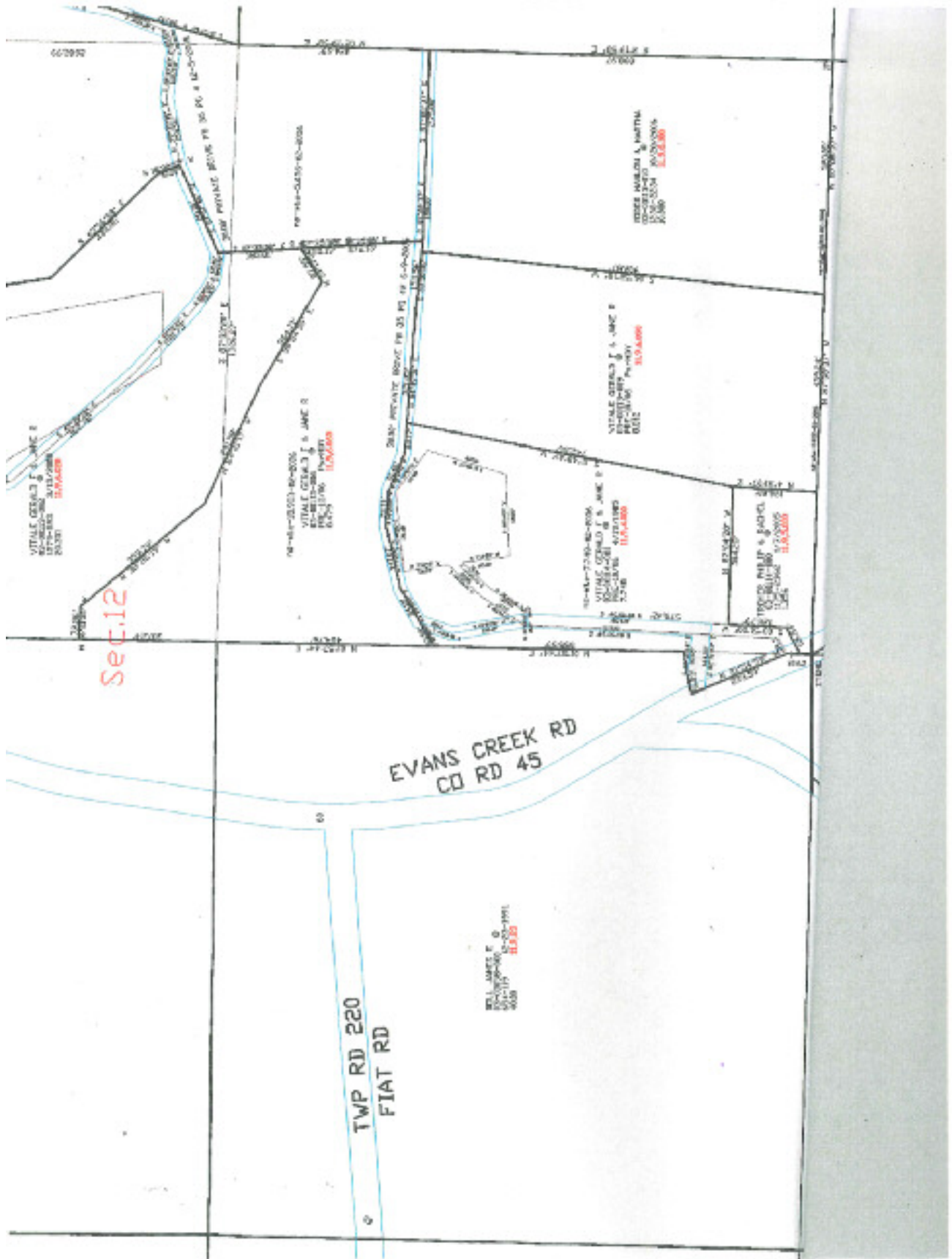


Don R. Wallick Auctions, Inc.

