1.0
Dining Rooms: 1.0

Full Baths: 2.0
Half Baths: 0.0
Other Fixtures: 0.0

Year Built: 1930
Finished Living Area: 1,568

Fireplace Openings: 1.0
Fireplace Stacks: 1.0

Basement Garage(s): 0
Basement Finished: No



AREA

First Floor: 992
Upper Floor: 0
Attic: 0
Half Story: 576
Crawl: 0
Basement: 992

VALUES

(by tax year)		Land	Improvement	Total
2025	Market	139,600	276,800	416,400
	CAUV	0	0	0
2024	Market	139,600	276,800	416,400
	CAUV	0	0	0
2023	Market	139,600	276,800	416,400
	CAUV	0	0	0

SALES HISTORY

	Pcl #	Instrument Type	Sale Price	Conv #	V	LO	Previous Owner
03/26/2026	1	EX - EXEMPT CONVEYANCE	0.00	99999	N	N	PHENEGER DONALD D
10/05/2018	1	EX - EXEMPT CONVEYANCE	0.00	99999	N	N	PHENEGER DONALD D & SYLVIA D
10/08/2014	1	EX - EXEMPT CONVEYANCE	0.00	99999	N	N	PHENEGER DONALD D & SYLVIA D

IMPROVEMENTS

Description	Yr Built	SqFt	Value
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TAXES

	Prior	1st Half	2nd Half	Total
Taxes/Reductions	0.00	3072.50	3029.93	6102.43
Pen/Int/Adj	0.00	0.00	0.00	0.00
Recoupment	0.00	0.00	0.00	0.00
Specials	0.00	1.00	1.00	2.00
Gross Due	0.00	3073.50	3030.93	6104.43
Payments	0.00	3073.50	3030.93	6104.43
Net Due	0.00	0.00	0.00	0.00

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AUCTION PURCHASE AGREEMENT

Granville, OH, 43023

BROKER ONLY | Date: _____ **Time:** _____

1. LEGAL DESCRIPTION/ADDRESS. The undersigned buyer ("Buyer") hereby offers and agrees to purchase from seller ("Seller") through PACC Realty & Auction LLC ("Broker"), and the Sellers agrees to sell the following described property.

(a) Tax Parcel No.(s): 02005504400.000

(b) Street/City/Address: 431 W College St Granville Oh 43023

(c) Parcel#/Lot/Acreage Description: LOT 15 PT SHEPARDSON PARK ADD + LOT 16 3RD RNG
1ST DIV R13 T2 Q3 (0.25 AC)

(d) Together with the buildings thereon, if any, and all hereditaments, appurtenances, rights, privileges, and easements belonging thereto (all of which are referred to as the "Property") subject to, (i) Any mortgages, liens and encumbrances created or assumed by Buyer; (ii) restrictions, reservations, covenants, conditions, limitations and easements of record; (iii) oil and gas leases of record; (iv) zoning ordinances, if any; (v) legal highways; (vi) taxes and assessments, which are not yet a lien, or which have not been certified to the auditor or which have been certified but have not been placed on the duplicate or have been deferred, but not yet due and payable; and (vii) all coal and other mineral rights and interests previously transferred or reserved of record (the "Permitted Exceptions"). If the Property requires a survey prior to Closing, Buyer acknowledges that the amount of acreage comprising the Property, the dimensions of the Property and the road frontage amounts are approximate and are subject to final survey. Buyer further acknowledges that the amount of acreage determined by the survey, if any, may be more or less than the amount stated in this Purchase Agreement and that the Purchase Price will be adjusted accordingly if a per-acre price calculation is used.

2. PURCHASE PRICE The total Purchase price for the property Sold via: ☒ Lump Sum, _____
Per Acre

(a) Acreage amount (if Applicable): NA

(b) Price Per Acre Amount (if Applicable): NA

(c) Gavel Price: (Acreage X Per Acre Price if Applicable): _____

(d) Buyers Premium 10 % of Gavel Price (if Applicable): _____

(e) Total Purchase Price: (Combination of lines (c) and (d), If Applicable): _____

Non-Refundable-Deposit in an amount equal to or greater than 10% of the Total Purchase Price as defined in (e) or \$1,000 whichever amount is greater, (the "Deposit") is due and payable to the Broker on the day of sale in U.S. Dollars in immediately available funds. The Deposit is non-refundable. The Deposit shall be deposited in the Broker's trust account upon Acceptance, unless other arrangements have been made and agreed to by the "Buyer" and the "Seller."

