

Don R. Wallick Auctions, Inc.

965 N. Wooster Avenue - Strasburg, Ohio 44680 - www.WallickAuctions.com
Toll Free: 1-866-348-9446 - Tel: 330-878-0075 - Fax: 330-878-7318



Tuscarawas County, Ohio

Parcel: 19-01376-000

SUMMARY

Owner	TUERLER LOTTI G 4712 YACKEY DR NW STRASBURG OH 44680 USA	Taxpayer	TUERLER LOTTI G 4712 YACKEY DR NW STRASBURG OH 44680 USA
Tax District	19-FRANKLIN TWP-STRASBURG-FRANKLIN SD	Class	111-CASH-GRAIN OR GEN.CAUV
School District	STRASBURG-FRANK SD	Subdivision	
Location	4712 NW YACKEY DR	Legal	3 9 2 PR NW 64.148A
CD Year		Map # / Routing #	2 / 38000
Ag Year		Ag District	
Sales Amount		Volume	
		Acres	64.148
		Sold	05/23/1994
		Page	

CHARGE

	Prior	1st Half	2nd Half	Total
Tax	0.00	659.51	659.51	1,319.02
Special	0.00	3.00	3.00	6.00
Total	0.00	659.51	659.51	1,319.02
Paid	0.00	659.51	659.51	1,319.02
Due	0.00	0.00	0.00	0.00
Escrow				0.00

VALUE

	Appraised	Assessed
Land	125,700	44,020
Improvement	58,770	19,870
Total	182,530	63,890
CAUV	58,340	20,420
Homestead	Y	
OCC	Y	69,960
		24,430

TRANSFER HISTORY

Date	Buyer	Conveyance	Deed Type	Land Only	Sales Amount	Valid
05/23/1994	TUERLER LOTTI G	1503	JOINT SURVIVORSHIP	N	\$0	N
04/02/1993	TUERLER LOTTI G	621	JOINT SURVIVORSHIP	N	\$0	N

LAND

Type	Dimensions	Description	Value
HS-HOMESITE	1.000	Acres	18,440
T-TILLABLE	27.170	Acres	47,540
P-PASTURE	33.580	Acres	58,720
W-WASTE	0.630	Acres	00
RW-RIGHT OF WAY	1.790	Acres	0

DWELLING

Card 1	Style	Stories	Rac Room Area	Finished Basement	Rooms	Bed Rooms	Other Features	Value
01-SINGLE FAMILY	Family Rooms	1.50	0	0	7	4		
	Dining Rooms		0	0	Full Baths	Half Baths		
	Year Built		1907	1905	Fireplace Openings	Fireplace Sheds		
	Grade			0	Living Area	Appraised Value		50,560
	Heating		0	0				
	Cooling		0	0				
	Year Built		1907	1905				
	Grade			0				
	Fireplace Openings		1905	0				
	Fireplace Sheds		0	0				
	Living Area		0	0				1,491
	Appraised Value		0	0				50,560

OTHER IMPROVEMENT

Card	Description	Yr Bt	Yr Rem	Size	Condition	Value
1	BANK BARN BANK BARN	1900		1,200	FAIR	6,220
1	SHED SHED	1900		200	AVERAGE	0

UTILITIES

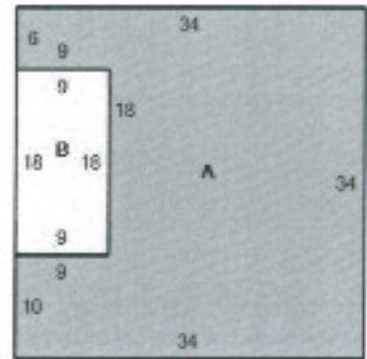
Water	N	Sewer	N	Electric	N	Gas	N	Well	N	Septic	N
-------	---	-------	---	----------	---	-----	---	------	---	--------	---

SKETCH

Card 1

Name	Description	Size	
1	BANK BARN-BANK BARN	1,200	
2	SHED-SHED	288	[2]
A	1.5SFR/.5B	994	
B	EFP	162	

[1]