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Auction



THE TUSCARAWAS COUNTY TITLE COMPANY

203 Fair Avenue N.E. - P. O. Box 548
New Philadelphia OH 44663
Phone: (330) 364-4450 Fax: (330) 343-2976
Email: tusctitle@tusctitle.net

TAX AND LEGAL REPORT

DATE: October 1, 2008

REQUESTED BY: Don Wallick Wallick Auctions

PROPERTY ADDRESS: 5453 Evans Creek Rd. S.W. Sugarcreek Ohio

PRESENT OWNER: Gerald F. Vitale and Jane R. Vitale

VOLUME: 690 **PAGE:** 466 **TRANSFER:** Feb. 27, 1995

PARCEL NO.: 03-00114.001

=====

REAL ESTATE TAXES ARE CURRENTLY LISTED ON THE 2007 TAX DUPLICATE IN THE NAME OF

Gerald F. Vitale and Jane R. Vitale

PARCEL NO.: 03-00114.001

DESC. 4-7-12 Sw NE NW SE 7.748A (.719 Dedicated Drive)

VALUATIONS:

LAND: 10,710
BUILDING: 6,920
TOTAL: 17,630
HOMESTEAD:
AUV: 7,460

TAXES:

GENERAL TAXES: \$ 499.79
TAX REDUCTION: \$ -190.10
10% ROLLBACK: \$ -30.97
2 1/2% REDUCTION \$ -3.89
HOMESTEAD CREDIT \$
TOTAL PER 1/2 YEAR \$ 274.82
UNPAID REAL \$
CURRENT SA: \$
PENALTY: \$
PRIOR DEL: \$
TOTAL DUE: \$ -0-

Special Assessments: None

Taxes for the year 2007 are paid
Taxes for the year 2008 are undetermined but not yet due.

Approved: **See Attached Note**
Not Approved: _____

BY: Laura J. Andrews

PRIOR FILE NO.

This information, including any lot dimensions shown, is derived solely from public records. While the information is usually reliable, it cannot be guaranteed without a full title examination and a current survey to verify its accuracy.

THE TUSCARAWAS COUNTY TITLE COMPANY

203 Fair Avenue N.E. - P. O. Box 548
New Philadelphia OH 44663
Phone: (330) 364-4450 Fax: (330) 343-2976
Email: tusctitle@tusctitle.net

TAX AND LEGAL REPORT

DATE: October 1, 2008

REQUESTED BY: Don Wallick Wallick Auctions

PROPERTY ADDRESS: 5453 Evans Creek Rd. S.W. Sugarcreek Ohio

PRESENT OWNER: Gerald F. Vitale and Jane R. Vitale

VOLUME: 690

PAGE: 466

TRANSFER: Feb. 27, 1995

PARCEL NO.: 03-00113.006

=====

REAL ESTATE TAXES ARE CURRENTLY LISTED ON THE 2007 TAX DUPLICATE IN THE NAME OF

Gerald F. Vitale and Jane R. Vitale

PARCEL NO.: 4-7-12 SW NE NW 8.4786A (.306 Dedicated Drive)

DESC.

VALUATIONS:

LAND: 5,900
BUILDING: 0
TOTAL: 5,900
HOMESTEAD:
AUV: 290

TAXES:

GENERAL TAXES: \$ 10.08
TAX REDUCTION: \$ -3.83
10% ROLLBACK: \$ -0.63
2 1/2% REDUCTION \$
HOMESTEAD CREDIT \$
TOTAL PER 1/2 YEAR \$ 5.62
UNPAID REAL \$
CURRENT SA: \$
PENALTY: \$
PRIOR DEL: \$
TOTAL DUE: \$ -0-

Special Assessments: None

Taxes for the year 2007 are paid
Taxes for the year 2008 are undetermined but not yet due.