(f) Non Refundable Deposit: _____

Additional Deposit Info: _____

Seller Initials: _____ **Made Payable to PACC Realty & Auction Trust Account**

Deposit type: ☐ Wire Transfer ☐ Check # _____

(g) Balance of Purchase Price: _____

3. PAYMENT OF PURCHASE PRICE/DEPOSIT

At or before the Closing, Broker shall deliver the Deposit to the escrow agent/title agent ("Escrow Agent") and it shall be credited to reduce the Purchase Price together with applicable Buyer closing costs at the Closing. No interest shall accrue on the Deposit or other funds held in trust by Broker. Buyer agrees to pay the balance of the Purchase Price in U.S. Dollars in immediately available funds on or before the Closing Date. Buyer acknowledges that its obligations under this Purchase Agreement are not contingent on obtaining financing and Buyer represents to Seller and Broker that it either has cash or is approved for a loan at _____ financial institution in an amount sufficient to discharge its payment obligations under this Purchase Agreement.

Loan Officer: _____ **Phone #:** _____

In the event that Buyer fails to close the transaction in accordance with Paragraph 5, and upon written verification from Seller that Seller remains ready willing and able to close; Broker shall disburse the Deposit to Seller provided, however, that Broker shall be entitled to retain a portion of the Deposit equal to the expenses paid by and billable time provided by Broker in relation to the transaction contemplated by this Agreement. Broker shall disburse the Deposit to Seller. Should Seller be unable to close in accordance with Paragraph 5 for any reason other than through fault of the Buyer, the Deposit shall be disbursed to the Buyer as fixed and liquidated damages. In no event shall liquidated damages exceed this amount and Seller have no additional rights or claims against Buyer. It is agreed that the amount to which the Seller is entitled under this Section is a reasonable forecast of just compensation for the harm that would be caused by Buyer's breach and that the harm that would be caused by such breach is one that is incapable or very difficult of accurate estimation.

4. INSPECTIONS

This Purchase Agreement is not contingent upon any inspections. If Buyer or Buyer's lender requires or performs any inspections including but not limited to, structural, heating, cooling, plumbing, electrical, well, septic, radon and/or termite, Buyer shall be responsible for any cost of said inspections and for any remedy Buyer or Buyer's lender may request or require as a result of because of any inspection(s) performed. Buyer's obligation to purchase the property is not contingent upon the result of inspection(s) and Buyer acknowledges and agrees that it is purchasing the Property in its "AS IS, WHERE IS" condition, pursuant to Section 14 of this Agreement, regardless of the outcome of any inspections it elects to perform.

5. CLOSINGS

Closing shall be on or before _____ (the "Closing" or "Closing Date") or 30 days following receipt of all administrative, governmental and/or judicial approvals necessary for closing, whichever is later. Time is of the essence in the performance by Buyer of its obligations under this Purchase Agreement. If Seller is unable to close the transaction contemplated by this Agreement on or before the Closing Date, the Closing Date shall be automatically extended for sixty (60) days to fulfill seller requirements for closing, if necessary, provided that Seller, Seller's agent, or the Escrow Agent may give Buyer written notice during the sixty (60) day period that it is ready to close and such closing shall occur within five (5) days following such written notice. After closing, buyer shall be responsible for maintenance of mechanical systems and physical structure of the home and any building, facility or structure on the property. As used herein the "closing" shall refer to the date of recording of the deed; closing is not the date of disbursement of seller's proceeds.

6. POSSESSION

Subject to any tenancy rights or parties in possession, if applicable. Seller agrees to deliver complete possession to Buyer on or before noon 0 ____ days after date of Closing or upon the Closing Date, whichever is later but not prior to Closing.

7. DEED

Seller shall convey title to the Property by general warranty deed (or fiduciary deed, if appropriate) subject to the Permitted Exceptions.

Deed Name: _____

Buyer desires survivorship provision in the deed ____ Yes ____ No

Names as they are to appear on deed. Buyer and Seller acknowledge they will have the right and opportunity to review the deed with counsel of their choosing and are not relying and may not rely upon Broker to advise them as to the contents of or language in the deed.