Tuscarawas County, Ohio
 Parcel: 19-01377-000

SUMMARY

Owner	TUERLER LOTTI G 4712 YACKEY DR NW STRASBURG OH 44880 USA	Taxpayer	TUERLER LOTTI G 4712 YACKEY DR NW STRASBURG OH 44880 USA
Tax District	19-FRANKLIN TWP-STRASBURG-FRANKLIN SD	Class	110-AGRICULTURAL VACANT LAND CALV
School District	STRASBURG-FRANK SD	Subdivision	
Location	YACKEY DR	Legal	3 9 2 PR NW 4.00A
CD Year		2 / 35000	Acres 4.000
Ag Year			Sold 06/08/2010
Sales Amount		1332	Page 1155

CHARGE

	Prior	1st Half	2nd Half	Total
Tax	0.00	32.82	32.82	65.64
Special	0.00	0.00	0.00	0.00
Total	0.00	32.82	32.82	65.64
Paid	0.00	32.82	32.82	65.64
Due	0.00	0.00	0.00	0.00
Escrow				0.00

VALUE

	Appraised	Assessed
Land	4,320	1,510
Improvement	0	0
Total	4,320	1,510
CALV	0	0
Homestead	N	
OOC	N	0

TRANSFER HISTORY

Date	Buyer	Conveyance	Deed Type	Land Only	Sales Amount	Valid
08/09/2010	LOTTI G TUERLER	90627	WARRANTY DEED	N	\$0	N

LAND

Type	Dimensions	Description	Value
RS-RESIDUAL	4.000	Acres	4,320

UTILITIES

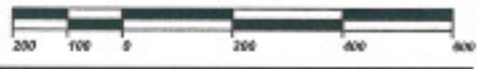
Water	N	Sewer	N	Electric	N	Gas	N	Well	N	Septic	N
-------	---	-------	---	----------	---	-----	---	------	---	--------	---

THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY



ALL NEW DRIVEWAYS MUST BE APPROVED BY THE TUSCARAWAS COUNTY ENGINEER PRIOR TO CONSTRUCTION

*All acreages, frontages and lines are approximate and subject to a full boundary survey



Map for "TUSLER PROPERTY"	
Wallick Auctions	
Location: Franklin Township, Tuscarawas County, Ohio	
Scale: 1" = 200'	Prepared By WARD & ENLER SURVEYING, INC. 83 Third Street S.E. New Philadelphia, Ohio 44663 Phone (330) 343-8888 Fax (330) 343-1107 E-mail: wward@wardenler.com
Date Mapped: July, 2010	
File 113 WwardenlerMap.pdf	

and for gas storage purposes on other lands, all that certain tract of land situated in Franklin Township
to) 222 in Tuscarawas County, Ohio, bounded substantially as follows:
lands of Pitman - Twp Rd 433
ends of J. W. WALTZ - Village of Steinsburg - Lohmeier - C. S. G. Squire - D.
lands of Village of Steinsburg - W. Myers - R. Garber - D. Garber
ends of RAY & DON GARBER - Welch - Pitman

the property owned by Lessor in Section 222 of Franklin Township, containing 80 acres, more or less
oil shall be drilled within 100 feet of the present buildings unless both parties consent thereto.

lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of 80 years and so much long
either (1) as oil or gas or their constituents shall be found on the premises in paying quantities in the judgment of the Lessee; or as it
shall be operated by the Lessee in the search for oil or gas, or (2) as gas shall be injected, stored or held in storage, or removed into its
reservoir, strata or formations underlying the premises.

lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within 180 days
from the date hereof, a well shall be commenced on the premises or use of the same for gas storage purposes shall be commenced as hereinafter provided.

or unless the Lessee shall thereafter pay a delay rental of Eighty Dollars
payments to be made quarterly until the commencement of a well or the use of the premises for gas storage purposes. A well shall
be commenced when preparations for drilling have been commenced.

operation of the premises the Lessee covenants and agrees: (A) To deliver to the credit of the Lessor in tanks or pipe lines, as royalty
at the equal one-eighth (1/8) part of all oil produced and saved from the premises, or at Lessor's option to pay Lessor the market or
one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is run in tanks or pipe
either case the Lessee to pay his royalty share of any expense, if any, for testing the oil from any well in making it marketable as a
oil to the Lessor, or royalty for the gas produced and used off the premises and produced from such well drilled thereon which is a
gas storage purposes the sum of one-eighth (1/8) of field market price paid to Lessee per thousand cubic feet of such gas so market
measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 strokes above 14.7 psia
pressure, at a standard base temperature of 60° Fahrenheit and stipulated flowing temperature of 60° Fahrenheit, without allowing
nature and barometric variations; payments or royalty for gas marketed during any calendar month to be on or about the 15th of
following month; (C) To pay to the Lessor the land rental or well rental each year hereinafter provided for the use of the premises for
purpose while the same are being so used; (D) Lessee to deduct from payments in (A) and (B) above Lessee's pro rata share of the C
(excise) tax.