Approved: **See Attached Note**

Not Approved: _____

BY: Laura J. Andrews

PRIOR FILE NO.

This information, including any lot dimensions shown, is derived solely from public records. While the information is usually reliable, it cannot be guaranteed without a full title examination and a current survey to verify its accuracy.

THE TUSCARAWAS COUNTY TITLE COMPANY

203 Fair Avenue N.E. - P. O. Box 548
New Philadelphia OH 44663
Phone: (330) 364-4450 Fax: (330) 343-2976
Email: tusctitle@tusctitle.net

TAX AND LEGAL REPORT

DATE: October 1, 2008

REQUESTED BY: Don Wallick Wallick Auctions

PROPERTY ADDRESS: Evans Creek Road Sugarcreek Ohio

PRESENT OWNER: Gerald F. Vitale and Jane R. Vitale

VOLUME: 690 **PAGE:** 466 **TRANSFER:** Feb. 27, 1995

PARCEL NO.: 03-00113.009

=====

REAL ESTATE TAXES ARE CURRENTLY LISTED ON THE 2007 TAX DUPLICATE IN THE NAME OF

Gerald F. Vitale and Jane R. Vitale

PARCEL NO.: 03-00113.009

DESC. 4-7-12 SW NE NW SE 8.812A (.131A Dedicated Drive) Tract 4

VALUATIONS:

LAND: 5,450
BUILDING: 0
TOTAL: 5,450
HOMESTEAD:
AUV: 340

TAXES:

GENERAL TAXES: \$ 11.82
TAX REDUCTION: \$ -4.50
10% ROLLBACK: \$ -0.73
2 1/2% REDUCTION \$
HOMESTEAD CREDIT \$
TOTAL PER 1/2 YEAR \$ 6.59
UNPAID REAL \$
CURRENT SA: \$
PENALTY: \$
PRIOR DEL: \$
TOTAL DUE: \$ -0-

Special Assessments: None

Taxes for the year 2007 are paid
Taxes for the year 2008 are undetermined but not yet due.

Approved: **See Attached Note**

Not Approved: _____

BY: Laura J. Andrews

PRIOR FILE NO.

This information, including any lot dimensions shown, is derived solely from public records. While the information is usually reliable, it cannot be guaranteed without a full title examination and a current survey to verify its accuracy.

SURVIVORSHIP DEED

KNOW ALL MEN BY THESE PRESENTS THAT GERALD F. VITALE AND JANE R. VITALE, Husband and Wife, the Grantors, who claim title by and through the instruments recorded as Deed Volume 591, Page 804, Deed Volume 590, Page 466, and Deed Volume 704, Page 340, Tuscarawas County, Ohio Records, for one dollar and other valuable consideration received from GERALD F. VITALE AND JANE R. VITALE, Husband and Wife, the Grantees, whose tax mailing address is 5221 Evanscreek Road, Sugarcreek, Ohio 44681, do give, grant, bargain, sell and convey upon the said Grantees for their joint lives remainder to the survivor of them, the following described premises:

SEE ATTACHED EXHIBIT "A"

Permanent Parcel Nos.: Part of Numbers 03-00113.002
and 03-00114.001

The Property is conveyed to Grantees subject to the following restrictive covenants and Grantees, for themselves and their heirs and assigns, by acceptance of this Deed agree that:

- a) No commercial hog, poultry or veal operations;
- b) No commercial wholesale or retail business;
- c) No industrial, manufacturing or warehouse building or business;
- d) No single wide or double wide mobile homes or manufactured homes;
- e) All conventional built homes must be on permanent foundations; and
- f) No junk yards.

To have and to hold the above-granted and bargained premises, with the appurtenances thereof, unto the said Grantees, their heirs and assigns, forever.

