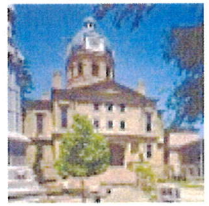


LARRY LINDBERG

Tuscarawas County Auditor | Tuscarawas County, Ohio



SUMMARY

Deeded Name	HUSTON HAROLD E & MARY LOU		Taxpayer	HUSTON HAROLD E & MARY LOU	
Owner	HUSTON HAROLD E & MARY LOU PO BOX 96 410 W MAIN ST PORT WASHINGTON OH 43837-9043			PO BOX 96 410 W MAIN ST PORT WASHINGTON OH 43837-9043	
Tax District	52-SALEM TWP-PORT WASHINGTON CORP		Land Use	510-SINGLE FAMILY DWELLING	
School District	INDIAN VALLEY SD		Class	Residential	
Neighborhood	00800-PORT WASHINGTON CORPORATION		Subdivision		
Location	410 W MAIN ST		Legal	WHOLE 289 292	
CD Year		Map Number	4	Routing Number	32000
Acres	0.0000	Sold	01/01/1900	Sales Amount	0.00

VALUE

District	52-SALEM TWP-PORT WASHINGTON CORP	
Land Use	510-SINGLE FAMILY DWELLING	
	Appraised	Assessed
Land	9,090	3,180
Improvement	65,830	23,040
Total	74,920	26,220
CAUV	N	0
Homestead	Y	26,200
OOC	Y	74,920
Taxable	74,920	26,220

CURRENT CHARGES

Full Rate	64.400000			
Effective Rate	44.099569			
Qualifying Rate	39.162704			
	Prior	First	Second	Total
Tax	0.00	334.25	334.25	668.50
Special	0.00	1.00	1.00	2.00
Total	0.00	335.25	335.25	670.50
Paid	0.00	335.25	0.00	335.25
Due	0.00	0.00	335.25	335.25

FUTURE CHARGES

Type	Description	Amount
Special Assessments	C980000000 MWCD	2.00

LAND

Type	Dimensions	Description	Value
FR-FRONT LOT	110.0000 X 180.0000	Effective - Frontage / Depth	9,090
		Total	9,090

DWELLING

Card 1					
Style	01-SINGLE FAMILY	Family Rooms	0	Heating	Y
Stories	1.00	Condition	A-AVERAGE	Cooling	N
Rec Room Area	0	Year Built	1950	Grade	C-3
Finished Basement	0	Year Remodeled		Fireplace Openings	0
Rooms	5	Full Baths	1	Fireplace Stacks	0
Bed Rooms	2	Half Baths	0	Living Area	1,200
Dining Rooms	0	Other Fixtures	0	Total Area	2,400
				Value	65,830