8. Escrow Agent

The Escrow Agent shall be chosen by Seller unless, as a condition to Buyer's loan, Buyer's lender requires use of a different Escrow Agent, in which case the Escrow Agent shall be chosen by Buyer's lender.

9. CLOSING COSTS RELATED TO THE PURCHASE AGREEMENT AND LISTING AGREEMENT SHALL BE ALLOCATED AS FOLLOWS

Seller shall pay: (a) the cost of the title search and/or mineral search, b) deed preparation, c) county transfer and conveyance fees, (d) real estate taxes and assessments related to the Premises prorated to the date of Closing, including any delinquent real estate taxes and assessments (e) If the Real Property requires a survey, unless otherwise noted, the seller shall pay all surveying charges for each newly-surveyed parcel and any parcel requiring a survey for transfer; f) Broker's fees; and g) the following fees specific to the auction:

Seller and Buyer shall each pay one-half of the escrow agent's standard closing fees and one-half of the commitment fee and premium for an Owner's Policy of Title Insurance. Buyer shall pay any additional costs, including, without limitation, the cost of a loan policy, title endorsements, location survey or other items required by Buyer or Buyer's lender, and the following fees specific to the auction: _____. Buyer shall pay \$ _____ in surveying charges for each newly-surveyed parcel. Seller agrees and instructs the Escrow Agent to pay the professional fee from the sale proceeds at closing to Broker in accordance with the agreement between Seller and Broker. Broker advocates the use of title insurance in all real estate transactions.

10. TAXES UTILITIES & NOTICES

Seller shall pay all taxes and assessments prorated to the Closing Date utilizing the latest available tax information provided by the County Treasurer. If the tax duplicate fails to reflect the improved value of the Property (such as the situation where the Property being purchased is being split out of a larger tract or parcel of land or when the parcel has been improved in a manner not reflected on the tax duplicate) then the Escrow Agent, in counties where applicable, is instructed to contact the county auditor's office and obtain an estimate of the taxes for the proration period and such estimate shall be used in place of the latest available current tax duplicate and shall be final. However, if the auditor will not provide an estimate, then 35% of the assessed fair market value as shown on the tax duplicate (which shall include any reduction for agricultural use value and for which no adjustment shall be made) times multiplied by the millage rate times and the percentage that the Property consists of as compared to the larger tract of land out of which is being split shall be used instead. The assessed fair market value of the buildings and

improvements that are located on the Property shall be included in such calculation. If no existing buildings and/or improvements are located on the Property, the foregoing calculation shall be based solely upon the assessed fair market value of the land as shown on the tax duplicate (again which shall include any reduction for agricultural use value and for which no adjustment shall be made.). Seller represents that they have not received governmental notices of any taxes or assessments not yet certified or of the existence of habitual sex offenders or sexual predators living in the neighborhood surrounding the Property. Utilities shall be paid by Seller to date the Seller vacates the Property or Closing, whichever is later. For any governmental utilities or other fees that attach to the Property, Escrow Agent is instructed to check for delinquent accounts. If applicable, the delinquencies are to be deducted from Seller's proceeds at Closing. **BUYER SHALL BE RESPONSIBLE** for payment of any Current Agricultural Use Valuation (CAUV) recoupment that may be assessed by the county auditor, and which becomes due and payable after the Closing.

11. DAMAGE OR DESTRUCTION OF PROPERTY

Risk of loss to the Property shall be borne by Seller until Closing. If the Property is substantially damaged or destroyed prior to Closing either party may rescind this Purchase Agreement.

12. TENANT OCCUPIED

If the Property is tenant occupied all security deposits held by Seller in connection with the tenancy shall be paid to Buyer and all rents are to be prorated to date of Closing regardless if such rent has been collected, Buyer understands that after Closing Seller has no authority over the tenants and therefore Buyer is solely responsible for pending legal action to evict any tenant having possession at the time of the Closing.

13. FIXTURES & EQUIPMENT

This transaction shall include the following items free of liens and encumbrances IF located on Property and IF used in connection therewith: window and wall air conditioning units; attached fireplace equipment and grate; bathroom fixtures; affixed mirrors and lights; ceiling fans; smoke and carbon monoxide detector(s); all window coverings including rods and fixtures; blinds and awnings; humidifier; window and door screens; storm doors and windows; built-in furniture and appliances; garage door opener and controls; television aerial and rotor box and: _____

This sale does NOT include: _____

Buyer has read and understands what it is and is not included in the sale of Property.