And GERALD F. VITALE AND JANE R. VITALE, the said Grantors, do for themselves and their heirs and assigns, covenant with the said Grantees, their heirs and assigns, that at and until the execution of these presents, they are well seized of the above-described premises, as a good and indefeasible estate in fee simple, and have good right to bargain and sell the same in manner and form as above written, and the same are free from all encumbrances whatsoever, except for those easements, restrictions and encumbrances of record, and except taxes and assessments owing but not yet due, and that they will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantees, their heirs and assigns, against all lawful claims and demands whatsoever subject to the above noted exceptions.

Grantors reserve to themselves, their heirs and assigns, a perpetual Easement for underground gas lines or facilities for the distribution of liquefied or gaseous substances, together with the right to construct underground lines, conduits, manholes, equipments, valves, regulators and all other appurtenances (collectively "Facility") and the right to add to, operate, maintain, repair, replace or remove any Facility through the property described herein as Parcel B consisting of 8.501 acres and Tract number 3 consisting of 7.748 acres for the benefit of a certain 21.269 acre tract currently owned by Grantor, Jane R. Vitale, located immediately north of the Parcel B, 8.501 acre tract, as more particularly described in a Quit Claim Deed recorded in Official Records Volume 1287, Page 2530, of the Tuscarawas County, Ohio Records.

10/07/2008 01:23 PM

WARD & EMLER SURVEYING, INC.

Professional Land Surveyors
113 Third Street SE
New Philadelphia OH 44663-2512
(330) 364-5866 (voice)
(330) 364-1107 (fax)
E-mail: wesurvey@roadrunner.com

Robert F. Royal, III

July 2, 2008

**Description of an 8.812 Acre Tract
For
Gerald Vitale**

situated in the Township of Bucks, the County of Tuscarawas, the State of Ohio.

This is located in the Southeast Quarter of Section 12 in Township 7, Range 4 of the United States Military Lands and consists of part of the residue of a 67.210 acre tract (APN 03-00113.002) heretofore conveyed to Gerald F. and Jane R. Vitale as listed Volume 699, Page 266 of the Tuscarawas County Deed Records with the tract to be conveyed being more fully described as follows:

Commencing at stone monument (found) at the southwest corner of the Northwest Quarter of the Southeast Quarter of Section 12;

thence with the south line of said quarter, quarter section South 87 deg. 08 min. 37 sec. East, 358.22 feet to a 5/8" iron pin capped "Pyle Survey 0233" (found) at the southeast corner of a 1.356 acre tract heretofore conveyed to Philip and Susan Gregory (O.R. 175, Pg. 2365) being also the **TRUE PLACE OF BEGINNING** of the tract herein described;

thence with the east line of said tract North 4 deg. 41 min. 07 sec. East, 186.80 feet to a 5/8" iron pin capped "Pyle Survey 0233" (found) at the northeast corner of said tract;

thence through the beams of the aforesaid parcel tract North 11 deg. 48 min. 41 sec. East, 742.56 feet to a point in the center of a 36 foot Dedicated Private Drive as set forth in Plat Book 32, Page 42 and passing on line a 5/8" iron pin capped "Ward 7356" (found) at 723.16 feet;

thence with center of said Dedicated Private Drive the following two (2) courses:

- (1) thence South 84 deg. 49 min. 31 sec. East, 252.28 feet to a point;
- (2) thence South 83 deg. 01 min. 06 sec. East, 129.73 feet to a point at the northwest corner of a 10.000 acre tract heretofore conveyed to Vishlon and Maria Yoder (O.R. 1738, Pg. 2236);

thence with the west line of said tract South 6 deg. 52 min. 18 sec. West, 902.87 feet to a 5/8" iron pin capped "Ward 7356" (found) on the south line of the Northwest Quarter of the Southeast Quarter of Section 12 and passing on line a 5/8" iron pin capped "Ward 7356" (found) at 15.73 feet;

thence with said line North 87 deg. 08 min. 37 sec. West, 439.24 feet to the **TRUE PLACE OF BEGINNING**. Containing **8.812 acres**, more or less but subject to all legal highways, rights-of-way, easements, leases and restrictions of record or otherwise legally established.

and to have of the above described tract be within a Dedicated Private Drive as set forth in Plat Book 35, Page 42 and for the use and subject to all matters and maintenance agreements as set forth by said Dedicated Private Drive.