Lessee at any time may notify the Lessor in writing at Lessor's last known address, by registered mail, of the Lessee's intention to use a
well on the leased premises and the leased premises for any and all of the purposes hereinbefore provided of injecting, storing or holding
and removing gas into, in and from any sands, strata or formations underlying the premises, and upon the giving of such notice the Lessee
any such well and the leased premises for any and all of said purposes. The Lessee shall pay to the Lessor a rental of \$100.00 each year
such well while so used; provided, that the rental for the first year for a well so used shall be equivalent to the one-eighth royalty of
the Lessee, if more than \$100.00, for gas produced and marketed from such well during the consecutive periods of four consecutive
preceding the giving of such notice, and for each year thereafter a rental for such well so used equivalent to said five year's
\$100.00, reduced each year by the amount of \$25.00 until reduced to \$25.00, and for each year thereafter a rental of \$100.00 per
and if there shall be no well used for gas storage purposes on the leased premises, but if a well used by the Lessee for any of the
purpose, hereinafter specified shall be located on other lands and such well shall be located within one mile of any line of the lessee
the Lessee may give the written notice to the Lessor of its intention to use the leased premises for any or all of said gas storage p
d thereupon may use the leased premises for said purposes and shall be the sole judge as to whether gas is being stored or held in it
in the leased premises. The rental each year for such use shall be the same amount as, but in lieu of, the delay rental hereinbefore provi
d to continue this lease in effect until the commencement of a well or of the use of the premises for any of the gas storage purposes, a
the same effect of continuing this lease in force as though a producing well or a well used for gas storage purposes were drilled
d premises; provided, that if a well is thereafter drilled and used for any of the gas storage purposes on the leased premises the rental
of the leased premises, in lieu of the foregoing rental, shall be \$25.00 each year for such well and the same amount each year for each o
as drilled and used. If the Lessee ceases to use a well for gas storage purposes but continues to use the premises for such purposes a
it be no other well located thereon, the rental for such use shall be the land rental hereinbefore provided. All land rentals and well ren
paid by the Lessee in quarter-year installments.

money due under this lease shall be paid or tendered to the Lessor by check made payable in the order of and mailed to James E.
1721 G. T. Tuerker at R D 1
Steinsburg, Ohio

and the said named person shall continue as Lessee's agent to receive any and all sums payable under
indefinite changes in ownership in the premises, or in the oil or gas or their constituents, or in the rentals or royalties accruing hereon
in accordance with the Lessee's notice of change of ownership to hereinafter provided.

Lessee may lay a pipe line to any one gas well on the premises, whether a producing well or a well used for gas storage purposes, and a
well used for domestic use in one dwelling house on the leased premises, at Lessor's own risk, subject to the use and the ri
current of the well by the Lessee. The first two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in ex
ceeding thousand cubic feet of gas taken in each year shall be paid for at the last published rates of the gas utility in the town or a
of the leased premises. Lessor to lay and maintain the pipe line and furnish regulators and other necessary equipment at Lessor's expen
diature in upon the condition precedent that the Lessee shall subscribe to and be bound by the reasonable rules and regulations of
relating to the use of free gas, and shall maintain the said pipe line, regulators and equipment in good repair and free of all gas leaks.
his cause so as not to cause waste or unnecessary losses of gas. If the Lessee shall take excess gas as aforesaid in any year and fail
to return the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder.

in event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights
hereunder shall cease and terminate unless within twelve (12) months from the date of the completion of the plugging of such well
shall commence another well or unless the Lessor requests the payment of delay rental as hereinbefore provided.

in event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should produce
not producing, or if drilled on the premises, the Lessee shall, in any event, commence operations on the date set forth herein, in the event
producing well or the cessation of production, a well drilled in lieu of royalty and delay rental in the ground and under the terms hereof
for delay rental until production is marketed and sold off the premises or such well is plugged and abandoned according to law.

consideration, land rentals, well rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor
and full consideration for all the rights herein granted to the Lessee and the further right of drilling or not drilling on the leased premi
to offset producing wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