14. ACCEPTANCE OF CONDITIONS

This Property is being purchased in its present physical condition, "AS IS, WHERE IS" after examination by the Buyer. Buyer is relying solely upon such examinations with reference to condition, value, character, and dimensions of the Property, and the home and/or other buildings, improvements and fixtures, if any, and is not relying upon any representations or facts presented by Broker or its employees or agents, whether orally or contained in any written material prepared by Broker regarding the Property, including, but not limited to the sales flyers and advertisements, Realtor Information Sheet, Property Information Sheet, and/or Multiple Listing Service Publication. Real Estate sales people are not tradesman and, therefore cannot make representations concerning the quality, character and/or condition of the plumbing, electrical system, heating, water supply, sewage system, and/or any other physical structure or characteristic to be in good or proper working order and/or condition, as he or she is not qualified to do so. Buyer has read and understands the above "AS IS" Clause.

Initial: _____ **Date:** _____

15. OIL/GAS/MINERAL ROYALTIES

Buyer acknowledges that, if oil and gas or mineral rights/royalties are not otherwise being reserved to Seller in this Purchase Agreement, or have been previously withheld, that Buyer shall be responsible for

contacting the producer of the oil, gas or minerals, if any, to notify them of the change in ownership of the Property and provide them with any information needed to transfer the royalty payments to Buyer with said transfer, if any, to be effective as of Closing and further provided that any such royalties actually paid after Closing shall belong to Buyer regardless of the actual production date. This paragraph does not constitute a representation that any such mineral or royalty rights exist and shall have no application if Seller reserves the royalty or mineral rights at issue.

16. Indemnity

Seller and Buyer shall indemnify, defend, and hold harmless Broker, its employees, agents, directors, officers and shareholders from all any liabilities, claims, cause of action, costs and expenses (including attorneys' fees and court costs), and other demands for injuries, or damages to any person or entity incurred as a proximate cause of any Losses arising from or related to Seller or Buyer providing Broker incorrect information or, Seller's failure to disclose any information related to the Property, whether known or not known by Seller at the time of the execution of this Purchase Agreement. This indemnification paragraph shall survive both the Closing of the transaction, the transfer of title, and any termination of this Purchase Agreement.

17. CONSUMER GUIDE & AGENCY DISCLOSURE

Initials: _____ Buyer acknowledges receipt of Broker's Consumer Guide to Agency and Agency Disclosure.

18. RESIDENTIAL PROPERTY DISCLOSURE

(Initial only one line)

___ Buyer acknowledges receipt from Seller of a signed and dated Residential Property Disclosure Form in compliance with Ohio Revised Code Section 5302.30 et. seq. (the "Residential Disclosure Law"). A copy of the disclosure is attached hereto and made a part hereof as Exhibit A

OR

___ Buyer acknowledges that the Property does not contain a previously occupied residential dwelling and that the Residential Disclosure Law does not apply to this transaction.

19. LEAD PAINT DISCLOSURE

(Initial only one line)

___ Buyer acknowledges that, prior to signing this contract, Buyer received a Lead Paint Disclosure form and booklet in compliance with the Federal Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"). A copy of the Lead Paint Disclosure is attached hereto and made a part hereof as Exhibit B

OR

___ Buyer acknowledges that the Property either does not contain any residential buildings, or that all such buildings were constructed after 1978, and that the Act does not apply to this transaction.

20. NO REPRESENTATION BY BROKER

The parties acknowledge Broker has not made, does not make, and has not authorized anyone else to make, any warranties as to: (a) the existence or lack of existence of any mineral rights, lease of mineral rights, reservations of mineral rights or any other matter regarding mineral rights or title to the Property; and (b) any other matter or thing relating to the Property or this Purchase Agreement. Buyer and Seller expressly acknowledge that they may not rely and are not relying upon any representations made by Broker (or on Broker's behalf) in entering into this Purchase Agreement. Buyer and Seller have inspected the Property and conducted their own due diligence, or caused the same to be made on their behalf, and are thoroughly familiar and fully satisfied therewith.