Boundaries herein are oriented to north as determined by GPS observation.

This description was prepared by Samuel C. Ward, Professional Surveyor #7356 on July 2, 2008 and it is based upon a field survey by the same completed in September 2006.

Samuel C. Ward
Professional Surveyor #7356



10/07/2007 10:23 AM

WARD & EMLER SURVEYING, INC.

Professional Land Surveyors
113 Third Street SE
New Philadelphia OH 44663-2512
(330) 364-5866 (voice)
(330) 364-1107 (fax)
E-mail: ward@wardemler.com

Robert L. Roark, III

November 15, 2007

PARCEL 3
Description of a 8.501 Acre Tract
For
Gerald F. Vible

Situated in the Township of Bucks, the County of Tuscarawas, the State of Ohio.

Being located in the Northeast Quarter and in the Southeast Quarter of Section 12 in Township 7, Range 4 of the Union Grant Military Lands and consisting of part of the residue of a 67.210 acre tract (AP# 03-00113.002) heretofore conveyed to Gerald F. and Jane R. Vible in Deed Volume 690, Page 466 of the Tuscarawas County Deed and Official Records with the tract heretofore conveyed being more fully described as follows:

Commencing at a 5/8" iron pin capped "Ward 7356" (found) at the southwest corner of the Northeast Quarter of Section 12; hence to the **TRIE PLACE OF BEGINNING** of the tract herein described;

thence with the west line of said quarter section North 1 deg. 57 min. 44 sec. East, 307.25 feet to an iron pin (set);

thence through the bounds of the aforesaid parent tract the following five (5) courses;

- (1) thence South 86 deg. 21 min. 25 sec. East, 72.86 feet to an iron pin (set);
- (2) thence South 37 deg. 36 min. 19 sec. East, 359.79 feet to an iron pin (set);
- (3) thence South 63 deg. 21 min. 17 sec. East, 291.58 feet to an iron pin (set);
- (4) thence South 58 deg. 24 min. 50 sec. East, 264.71 feet to an iron pin (set);
- (5) thence North 59 deg. 13 min. 54 sec. East, 81.55 feet to an iron pin (set) on a bound of a 25.336 acre tract heretofore conveyed to Henry R. and Mary N. Miller (O.R. 1239, Pg. 2542);

thence with line south 1 deg. 35 min. 08 sec. East, 272.13 feet to a point in the center of a Dedicated Private Drive (P.D. Book 31, Page 42) and passing on line a 5/8" iron pin capped "Ward 7356" (found) at 257.12 feet;

thence with the corner of said Dedicated Private Drive the following six (6) courses;

- (1) thence North 83 deg. 00 min. 06 sec. West, 153.56 feet to a point;
- (2) thence North 84 deg. 09 min. 31 sec. West, 321.05 feet to a point;
- (3) thence North 63 deg. 04 min. 21 sec. West, 91.46 feet to a point;
- (4) thence North 84 deg. 53 min. 55 sec. West, 72.71 feet to a point;
- (5) thence South 77 deg. 42 min. 07 sec. West, 147.07 feet to a point;
- (6) thence South 59 deg. 55 min. 06 sec. West, 84.10 feet to a point;

thence through the bounds of the aforesaid parent tract South 59 deg. 55 min. 04 sec. West, 63.52 feet to a 5/8" iron pin capped "Ward 7356" (found) on the west line of the Southeast Quarter of Section 12.

thence with and line North 1 deg. 57 min. 44 sec. East, 484.76 feet to the **TRIE PLACE OF BEGINNING**, containing 8.501 acres more or less but subject to all legal highways, rights-of-way, easements, leases and restrictions of record or otherwise legally established.

