

ORDINANCE NO. 2026-07
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY ORDINANCE
AUTHORIZING THE MAYOR AND PRESIDENT OF COUNCIL TO ENTER INTO
A REAL ESTATE LISTING AGREEMENT WITH REALTOR PATTY GAETA AND
KELLER WILLIAMS REALTY GREATER METROPOLITAN FOR CERTAIN
VILLAGE OWNED PROPERTY AT 691 SOM CENTER ROAD**

WHEREAS, the real estate located at 691 SOM Center Road is no longer needed for any municipal purpose; and

WHEREAS, Village Council deems it in the best interest of the Village and its residents to authorize the Mayor and President of Council to enter into a listing agreement with realtor Patty Gaeta and Keller Williams Realty Greater Metropolitan for the listing of the property for sale and to authorize an expenditure in an amount equal to and customary for the realtor's commission and closing costs for the sale of the real estate located at 691 SOM Center Road.

NOW, THEREFORE, BE IT ORDAINED by the Council of Mayfield Village, Cuyahoga County, State of Ohio, that:

SECTION 1. The Mayor and President of Council are hereby authorized to enter into a real estate listing agreement with realtor Patty Gaeta and Keller Williams Realty Greater Metropolitan for the Village owned property at 691 SOM Center Road and to authorize an expenditure in an amount that is equal to and customary for a realtor's commission and related closing costs in connection with the sale of the subject property.

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council and that deliberations of this Council and of its committees, resulting in such formal action, took place in meeting open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of health, safety and welfare of the residents of Mayfield Village, for the reason that the subject property is no longer necessary for any municipal purpose and time is of the essence. It shall, therefore, take effect immediately upon passage by the affirmative vote

of not less than five (5) members elected to Council and approval by the Mayor, or otherwise, at the earliest time allowed by law.



STEPHEN SCHUTT
Council President

First Reading: March 16, 2026

Second Reading: Suspended, 2026

Third Reading: Suspended, 2026

PASSED: March 16, 2026



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



DIANE A. CALTA, ESQ.
Director of Law

ATTEST: 
MARY E. BETSA, MMC
Clerk of Council

FISCAL OFFICER'S CERTIFICATE

As the fiscal officer of Mayfield Village, Ohio, I certify that as of the date of execution of the within Agreement with Mayfield Village, Ohio, the amount required to satisfy payment under the Agreement has been fully appropriated, or authorized or directed for such purpose and is in the Treasury, or is in the process of collection and is free from any obligation or certification now outstanding.



Angie S. Rich, Director of Finance
Mayfield Village, Ohio



EXCLUSIVE RIGHT TO SELL AGREEMENT



(This is a legally binding agreement. Read it carefully and consult with an attorney if you have questions.)

SELLER: The undersigned Seller, as owner or having the legal right and authorization to act for the owner of the following property (the "Property") hereby authorizes Keller Williams Realty Greater Metropolitan (the "Brokerage") and the Agent(s) designated below the sole and exclusive right to offer the Property for sale on the price and terms outlined below or such other terms as may be agreed by Seller.

PROPERTY: 691 SOM CENTER/LOT MAYFIELD VILLAGE, Ohio 44143

Permanent Parcel or Tax I.D. No. 831-22-032 Listing Price: \$249,900.00

EXCLUSIVE RIGHT TO SELL: In consideration of Brokerage's agreement to market the Property and procure a buyer for it, Seller grants Brokerage the sole and exclusive right to sell the Property from 4-6-26 through midnight on 10-6-26 (the "Exclusive Period").

COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE, and may be paid by the seller, the buyer, the landlord, the tenant, or a third party, or by sharing or splitting the fees and commissions between brokers.

LISTING COMMISSION: In the event of sale or exchange of the Property at the price and terms stated, or such other price and terms acceptable to Seller, Seller agrees to pay Brokerage a commission by irrevocable assignment through escrow at the time of title transfer of \$249 and FIVE (5 %) of the full purchase or exchange price, or commission of \$249 and \$ N/A whichever is greater. However, if a Buyer who purchases the Property is unrepresented by a Buyer Broker, Seller agrees to pay by irrevocable assignment through escrow at the time of title transfer the sum of SEVEN (7 %) of the full purchase or exchange price or a commission of \$249 and \$ N/A , whichever is greater.

Seller shall refer to Agent all real estate licensees or prospects who may contact Seller directly about the Property during the Exclusive Period or any extension of it and promptly notify Agent in writing with all information relating to such inquiries.

PROTECTION PERIOD: Seller further agrees to pay the commission described above if the Property is sold or exchanged within six (6) months after the Exclusive Period (or any extension of it) if the buyer had contact with Agent or any real estate licensee about the Property during the Exclusive Period or any extension of it and Seller knew of or had been advised in writing of such contact. However, Seller shall not be obligated to pay said commission if Seller enters into a written exclusive right to sell agreement with another real estate brokerage during the Protection Period.