21. COMMISSIONS

Seller and Buyer acknowledge and agree that: a) the commission rate that is to be paid in connection with this transaction is not fixed, controlled, recommended, or suggested in law or by any multiple listing service or association of realtors and can be fully negotiated; b) Seller and Buyer have the freedom to discuss and agree upon a commission rate that is acceptable to each of them and their respective agents; and c) there are no mandatory or standard commission rates in the real estate industry, such that the commission rate in each transaction may vary depending on various factors, including but not limited to the scope of services provided by each party's agent and market conditions.

22. OHIO'S SEX OFFENDER REGISTRATION AND NOTIFICATION LAW

Ohio's Sex Offender Registration and Notification 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. Therefore, you can obtain information from the sheriff's office regarding the notices they have provided pursuant to Ohio's sex offender notification law. Buyer shall rely on Buyer's own inquiry with the local sheriff's office as to the registered sex offenders in the area and shall not rely on Seller or any real estate agent regarding such matters.

23. CLOSING DISCLOSURES AND/OR SETTLEMENT STATEMENT

Seller and Buyer hereby authorize the escrow agent to send a HUD Settlement Statement to the respective Brokers and Agents of each listed in this Contract for their review prior to Closing and their records after Closing.

24. JURISDICTION/VENUE

In the event of any dispute arising out of or relating to seller's execution and delivery of this purchase agreement, or the breach thereof, the parties agree that venue and jurisdiction for any dispute which may arise out of this agreement shall exclusively lie in Licking County, Ohio.

25. AGRICULTURE AND RECREATIONAL/HUNTING LEASES

Seller has informed tenants through the proper procedure that their lease has been cancelled effective:

OR _____

26. MISCELLANEOUS

This Purchase Agreement shall be binding upon the parties hereto, their heirs, successors and assigns. This Purchase Agreement is not assignable by either party without the written consent of the other. Any amendment, addition, modification or change of any kind to the terms of this Purchase Agreement must be in writing and signed by all parties to this Purchase Agreement. Buyer represents that Seller has not made any promises, statements, agreements or representations of any kind that are not otherwise set forth in the terms of this Purchase Agreement, and Buyer is not relying upon any promises, statements, agreements or representations of any kind that are not expressly set forth in this Purchase Agreement in making Buyer's decision to enter into this Purchase Agreement. This Purchase Agreement represents the final agreement among the parties with respect to the subject matter set forth in this Purchase Agreement. This Purchase Agreement may be executed in counterparts each of which shall be deemed an original for purposes of authentication, evidentiary validity, and in governance of all the parties hereto. This Purchase Agreement is entered into in Ohio, and Ohio law shall apply to this Purchase Agreement and all disputes relating thereto. The provisions of this Purchase Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain in full force and effect. This Purchase Agreement shall survive the termination of any arrangements contained herein. Headings throughout this Purchase Agreement have no special significance and are for convenience only. Seller is encouraged to have the terms of this Purchase Agreement reviewed by a licensed Ohio Attorney. Broker

does not and cannot provide legal advice of any kind, and Seller and Buyer warrants that Buyer and Seller are not and will not rely upon Broker for legal advice.

27. ADDITIONAL TERMS AND CONDITIONS

28. SIGNATURES

BUYER Signature: X _____ Date/Time: _____
 (Print name here) _____
 PHONE: _____ CELL: _____ E-MAIL ADDRESS: _____
 ADDRESS: _____

BUYER Signature: X _____ Date/Time: _____
 (Print name here) _____
 PHONE: _____ CELL: _____ E-MAIL ADDRESS: _____
 ADDRESS: _____

SELLER Signature: X _____ Date/Time: _____
 (Print name here) _____
 PHONE: _____ CELL: _____ E-MAIL ADDRESS: _____
 ADDRESS: _____

SELLER Signature: X _____ Date/Time: _____
 (Print name here) _____
 PHONE: _____ CELL: _____ E-MAIL ADDRESS: _____
 ADDRESS: _____

29. ACCEPTANCE

Seller accepts above offer and irrevocably instructs escrow agent to pay from Seller's escrow funds a commission of 3% _____ to _____ (Buyers Broker) _____
 (Office) (not applicable if left in blank) and \$ _____ to _____ (Listing Broker)
 _____ (Office)

SELLER: _____ Address: _____

Print Name: _____ ZIP: _____

SELLER: _____ Date: _____ Phone: _____

Print name: _____ Email: _____

30. RECEIPT OF DEPOSIT

Received with Offer \$ _____ Check#: _____ By: _____
 Received upon Acceptance \$ _____ Check#: _____ By: _____