2.485 acres of the above described tract is within a Dedicated Private Drive as set forth in Plat Book 35, Page 42 and this tract is subject to all covenants and maintenance agreements as set forth by said Dedicated Private Drive.

Boundaries herein are oriented to north as determined by GPS observation. All iron pins set are 5/8"x30" re-bar with black enamel caps stamped "WARD 7356".

Drawn and described by Samuel C. Ward, Professional Surveyor #7356, in November, 2007.



Samuel C. Ward
Samuel C. Ward
Professional Surveyor #7356

Samuel C. Ward, P.S.
Randall A. Ender, P.S.

WARD & EMLER SURVEYING, INC.

Professional Land Surveyors
113 Third Street SE
New Philadelphia OH 44663-2512
(330) 364-5866 (voice)
(330) 364-1107 (fax)
E-mail: ward@wardemler.com

Ward & Emler, Inc.

April 25, 2006

**Tract #3
Description of a 7.748 Acre Tract
For
Gerald Vitale**

Situated in the Township of Bucks, the County of Tuscarawas, the State of Ohio.

Being located in the Southeast Quarter and in the Southwest Quarter of Section 12 in Township 7, Range 4 of the United States Military Lands and consisting of all of a 1.693 acre tract heretofore conveyed to Gerald F. and Jane R. Vitale in Deed Volume 591, Page 804, part of the residue of a 67.210 acre tract heretofore conveyed to Gerald F. and Jane R. Vitale in Deed Volume 690, Page 466 and all of a 0.249 acre tract heretofore conveyed to Gerald F. and Jane R. Vitale in Deed Volume 704, Page 340 of the Tuscarawas County Deed Records with the tract to be conveyed being more fully described as follows:

Commencing at a stone monument (found) on the west side of Evans Creek Road - CR 45 at the southeast corner of the Northeast Quarter of the Southwest Quarter of Section 12;

Thence with the east line of the Southwest Quarter of Section 12 North 1 deg. 57 min. 44 sec. East, 25.20 feet to a point in Evans Creek Road - CR 45 at a corner of a 1.356 acre tract heretofore conveyed to Phillip and Kachel Troyer (O.R. 1175, Pg. 2362) being also the **TRUE PLACE OF BEGINNING** of the tract herein described;

Thence continuing with said line North 1 deg. 57 min. 44 sec. East, 28.82 feet to a point in Evans Creek Road - CR 45 at the southmost corner of the aforesaid 0.249 acre parent tract;

Thence with said road and with a bound of said tract North 21 deg. 54 min. 59 sec. West, 233.59 feet to a point at the westmost corner of said tract;

Thence with the north line of said tract North 81 deg. 16 min. 13 sec. East, 96.25 feet to a point on the west line of the Southeast Quarter of Section 12 and passing on line 5/8" iron pins with caps stamped "PYLE SURVEY 6533" (found) at 42.95 feet and at 95.56 feet;

Thence with said line North 1 deg. 57 min. 44 sec. East, 555.59 feet to an iron pin (set);

Thence through the bounds of the aforesaid 67.210 acre residue parent tract North 59 deg. 55 min. 04 sec. East, 63.52 feet to a point in the center of a Dedicated Private Drive (Plat Book 32, Page 42);

Thence with the center of said Dedicated Private Drive the following five (5) courses;

- (1) thence North 59 deg. 55 min. 04 sec. East, 84.10 feet to a point;
- (2) thence North 77 deg. 42 min. 07 sec. East, 147.07 feet to a point;
- (3) thence South 84 deg. 33 min. 53 sec. East, 72.71 feet to a point;
- (4) thence South 65 deg. 44 min. 21 sec. East, 91.46 feet to a point;
- (5) thence South 84 deg. 49 min. 31 sec. East, 68.77 feet to a point;