OTHER IMPROVEMENT

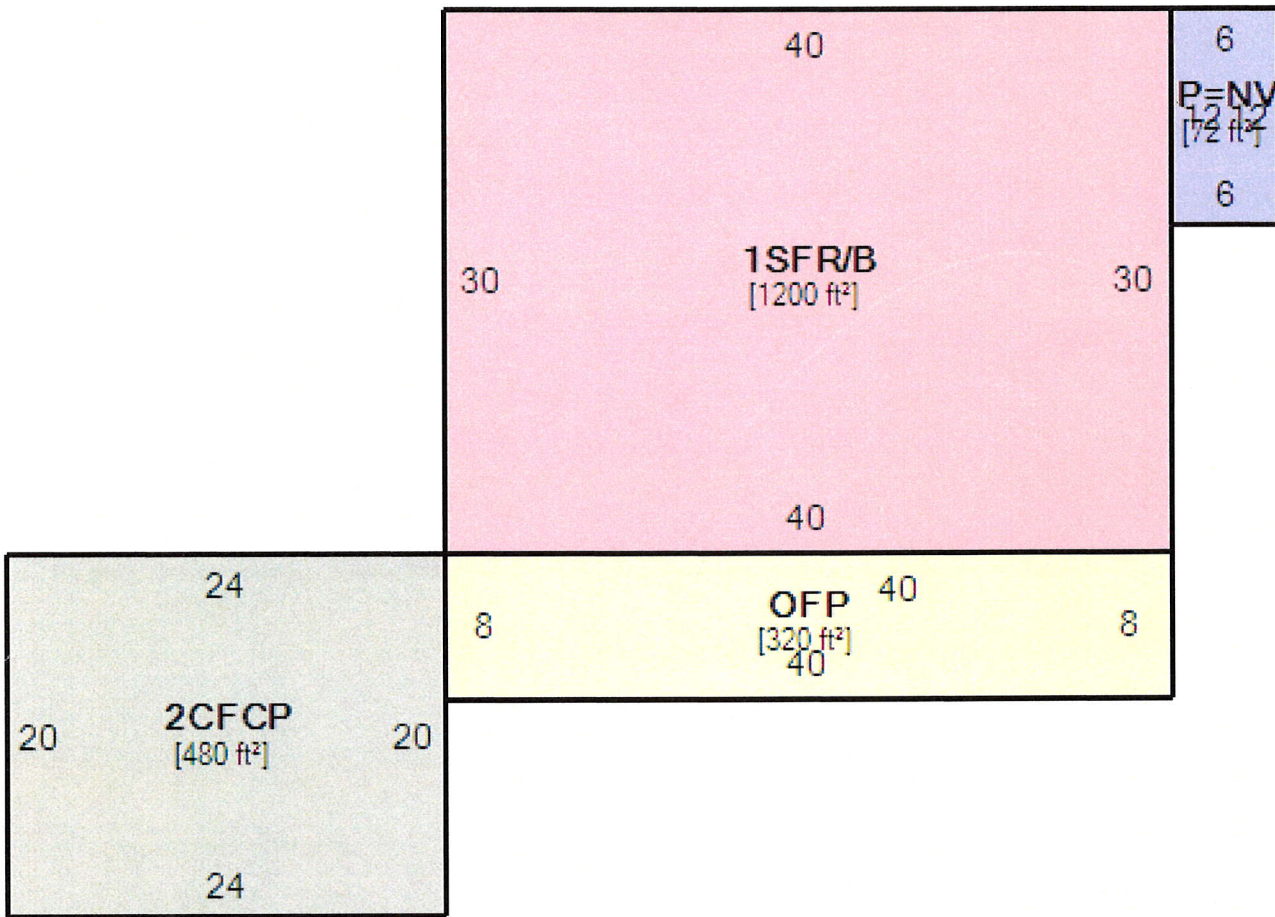
Card Type	Year Built	Year Remodeled	Condition	Dimensions	Description	Size	Value
1 SHED	1988		A-AVERAGE	10 X 16	Length x Width (Optional)	160	0
						Total	0

SKETCH

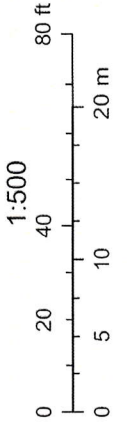
Card 1

ID	Description	Size	Floor	Floor Area (ft <sup>2</sup> )	Living Area (ft <sup>2</sup> )
A	1SFR/B (1 STORY FRAME / BASEMENT)	1,200	First Floor	1,200	1,200
B	OFF (OPEN FRAME PORCH)	320	Basement	1,200	0
C	2CFCP (2 CAR ATTACHED FRAME CAR PORT)	480	Total	2,400	1,200
D	P=NV (PATIO (NO VALUE))	72			
1	SHED	160			

1







1:500

Tuscarawas County, OH

1/24/2024





**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**COMMONWEALTH LAND 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 EXTRACTIONAL 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, Commonwealth Land Title Insurance Company, a(n) Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed 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.

**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.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land 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.*





- 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 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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COMMONWEALTH LAND TITLE INSURANCE  
COMPANY  
P.O. Box 45023, Jacksonville, FL 32232-5023



By: \_\_\_\_\_  
Michael J, Nolan, President



By: \_\_\_\_\_  
Marjorie Nemzura, Secretary

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

Issuing Agent: Connolly, Hillyer & Welch Title Services Inc.  
Issuing Office: 223 Fair Ave NW  
New Philadelphia, OH 44663  
Issuing Office's ALTA® Registry ID: 1077942  
Loan ID Number:  
Commitment Number: 2024-64  
Issuing Office File Number: 2024-64  
Property Address: 410 West Main Street, Port Washington, OH 43837  
Revision Number:

**SCHEDULE A**

1. Commitment Date: February 9, 2024 8:00 AM
2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy
 

Proposed Insured:	<b>TBD - AUCTION</b>
Proposed Amount of Insurance:	<b>\$0</b>
The estate or interest to be insured:	<b>fee simple</b>
  - (b) 2021 ALTA Loan Policy
 

Proposed Insured:	
Proposed Amount of Insurance:	<b>\$0</b>
The estate or interest to be insured:	<b>fee simple</b>
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:  
Eugene Huston by deed from Mary Lou Huston, deceased dated 01/19/2024 and recorded with Tuscarawas County Recorder on 02/01/2024 in Book 1654, Page 163 Official Records of Tuscarawas County, Ohio. and, as disclosed in the Public Records, has been since February 1, 2024.
5. The land is described as follows:  
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

**CONNOLLY, HILLYER & WELCH TITLE SERVICES INC.**  
223 Fair Ave NW, New Philadelphia, OH 44663  
Telephone: (330) 602-1800

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**  
P.O. Box 45023, Jacksonville, FL 32232-5023

Countersigned by:



Brett Hudson Hillyer, License #1092167  
Connolly, Hillyer & Welch Title Services Inc., License #27872

  
By: \_\_\_\_\_  
Michael J. Nolan, President

  
By: \_\_\_\_\_  
Marjorie Nemzura, Secretary

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**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.

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**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. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto
8. Pursuant to O.R.C. Section 1529.31(D), the following exception will appear on any loan policy: Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy
9. No liability is assumed for tax increases occasioned by retroactive revaluation arising out of the change in land usage, on account of errors or omissions and changes in the valuation of the property by legally constituted authorities.
10. PPN: 52-00127-000  
Description: Whole 289 292  
Assessed Valuation: \$3,180.00-\$23,040.00-\$26,220.00  
Appraised Valuation: \$9,090.00-\$65,830.00-\$74,920.00  
Taxes and Special Assessments: \$335.25  
Taxes and Special Assessments for tax year 2022 are paid;  
Taxes and Special Assessments for the first half of tax year 2023 are due February 16, 2024;  
Taxes and Special Assessments for the second half of the tax year 2023 are due July 16, 2024;  
Taxes and Special Assessments for tax year 2024 and thereafter are a lien on said premises but are not yet due and available for payment;  
No liability is assumed for tax increases occasioned by retroactive revaluation change in land usage, or loss of any homestead exemption status for insured premises.
11. Plat Matters of Slate's Addition recorded in Volume 1-A, Page 26, Plat Records of Tuscarawas County, Ohio.

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**EXHIBIT "A"**

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

Being Lots #26 and #20 as numbered on the original plat of Slade's Addition to the Village of Port Washington and recorded Plat Book 1-A at Page 26 of the County Plat Records: said lots being more fully bounded and described as follows:

Beginning at the southeast corner of said Lot #28 which is the intersection of the north line of Furnace Street with the west line of Main Street in said village:

thence with the line of Main Street, North 35 deg. 00 min. East, 123.25 feet to the northeast corner of said lot #26; thence with the north line thereof, North 55 deg. 00 min. West, 180.0 feet to the northwest corner thereof on the east line of a 16.5 foot alley; thence with the alley line, South 35 deg. 00 min. West, 109.1 feet to its intersection with the north line of the aforementioned Furnace Street at the southwest corner Lot #28; thence with the street and lot line, South 50 deg. 31 min. East, 180.55 feet to the place of beginning.

PPN: 52-00127.000

Known as: 410 West Main Street, Port Washington, Ohio

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# 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: 410 W. MAIN ST. Port Washington

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

Seller(s): HUSTON Estate

## 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) RYAN WALLICK and real estate brokerage Mentor Realty 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 \_\_\_\_\_

X Jeffrey M. Huston 1-31-2024  
SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

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

SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_



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

Property Address 410 W. Main St Post Washington

**Lead Warning Statement**

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

**Seller's Disclosure**

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

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

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

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

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

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

**Purchaser's Acknowledgment (initial)**

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

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

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

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

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

**Agent's Acknowledgment (initial)**

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

**Certification of Accuracy**

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

<u>[Signature]</u> Seller	<u>1-31-2024</u> Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
<u>[Signature]</u> Agent	<u>1/31/24</u> Date	_____ Agent	_____ Date