31. AGENCY CONTACT INFORMATION

Seller's Broker: _____

Seller's Agent: _____

Brokers License Number: _____

Agent License Number: _____ **Phone Number:** _____

Buyers Broker: _____

Buyers Agent: _____

Broker's License Number: _____

Agent License Number: _____ **Phone Number:** _____



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuer: First American Title Insurance Company
Issuing Office: 11 North Third Street, Newark, OH 43055
Issuing Office's ALTA® Registry ID:
Commitment Number: 2838139NE
Issuing Office File Number: 2838139NE
Property Address: 431 W. College Street, Granville, OH 43023
Revision Number:

SCHEDULE A

1. Commitment Date: June 16, 2026 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Homeowner's (Eagle) Policy
Proposed Insured: TBD
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Short Form Loan Policy
Proposed Insured: Lender To Be Determined
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

Donald Dean Pheneger a/k/a Donald D. Phenegar and Douglas E. Pheneger a/k/a Douglas E. Phenegar
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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First American Title™

OTIRB Commitment for Title Insurance
Ohio - 2021 v. 01.00 (07-01-2021)

First American Title Insurance Company

By:

Authorized Signatory

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Commitment No. 2838139NE

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Donald Dean Pheneger a/k/a Donald D. Phenegar and Douglas E. Pheneger a/k/a Douglas E. Phenegar, and spouse(s), if any to TBD.
 - b. Mortgage to be insured from TBD to Lender to be determined.
5. Owners Affidavit from Donald Dean Pheneger a/k/a Donald D. Phenegar and Douglas E. Phenegar a/k/a Douglas E. Phenegar in a form approved by First American Title Insurance Company.
6. Pay all taxes, charges, assessments, levied and assessed against the Land which are due and payable.
7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and material men are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
8. Ohio law, effective October 3, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at O.R.C. §5301.256. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.
9. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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10. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to the approval of the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this commitment, and every person relying on this commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00 and the total liability of the Company on account of the commitment shall not exceed said amount.

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Commitment No. 2838139NE

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.

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9. Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the Land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the Land by the State, County, Municipality, Township, or other taxing authority.

10. 2025 Tax Duplicate for Parcel Number 020-055044-00.000;

The first half tax in the amount of **\$3,073.50**, including current assessments, if any, is **PAID**.

The second half tax in the amount of **\$3,030.93**, including current assessments, if any, is **PAID**.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is **None**.

Assessed Values:

Land: \$48,860 Building: \$96,880 Total: \$145,740

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

NOTE: A search for uncertified special tax assessments has not been performed.

11. Said premises are liable for an assessment for Muskingum Watershed Maintenance, of which \$1.00 has been included with the taxes for the First and Last half of the year 2025.

Credit for a Homestead Reduction was given in the amount of \$230.00 per half year.

12. Notwithstanding the reference to dimensions, acreage or square footage in the description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the dimensions or quantity of land set forth therein.

NOTE: According to the Public Records, the following matters constitute the chain of title for the 24 month period preceding the Commitment Date hereof

OR

the last recorded instrument vesting title to the Land:

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A document recorded March 26, 2026 as Instrument No. 202603260005528 of Official Records.

From: Donald D. Pheneger
To: Donald Dean Pheneger a/k/a Donald D. Phenegar and Douglas E. Pheneger
a/k/a Douglas E. Phenegar

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EXHIBIT A

The Land referred to herein below is situated in the Village of Granville, County of Licking, State of Ohio, and is described as follows:

First Parcel:

Being all that portion of Lot Number Fifteen (15) in the SHEPARDSON PARK ADDITION to the Village of Granville, Ohio as shown upon the plat of said addition recorded in Volume 3, Page 177, of the Plat Records of Licking County, Ohio, which lies between two lines drawn parallel with and respectively 15 and 60 feet East of the West line of Lot Number 15, which parallel lines extend from the North line of said lot to the South line of said lot.

Second Parcel:

Being all that portion of Lot Number Sixteen (16) in the second quarter of Township 2, Range 13, U.S.M. Lands, which lies between two lines drawn parallel with and respectively 15 and 60 feet East of the West line of the property conveyed to Minnie B. Cressey by Esmah C. Orcutt, by deed dated March 27, 1924, and recorded in Volume 268, herein described lies directly South and is adjacent to the First Parcel described herein.