Thence through the bounds of the aforesaid 67.210 acre residue parent tract South 11 deg. 48 min. 41 sec. West, 742.56 feet to a 5/8" iron pin with a cap stamped "PYLE SURVEY 6533" (found) at the northeast corner of the aforesaid Troyer tract and passing on line an iron pin (set) at 15.10 feet;

Thence with the bounds of said tract the following three (3) courses;

- (1) thence North 87 deg. 04 min. 20 sec. West, 504.28 feet to a 5/8" iron pin with a cap stamped "PYLLE SURV 6533" (found);
- (2) thence South 3 deg. 52 min. 31 sec. West, 128.79 feet to a 5/8" iron pin with a cap stamped "PYLLE SURV 6533" (found);
- (3) thence South 62 deg. 53 min. 04 sec. West, 66.34 feet to the **TRUE PLACE OF BEGINNING**, containing 2.748 acres more or less but subject to all legal highways, rights-of-way, easements, leases and restrictions of record or otherwise legally established.

The above described tract consists of all of AP# 03-00057.003 found by survey to contain 0.251 acres, all of AP# 03-00114.001 found by survey to contain 1.693 acres and 5.804 acres out of AP# 03-00113.002.

Bearings herein are oriented to north as determined by GPS observation. All iron pins set are 5/8" x 30" pins with yellow plastic caps stamped "WARD 7356".

Survey and description by Samuel C. Ward, Professional Surveyor #7356 in April 2006.

Samuel C. Ward
 Samuel C. Ward
 Professional Surveyor #7356



SHARED WATER SYSTEM AGREEMENT

This Agreement is made effective this _____ day of _____, 2007, by and among GERALD F. VITALE AND JANE R. VITALE (hereinafter collectively "Vitale"), husband and wife, of 5221 Evanscreek Road, Sugarcreek, Ohio 44681, and -

----- (hereinafter collectively -----)
of

respectively, (hereinafter collectively the "Parties").

W I T N E S S E T H

A. GERALD F. VITALE and JANE R. VITALE are the owners of certain property by virtue of an Instrument recorded in Deed Volume 690, Page 446, of the Tuscarawas County, Ohio Deed Records. Said property being situated in the Township of Bucks, County of Tuscarawas and State of Ohio, excepting those tracts previously conveyed (hereinafter the "Vitale Tract").

B. ----- are the owners of certain property (having acquired same from Vitale) consisting of a --- acre tract situated in the Township of Bucks, County of Tuscarawas and State of Ohio as more particularly described on Exhibit "A" attached hereto (hereinafter "----- Tract").

C. There is located on the Vitale Tract a certain developed water system consisting of springs and cisterns (hereinafter the "Water System") which services the Vitale Tract.

D. The Parties hereto desire to establish a permanent easement for access to, the maintenance of, together with the use and improvement of the Water System.

NOW THEREFORE, the Parties hereto agree as follows:

1) EASEMENT GRANT. Vitale grants to ----- and ----- a perpetual, non-exclusive easement for the purpose of ingress and egress on or over the Vitale Tract at a location determined solely by Vitale in order to access, maintain and/or improve the Water System and ancillary equipment. Said easement shall insure access upon written consent of Vitale, which consent may be granted or withheld in Vitale's unfettered discretion, for the purpose of accessing, maintaining, replacing, improving, inspecting and/or testing the Water System operations and equipment.

2) WATER SAMPLING. Any of the Parties may cause water from the Water System to be sampled and tested by a responsible local authority. Copies of the test results shall be distributed to each of the Parties. Should the test results indicate a significant water quality deficiency, upon the consent of Vitale, corrective measures shall be

implemented, the cost of which shall be allocated as provided in paragraph 6 below.

3) DOMESTIC USE. The use of the Water System and the water derived therefrom shall be limited to domestic use in the structures located upon the --- -- and ----- Tract. No connections can be made to any structures without (a) the written consent of Vitale or their successors in interest and (b) the agreement by the owner of the structure to be bound by the terms and provisions of this Agreement.