Lessee hereby grants to the Lessee the right to consolidate the leased premises or any part thereof with other lands to form an oil and
and unit of not more than one hundred sixty (160) acres, or the amount of acreage contained in a lot or quarter section of land in the town
the leased premises are located, whichever is greater, for the purpose of drilling a well thereon, but the Lessee shall in no event be requ
more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall hereinafter
ed to be located upon the leased premises within the meaning and for the purposes of all the provisions and covenants of this lease to the e
if all the lands comprising said unit were described in and subject to this lease, provided, however, that only the owner of the lands on w
if located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and proof
that the Lessee agrees to accept, in lieu of the one-eighth (1/8) oil and gas royalty hereinbefore provided, that proportion of such unwe
ality which the acreage consolidated bears to the total number of acres comprising said development unit. The Lessee shall effect such a
by executing a declaration of consolidation with the same form as is used in the recorder's office at the courthouse in the county in which the leased prem
and, the royalty distribution and recording the same in the recorder's office at the courthouse in the county in which the leased prem
and by mailing a copy thereof to the Lessor at the address hereinbefore set forth unless the Lessee is furnished with another add
development unit shall hereafter be used for gas storage purposes, the well rental or land rental hereinbefore provided for such use shall
to the owners of the parcels of land comprising said unit in the proportion that the acreage of each parcel bears to the entire acre
and.

and the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein than the royalties
therein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee simple
ship in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessee of the
of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of such original instrum
by certified copy thereof to the Lessee.

all land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or op
law, said land, nevertheless may be held, developed and operated as an entirety, and the rentals and royalties shall be divided ap
to such several owners, in the proportion that the acreage owned by each such owner bears to the entire leased acreage.

WITNESSED AND SIGNED in the presence of:
M. J. Leman

TS OF OHIO }
 CITY OF } SS. Individual
 Before me, a Notary Public in and for said county and state, personally appeared the above named

acknowledged to me that _____ did execute the foregoing instrument and that the same is
 act and deed for the uses and purposes therein set forth.
 In Testimony Whereof, I have hereunto set my hand and affixed my official seal at
 _____ day of _____, 19____
 Commission Expires:

TS OF OHIO }
 CITY OF } SS. Notary Public
 Individual
 Before me, a Notary Public in and for said county and state, personally appeared the above named

acknowledged to me that _____ did execute the foregoing instrument and that the same is
 act and deed for the uses and purposes therein set forth.
 In Testimony Whereof, I have hereunto set my hand and affixed my official seal at
 _____ day of _____, 19____
 Commission Expires:

TS OF OHIO }
 CITY OF } SS. Notary Public
 Corporation
 Before me, a Notary Public in and for said county and state, personally appeared _____
 and _____

President and _____ Secretary, respectively, of _____
 above named corporation, who acknowledged to me that they did execute the foregoing instrument for and on behalf of said corporation
 in authority so to do duly conferred on them by the Board of Directors of said corporation, and that the same is the free act and deed
 of them and of themselves as such officers, for the uses and purposes therein set forth.
 In Testimony Whereof, I have hereunto set my hand and affixed my official seal at
 _____ day of _____, 19____
 Commission Expires:

The location of any well shall be mutually agreeable to the lessor & lessee.

Instrument was prepared by MB Oil & Gas, 203 Central Plaza South, Canton, Ohio.

No. _____

Address _____

OIL, GAS, AND STORAGE LEASE

From _____

To _____

MB OIL & GAS
203 CENTRAL PLAZA SOUTH
CANTON, OHIO

LOCATED _____

Years _____

Sec'd for Record _____

Recorded _____

Page _____

County Recorder _____



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: 4712 YACKEY DR NW

Buyer(s): _____

Seller(s): Tuerler 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 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) WALKER AUCTIONS and real estate brokerage MCINTURE 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.

AGENT/AGENT DATE

Romanie Fox 8-8-15
SELLER/LANDLORD DATE

BUYER/tenant DATE

SELLER/LANDLORD DATE

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

Lead Warning Statement

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

Seller's Disclosure

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

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

(ii) 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) 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>X</u> <u>Tomajic / Fox</u>	<u>8-8-15</u>	_____	_____
Seller	Date	Seller	Date
<u>Mark W. Waller</u>	<u>8/8/15</u>	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

TUSCARAWAS COUNTY GENERAL HEALTH DISTRICT

Wastewater Disposal and Water Supply Evaluation

Address: 4712 NW Yackey Dr

Name: Loti Tuerler

Mailing Address:

Wastewater Disposal Evaluation

Primary Treatment- Tank Size and Type

Septic Tank Absorption Pit Unknown None
 Gullon Jet Vaulted

Secondary Treatment

Leach Lines ETA Mound Filtr./Discharge Leach Well
 Infiltration Length-1 Discharge Unknown

Type of Effluent from Discharge Pipe (if applicable)

Clear Cloudy Sludgy Downy Black
 None Undetermined Sewer dye needed? Yes No Unknown

Are all plumbing fixtures currently tied into wastewater system? Yes No Unknown

System Age: unknown

Sewer Records found for system: Yes No

Comments: unable to locate primary or secondary system, no records found

From health department records and observations, it is the department's opinion that the system is:
 Not creating a nuisance no nuisance observed, but see comments above
 creating a nuisance and requires repairs approved by this office

Water Supply Evaluation

Type of System

Public (No Sample Needed)

Private Well Cistern Dig Iron Picket Above Ground Casing
 Drilled Pond Other PVC Pit Filter, Adapter and Cap
 Driven Spring Tile Sanitary Well Seal


Type of Casing and Development of Well

Bacteriological Test Results

Date: 9/22/15 Acceptable: _____ Unacceptable: _____
 Date: _____ Acceptable: _____ Unacceptable: _____

Comments: Spring must be continuously disinfected under ORC 3701-28-18 and 3701-29-15

From Health Department records and observations, it is the opinion of this department that this private water system is: Satisfactory at time of inspection Unsatisfactory at time of inspection


 Sanjay K. Prasad

9/22/2015

Date

This inspection report was compiled from observation of the visible components of the water supply and sewage disposal system and if applicable, information from the owner/realtor and Health department records. This opinion may be rendered without some knowledge of some individual components of the water supply or sewage disposal system and applies to only the date and time of inspection. Because of these factors this opinion does not guarantee the future performance of either system.



Public Health
 Protect People. Prevent.

897 East Iron Avenue
 Dover, Ohio 44622

PHONE: (330) 343-3525
 FAX: (330) 343-1601
 EMAIL: tuscarahd@dh.ohio.gov
 WEBSITE: www.tchdnow.org



Division of Drinking and Ground Waters



MICROBIOLOGICAL SAMPLE SUBMISSION REPORT (SSR)

7474

w/y

Central District Office
30 W Town St
Columbus Ohio 43215
(614) 728-3778 FAX (614) 728-0160

Northwest District Office
307 North Dunbridge Road
Bowlus Green, Ohio 43402
(419) 352-8451 FAX (419) 352-8468

Southwest District Office
401 East Fifth Street
Dayton, Ohio 45402-2911
(937) 283-6357 FAX (937) 285-6249

Northwest District Office
2110 East Aurora Road
Twinburg, Ohio 44683
(330) 963-1200 FAX (330) 962-4762

Southwest District Office
2195 Front Street
Lugar, Ohio 43138
(740) 383-8501 FAX (740) 383-9490

PUBLIC WATER SYSTEM INFORMATION:

PWS ID: OH
PWS Name: Tuscarawas County Health Dept.
Address: 897 E Iron Ave
City, State, Zip: Doyar, OH 44622
County: Tuscarawas
Phone: (330)343-5550

SAMPLE INFORMATION:

Sample Type:
[] -- Routine (compliance)
[] -- Repeat (confirm positive sample compliance)
Original Routine Positive Sample #
[] -- Special (not for compliance)
Sample Collection Date: 9-17-15

Sample Collection Time: 1:50 PM
Sample Collector Name: Zach Phillips

Sample Collector Phone: (330)343-5550 ext 142
Street Address and Tap Location: K-3 on R
4212 Yackey Dr SW Strasburg
Loyal G. Tucker Bldg

Free Chlorine Residual:
Total Chlorine Residual:

LABORATORY INFORMATION:

Reporting Lab Name: Ream & Hanger Laboratory
Reporting Lab Certification No.: 893
Lab Sample Number: 15292357

Comments:

Fax (330)365-3764
pH
Nitrate < 1.0 ppm
Nitrite < 0.15 ppm
Place Cash
UNSAFE
9-21-15

Spring POS

Sample Results:

Table with columns: Analyte, Absent/Negative, Present/Positive, Analysis start date/time, Analysis end date/time, Analytical Lab ID#, Analyst, Method Used. Rows include Total Coliform (3100), E. Coli (2014), and Fecal Coliform (3013).