Being the same real estate conveyed to John P. Morris and Linda A. Morris by Laurel E. Pease and Marian E. Pease, husband and wife, by deed dated July 15, 1969 and recorded in Volume 608, Page 448, of the Deed Records, Licking County, Ohio.

The property address and tax parcel identification number listed herein are provided solely for informational purposes, without warranty as to accuracy or completeness.

Property Address: 431 W. College Street, Granville, OH 43023
Parcel No.: 020-055044-00.000

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

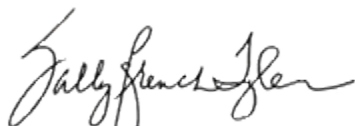
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

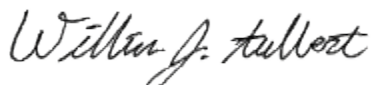
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY


Sally F. Tyler, President


William J. Aulbert, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and

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- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an

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- agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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REAL ESTATE PURCHASE ADDENDUM

This Addendum is hereby incorporated into and made part of that certain Purchase Agreement for the real property located at 431 W College Street, Granville, Ohio 43023 (hereinafter referred to as the "Property").

WHEREAS, the undersigned Buyer acknowledges and understands that the Property may contain several patent defects, obvious or non-obvious structural issues, and likely undiscovered latent defects;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **AS-IS CONDITION:** Buyer expressly acknowledges that the Property is being purchased in its "AS-IS, WHERE-IS" condition with all faults and defects, whether known or unknown, patent or latent, including but not limited to the defects specifically referenced above.
2. **WAIVER OF LIABILITY:** Buyer hereby waives, releases, and forever discharges Sellers and all licensed real estate agents and brokers involved in this transaction from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever arising from any unknown defects or unidentified issues related to the Property.
3. **PERSONAL PROPERTY AND CONTENTS:** Any and all items, personal property, fixtures, and contents remaining in or on the Property at the time of closing, whether attached or unattached, shall automatically convey to Buyer with the Property at closing.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date set forth below.

BUYER: _____ DATE: _____

BUYER: _____ DATE: _____

SELLER:

<i>Don Phenege</i>	dotloop verified 06/17/26 5:30 PM EDT SHKO-FIKG-CGMW-JXNW
--------------------	---

 DATE: _____

SELLER:

<i>Doug Phenege</i>	dotloop verified 06/17/26 11:07 AM EDT C4RD-25DD-XSZB-OHDS
---------------------	--

 DATE: _____

Ohio REALTORS®
Residential Property Disclosure Exemption Form

To Be Completed By Owner

Property Address:

431 W College St Granville Oh 43023

Owner's Name(s):

Don Pheneger and Doug Pheneger



Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.

Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- ☐ (1) A transfer pursuant to a court order, such as probate or bankruptcy court;
- ☐ (2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
- ☐ (3) A transfer by an executor, a guardian, a conservator, or a trustee;
- ☐ (4) A transfer of new construction that has never been lived in;
- ☐ (5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the sale;
- ☒ (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
- ☐ (7) A transfer where either the owner or buyer is a government entity.

ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL DUTY TO DISCLOSE ANY KNOWN LATENT DEFECTS OR MATERIAL FACTS TO THE BUYER.

OWNER'S CERTIFICATION

By signing below, I state that the proposed transfer is exempt from the Residential Property Disclosure Form requirement. I further state that no real estate licensee has advised me regarding the completion of this form. I understand that an attorney should be consulted with any questions regarding the Residential Property Disclosure Form requirement or my duty to disclose defects or other material facts.

Owner:	<i>Don Pheneger</i> dotloop verified 06/17/26 5:24 PM EDT ZBBH-DCFL-WPDF-M886	Date: _____
Owner:	<i>Doug Pheneger</i> dotloop verified 06/17/26 11:02 AM EDT NPMC-MUMP-YGYO-TVVC	Date: _____

BUYER'S ACKNOWLEDGEMENT

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer: _____	Date: _____
Buyer: _____	Date: _____

This is not a state mandated form. This form has been developed by the Ohio REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio REALTORS® is not responsible for the use or misuse of this form.