4) SEPTIC/SEWAGE SYSTEMS. No party shall locate or relocate any element of any individual sewage disposal system within one hundred (100) feet of the Water System.

5) CONSTRUCTION OF IMPROVEMENTS. The Parties shall not construct any landscaping or improvements upon either the Vitale Tract or the ----- and ----- Tract which would impair the use of the easements specified herein or the use by any of the Parties of the shared Water System.

6) EXPENSE ALLOCATION. All costs and/or expenses for the replacement of any pre-existing site improvements necessary for the system operation, the maintenance, replacement, improvement, inspection or testing related to the Water System will be shared equally between or among the Parties hereto. The expenses to be shared between the

Parties hereto shall include, but are not limited

to:

- a) The energy supply for the Water System's pump;
- b) System maintenance including repairs, testing, inspection and disinfection;
- c) System component replacement due to wear, obsolescence, incrustation or corrosion;
- d) System improvement to increase the service life of material or component, to restore Water System yield or to provide necessary system protection; and
- e) Any repair costs for system damage caused by persons other than a resident or a guest at a property sharing the Water System.

Notwithstanding the foregoing, this Agreement may be amended to assure equitable readjustment of the shared costs when there are significant changes in Water System pump energy rates or the occupancy or use of either the Vitale Tract or the ----- and ----- Tract.

Further, only the party who unilaterally incurs debts in connection with the Water System shall be responsible for said debts except in an emergency situation in which instance those repairs necessary to correct an emergency situation shall be equally shared. An emergency situation shall be defined as failure of any shared portion of the system to deliver water upon demand.

Either party hereto may correct an emergency situation with or without the consent of any other party in the event the other party is not present when the emergency repairs are necessary.

7. **ABANDONMENT.** The Parties hereto shall share equally the costs of abandoning any part of the shared system in order that contamination of ground water or other hazards can be avoided.

8. **NON SHARED EXPENSE.** Each party to this Agreement shall:

- a) Promptly repair at his or her sole cost any detected leak in his/her water service line or plumbing system which is not a shared system;
- b) Bear the total repair costs to correct system damage by a resident or a guest of his property; and

c) Implement necessary repair or replacement of the service line connecting his/her dwelling to the shared portion of the system.

9. **BINDING EFFECT.** This Agreement shall run with the land and be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement effective the day and year first above written.

GERALD F. VITALE

JANE R. VITALE

STATE OF OHIO)
) ss:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared **GERALD F. VITALE** and **JANE R. VITALE**, husband and wife, who acknowledge that they did sign the foregoing instrument and that the same is their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal at _____, Ohio this _____ day of _____, 2007.

NOTARY PUBLIC

STATE OF OHIO)
) ss:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared ----- who acknowledge that they did sign the foregoing instrument and that the same is their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal at _____, Ohio this _____ day of _____, 2007.

NOTARY PUBLIC

This Instrument Prepared By:

JOSEPH M. ZEGLEN
Attorney at Law
P.O. Box 104
Baltic, Ohio 43804
(330) 897-4100

JME\vitale raber sharadwillagr.dkv



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: VACANT LAND EVANS CREEK ROAD SW SUGARCREEK, OHIO

Buyer(s): _____

Seller(s): GENARO & JANE VITALE

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

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

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) DEAN R. WALLICK AUCTIONS and real estate brokerage ASSOCRA - MATTHEW 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 _____

BUYER/TENANT _____ DATE _____

Genaro Vitale 9/24/08
SELLER/LANDLORD DATE

Jane Vitale 9/24/08
SELLER/LANDLORD DATE

Auction Conducted By:
Don R. Wallick Auctions, Inc.
Auctioneers: Don R. Wallick
Brennan R. Wallick
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