Data Quality Results:

- Instrument Failure
--Lab not certified
--Requester cancelled
--Other (Comments)
--Water System requested
--Lab Error

ecoli
coliform > 201

Construction and surface design of springs.

- (A) Water obtained from a spring construction shall be continuously disinfected and filtered as prescribed in rule 3701-28-15 of the Administrative Code.
- (B) The location of the spring shall be at a point free from flooding and, in addition to the requirements of rule 3701-28-07 of the Administrative Code, shall comply with the following:
 - (1) The area surrounding the spring to a distance of fifty feet downslope and two hundred feet upslope or to the crest of the slope shall be under the control of the private water system owner through ownership of the land or an easement and shall not be used for any activity that may contaminate the spring.
 - (2) The spring outlet shall not be located in a one-hundred year flood plain.
- (C) A diversion ditch shall be located on the uphill side of the spring to divert surface water away from the spring construction. The discharge from the diversion ditch shall be a minimum of twenty-five feet and downslope from the spring.
- (D) The spring box shall be built with substantial and watertight walls of concrete or other suitable material as approved by the department. All concrete tanks shall be made of materials and constructed in accordance with ASTM specifications C 913 or approved by the department. All plastic or fiberglass tank materials shall meet NSF standard 61 or approved by the department. All joints, connections, and other seams between component parts shall be sealed with nontoxic waterproof material that meets NSF standard 61 or approved by the department.
- (E) The spring box shall be provided with a watertight, secured cover. Manholes, if provided, shall be a minimum of twenty-four inches in diameter and shall have a watertight curb with edges projecting a minimum of eight inches above the level of the surrounding surface. The edges of the manhole cover shall overlap the curb and extend downward a minimum of two inches. The spring box cover or manhole cover shall be provided with locks, bolts, or equivalent means to minimize the danger of contamination, accidents, and unwarranted entry.
- (F) A gravity drain or powered sump system shall be provided for the purpose of cleaning the spring box. The drain system shall be protected from freezing and be screened to prevent the entrance of insects, rodents and aquatic life.
- (G) The spring box shall be provided with a screened overflow pipe located slightly below the maximum water level elevation. The overflow pipe and any other openings shall be constructed and protected with noncorroding fly screen or guards with a maximum opening of one quarter of an inch, so as to prevent the entrance of animals, insects, or other contaminating material.
- (H) The inlet pipe to the spring box shall be located higher than the drain outlet and shall be screened.

- (I) Pipe used to intercept spring discharges and shallow ground water of ten feet or less below the ground surface shall be made of material suitable for potable water that meets ANSI/NSF standard 61 or materials approved by the department for potable water.
- (J) All joints, connections, and other seams between component parts of the spring construction shall be sealed with nontoxic waterproof material that meets ANSI/NSF standard 61 or materials approved by the department to prevent contamination or the entry of unwanted water.
- (K) The following start up disinfection procedures apply to spring boxes:
- (1) All loose debris, sediment, mineral encrustation and bacterial slime shall be removed from the spring box prior to disinfection.
 - (2) A solution of two hundred fifty milligrams per liter of chlorine shall be prepared in a storage container. The quantity of solution prepared shall be of sufficient volume to disinfect the entire spring box and all related storage or pressure tanks, existing plumbing and attached fixtures.
 - (3) This solution shall be used to thoroughly rinse all sides of the water storage tank and/or spring box. The solution shall then be circulated through the water supply system distribution lines.

Replaces: 3701-28-14

Effective: 04/01/2011

R.C. 119.032 review dates: 04/01/2016

CERTIFIED ELECTRONICALLY

01/20/2011
Date

Promulgated Under: 119.03
Statutory Authority: 3701.344
Rule Amplifies: 3701.344
Prior Effective Dates: 1/1/1981, 1/1/00

Continuous disinfection and cyst reduction filtration.