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

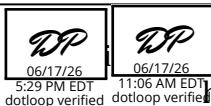
Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may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

Property Address 431 W College St Granville Oh 43023

Seller's Disclosure

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

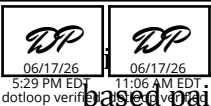
(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:



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

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

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



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

Purchaser's Acknowledgment

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

(i) _____ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.
(ii) _____ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

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

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

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

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

Agent's Acknowledgment (initial or enter N/A if not applicable)

(f)  Seller's Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.
(g)  Purchaser's Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.¹

Certification of Accuracy

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

	dotloop verified 06/17/26 5:29 PM EDT SLHE-IUKL-5VFQ-QWCE			
	dotloop verified 06/17/26 11:06 AM EDT CIHM-F9XB-WLJV-0DQV	Date	Purchaser	Date
	dotloop verified 06/17/26 9:53 AM EDT AGYT-EXHY-HMTQ-8GBQ	Date	Purchaser	Date
Seller's Agent		Date	Purchaser's Agent ¹	Date

Paperwork Reduction Act

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

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

CONSUMER GUIDE TO AGENCY RELATIONSHIPS



PACC REALTY AND AUCTION LLC



We are pleased you have selected PACC REALTY AND AUCTION LLC to help you with your real estate needs. Whether you are selling, buying or leasing real estate, PACC REALTY AND AUCTION 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 that agents can offer and their options for working with you.

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

Representing the Sellers

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

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction. All buyers working with an agent must sign a written agency agreement prior to any of the following: touring of, or making an offer for, any residential property, or signing a residential lease of 18 months or longer. This agreement must include expiration dates, fair housing information, relationship exclusivity, and terms of compensation, as well as a conspicuous statement that broker fees and commissions are not set by law, are fully negotiable, and may be paid by the seller, the buyer, the landlord, the tenant, or a third party, or by sharing or splitting the fees and commissions between brokers.

Dual Agency

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

Representing Both the Buyer & Seller

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

Working With PACC REALTY AND AUCTION LLC

PACC REALTY AND AUCTION 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 PACC REALTY AND AUCTION 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. PACC REALTY AND AUCTION LLC will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, the agent and PACC REALTY AND AUCTION 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 PACC REALTY AND AUCTION LLC has listed. In that instance, PACC REALTY AND AUCTION 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 PACC REALTY AND AUCTION LLC lists property for sale, it may elect to cooperate with, and offer compensation to, other brokerages that represent buyers. PACC REALTY AND AUCTION 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 PACC REALTY AND AUCTION 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 PACC REALTY AND AUCTION LLC will be representing your interests.

When acting as a buyer's agent, PACC REALTY AND AUCTION 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, 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.

Blockbusting is illegal and defined as, 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 to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

Printed Name

Printed Name

Signature

Date

Signature

Date



AGENCY DISCLOSURE STATEMENT

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

Property Address: _____

Buyer(s): _____

Seller(s): _____

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____.

AGENT(S)

BROKERAGE

The seller will be represented by _____, and _____.

AGENT(S)

BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

- ☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____.
- ☐ represent only the (check one) ☐ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

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

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

DUAL AGENCY

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

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

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

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

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

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

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

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

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

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



Ohio Department of Commerce
Division of Real Estate & Professional Licensing
6606 Tussing Rd
PO Box 4008
Reynoldsburg, OH 43068
(614) 466-4100





Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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

Read this entire brochure to learn:

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

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

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

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



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

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

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

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

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



Women of childbearing age should know that lead is dangerous to a developing fetus.

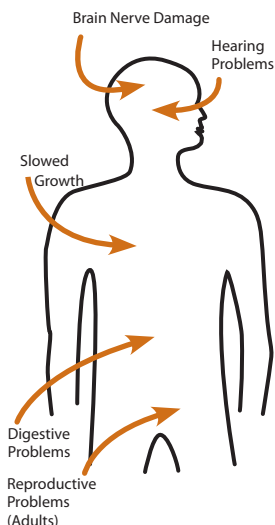
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

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



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

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

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

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

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

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

Where Lead-Based Paint Is Found

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

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

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

Lead can be found:

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

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

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

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

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

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

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

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

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

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

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

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



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

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

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

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

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



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

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

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

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

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

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

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

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

Important Steps You Can Take to Reduce Lead in Drinking Water

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

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

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

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

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

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

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

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

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

CPSC

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

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

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

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IMPORTANT!

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

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