- (A) All private water systems using continuous disinfection shall conform to the requirements of this rule.
- (B) The following private water systems shall be provided with continuous disinfection, as provided in this rule:
 - (1) Ponds;
 - (2) Springs;
 - (3) Cisterns;
 - (4) Wells constructed with less than fifteen feet of casing constructed in compliance with this chapter;
 - (5) Drive point wells regardless of depth, unless the requirements of paragraph (C)(6)(c) of rule 3701-28-10 of the Administrative Code are met;
 - (6) Wells constructed with less than twenty-five feet but no less than fifteen feet of casing constructed in compliance with this chapter, unless the requirements of paragraph (C)(6)(c) of rule 3701-28-10 of the Administrative Code are met;
 - (7) Wells with fifteen or more feet of casing that have been determined to be contaminated with bacteria that exceed the maximum contaminant level in paragraph (J) of rule 3701-28-04 of the Administrative Code shall be required to be provided with continuous disinfection if the construction of the well is determined to be in satisfactory compliance with this chapter and the aquifer is known or suspected of being contaminated with bacteria that cause the well water to exceed the maximum contaminant level in paragraph (J) of rule 3701-28-04 of the Administrative Code.
- (C) Except private water systems utilizing ultraviolet light for continuous disinfection and pond filtration systems, which shall comply with the continuous filtration requirements of paragraph (A) of rule 3701-28-14 of the Administrative Code, the following private water systems shall be provided with additional cyst reduction filtration that meets ANSI/NSF standard 53 or an equivalent standard as provided in this rule. For private water systems which utilize ultraviolet light for continuous disinfection an absolute five micron filter shall be provided for the following systems in accordance with paragraph (H) of this rule:
 - (1) Springs;
 - (2) Cisterns;
 - (3) Wells constructed with fifteen feet or less of casing in compliance with this chapter.
- (D) Private water systems utilizing cyst reduction filtration shall meet the following requirements in addition to the requirements in paragraph (C) of this rule:

- (1) The cyst reduction filters shall be installed to ensure a minimum flow rate of no less than ten gallons per minute. Multiple cyst reduction filters used in order to ensure the minimum or greater flow rate shall be installed in parallel;
 - (2) Each cyst reduction filter housing shall be clearly labeled with the size in absolute microns of the required cyst reduction replacement filter.
- (E) Where continuous disinfection is required pursuant to this chapter the means of disinfection shall be measurable and it shall conform to the following requirements:
- (1) All chemical disinfectants shall be readily available;
 - (2) The residual of the chemical disinfectant shall be measurable by the user;
 - (3) Ultraviolet light disinfection system dosage shall be measured as microwatts per second per centimeter squared or equivalent millijoule. One millijoule equals one thousand microwatt seconds per centimeter squared; and
 - (4) Disinfection and filter systems shall be designed to meet the peak water use demands of the users or meet the maximum flow capability of the pump used.
- (F) Disinfectants shall be applied prior to the water storage tank or retention tank to obtain the contact time required for the specific disinfectant used.
- (1) Disinfectant solution reservoir tanks that use chlorine or iodine shall have a label applied by the contractor installing the system that states in bold one half inch lettering the warning "failure to maintain the solution in the tank at concentrations sufficient to ensure continuous disinfection of the household water supply increases the possible health risk to the users".
 - (2) A disinfection system contact tank shall conform to the following:
 - (a) The contractor installing the system shall apply a label that identifies the component as the "retention tank for the disinfection system".
 - (b) For one, two, or three family dwellings the disinfection system contact tank shall be a minimum of one hundred and twenty gallons per household being served and be designed to reduce short-circuiting of the disinfection solution through the contact tank. A contact tank less than one hundred twenty gallons can be used if the tank design ensures adequate contact time and is approved by the department.
 - (c) In the case of buildings with private water systems serving up to twenty-four people or having more than three service connections, the system contact tank shall be of adequate size to ensure at least eight minutes of contact when used at peak demand and be designed to reduce short-circuiting of the disinfection solution through the contact tank.

- (d) A contact tank is not required to be installed when chlorination or iodination is being used to maintain a chemical residual in the distribution lines immediately following continuous disinfection by ultraviolet light or ozone that are installed in accordance with this rule.
- (G) If chlorination is the means of disinfection, it shall conform to the following requirements:
- (1) Sufficient chlorine shall be added to satisfy the demand;
 - (2) The Ct value (contact time multiplied by the free chlorine residual in milligrams per liter) for disinfection shall be four or greater; and
 - (3) The free chlorine residual in the water piping system shall be a minimum of four tenths milligrams per liter after eight minutes of contact.
- (H) If an ultraviolet light (UV) system is used as the primary means of disinfection it shall meet all of the requirements of ANSI/NSF standard 55 for class A ultraviolet light treatment systems and shall be installed in accordance with the manufacturer's requirements. Ultraviolet light systems that meet only ANSI/NSF standard 55 class B shall not be used for continuous disinfection of private water systems. An ultraviolet light system used as the primary means of disinfection shall also meet the following criteria:
- (1) It shall be installed with an automatic shut-off device or warning device for instances where the UV device is not functioning to insure proper disinfection of the household water supply;
 - (2) The influent water shall be pre-treated to meet all water quality parameters required by the manufacturer of the UV unit or as required under NSF standard 55 class A, including, but not limited to, hardness, iron, manganese, TDS, and turbidity in order to ensure optimal disinfection. The UV unit shall be installed after any equipment used to soften the water or to remove iron or manganese or to improve clarity;
 - (3) An absolute filter size of no larger than five microns shall be installed in accordance with NSF standard 55 class A prior to treatment of the water by the ultraviolet equipment;
 - (4) Where a private water system provides water to more than one dwelling or service connection, including all multi-family buildings, and ultraviolet is used as the primary means of disinfection then either:
 - (a) Continuous disinfection shall be installed to maintain a chlorine residual of at least two-tenths milligrams per liter in the water distribution lines or;
 - (b) A NSF standard 55 class A UV device shall be installed in each dwelling after each service connection.
- (I) If iodination is the means of disinfection, it shall conform to the following requirements:

- (1) Sufficient iodine shall be added to satisfy the demand;
 - (2) The Ct value (contact time multiplied by the free iodine residual) for disinfection shall be ten; and
 - (3) The free iodine residual in the water piping system shall be between five-tenths and one milligram per liter.
- (3) If ozonation is the means of disinfection it shall be generated on site by corona arc discharge and conform to the following requirements:
- (1) Sufficient ozone shall be added to satisfy the demand and the Ct value shall be no less than 0.6 at pH seven and five degrees Celsius (Ct equals residual ozone concentration multiplied by the contact time);
 - (2) The water contact shall be achieved by the means of a combination of a venturi nozzle and cyclonic bubble diffuser or by a means accepted by the department.
 - (3) Ozone must have a minimum detectable residual of 0.1 milligram per unit after six minutes of contact;
 - (4) Ozone generators shall have air drawn through the system under a vacuum in order to prevent ozone gas leakage into the house;
 - (5) Ozone generators shall have air flow meters installed before the ozone generation chamber to insure proper air flow and to help detect downstream injection tubing cracks or breaks;
 - (6) All ozone generation chambers shall be constructed of stainless steel or of a material of equivalent resistance to destruction from ozone;
 - (7) Ozone generators shall have corona arc indicating lights.

Replaces: 3701-28-09

Effective: 04/01/2011

R.C. 119.032 review dates: 04/01/2016

CERTIFIED ELECTRONICALLY

01/20/2011

Date

Promulgated Under: 119.03
 Statutory Authority: 3701.344
 Rule Amplifies: 3701.344

Prior Effective Dates: 1/1/1981, 1/1/00



TUSCARAWAS COUNTY GENERAL HEALTH DISTRICT

Public Health

Division of Public Health, 2014-001

Tuscarawas County Health Department

Hardship Waiver or Extension of Point of Sale Evaluation Requirements

Present Owner Name: _____ Phone: _____
 Property Address: _____
 Requestor Name: _____ Phone: _____
 Requestor Mailing Address: _____

Hardship Waiver

Reason for Waiver: _____

Extension

Reason for Extension: _____

Date of Evaluation: _____ / _____ / _____

Please state a date that the requestor will have the evaluation conducted by and no greater than 4 months (120 Days) after the sale date. Failure to complete evaluation before the above date will require The TCHD to proceed with orders of violation and possible prosecution. The undersigned agrees to these terms and conditions and accepts all liability for payment of any and all evaluation fees.

Signature: _____ Date: _____

Office Use Only below this line

Approved _____ Denied _____ Date: _____

Comments: _____

850 East Iron Avenue
Dover, Ohio 44522

PHONE (330) 343-5555
 FAX (330) 343-1601
 EMAIL tusgrhd@edh.ohio.gov
 WEB SITE www.tcdnow.org

Kate M. Sewald MPH, CHES, CHES Health Commissioner

David S. Bymer D.O. Medical Director

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

Don R. Wallick Auctions, Inc.
955 N. Wooster Avenue
Stressburg, Ohio 44880
info@WallickAuctions.com
http://www.WallickAuctions.com



Toll Free: 1-866-348-9445 - Tel: 330-676-0075 - Fax: 330-676-7218