BUYER BROKERAGE COMMISSION: In addition to the Listing Commission, Seller hereby authorizes Brokerage to extend an offer of compensation of 3/2 split % to be used towards buyer broker compensation to be paid by Seller. *3% on 1st \$100,000 & 2% on balance

AUTHORIZATION TO MARKET: During this Agreement and any extensions of it, Seller grants to Brokerage the sole and exclusive right to publish and to grant to others the right to publish any and all descriptive information about the Property, including without limitation print, video, audio, photographic and electronic descriptions. Seller authorizes Brokerage to take or have taken interior, exterior, and drone photographs of the Property and to have them digitized, reproduced, published, disseminated and displayed in any manner or form, including without limitation, on and through any multiple listing service, the internet, as well as any other media or means. Broker shall enter the Property into certain multiple listing services, subject to their rules and regulations, including without limitation MLS Now. Seller hereby releases Brokerage, its members, employees and agents from any and all liability and damages arising from or related to Property access, showings, and the use, distribution or display of any Property information. Seller authorizes Broker to place a "for sale" sign and lock box on the Property and to have reasonable access to the Property for the purpose of showing it to prospective buyers or tenants. Seller authorizes third parties, such as inspectors and appraisers, to access the Property by lockbox or other means with Seller's advance consent.

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

SELLER DISCLOSURES: Seller understands that information provided to Brokerage will be used in public advertising and for purchasers. Seller shall carefully review the MLS listing and confirms that its content is accurate and complete. Seller shall carefully and accurately complete the Ohio Residential Property Disclosure form without assistance from Broker or the Agent(s) and promptly notify and provide Agent with written disclosure of any other material defects, conditions, or changes in the Property's condition which are or may become known to Seller, including without limitation inspection reports, building department, and health and safety notices.

If the Property was built before 1978, Seller shall complete the HUD/EPA Lead Paint Disclosure and Addendum and disclose any notices received from the local sheriff's office pursuant to the Ohio Sex Offender Notification Law. Seller acknowledges that Seller may be liable to a

BB 3/10/26
SELLERS INITIAL/DATE

PC

Property Address : 691 SOM Center Road, Mayfield Village, OH 44143

buyer if known latent defects are not disclosed. In the event of any claims or causes of action alleging concealment of defects, misrepresentation, and/or failure to accurately, completely and/or timely disclose, Seller shall indemnify and hold Brokerage, its agents and employees harmless from any and all such claims, actions, expenses and damages, including attorney fees. Seller warrants that there are no encroachments, pending lawsuits, foreclosures, divorce actions, assessments, tax, utility, or mechanics liens, or any other matters that could delay or prevent Seller from providing clear title to and/or occupancy of the Property, except (Seller must specify):

ELECTRONIC SURVEILLANCE: Seller does does not (check one) have surveillance equipment on the Property. Ohio law prohibits sellers from using electronic, mechanical or other devices to listen, record or otherwise acquire content of the oral communications of other persons without the consent of at least one party to the communication. Because it is impractical to obtain consent from all parties entering the Property for showings, open houses, inspections, appraisals, and other services, Seller agrees to disable the audio function of any surveillance device(s) in advance of any access to the Property by third parties.

CONFIDENTIALITY: Brokerage and Agent must keep confidential information that Seller designates as such unless disclosure is required by law. Seller agrees notify Agent in writing about any information that Seller wishes to be kept confidential.

NONE

EXCLUDED FIXTURES: (Seller must specify): N/A

NOTE: Seller agrees it is Seller's sole responsibility to ensure that any fixtures Seller intends to exclude from a sale or chattel that Seller intends to include in a sale are incorporated into the purchase agreement.

LIMITED HOME WARRANTY: Seller elects does not elect (check one) to provide the buyer with a Limited Home Warranty Plan issued by _____ at the cost of \$_____ to be paid by Seller through escrow at title transfer. Seller acknowledges that (a) the warranty is a limited warranty and requires payment of a deductible; and (b) Brokerage and/or its Agent may receive an administrative service fee for the warranty, if provided.

POINT OF SALE INSPECTIONS: If county, municipal point of sale or other inspections of the Property are required, Seller shall apply for them at Seller's expense, timely obtain them, and provide complete results to Agent and the escrow agent.

SECURITY, INSURANCE AND MAINTENANCE: Seller shall maintain sole responsibility and liability for the Property and its contents, including without limitation safety and security, utility services, property and contents insurance, and general maintenance during the term of this Agreement. Seller agrees that Brokerage and its agents are not managing or monitoring the Property. Sellers of vacant or unoccupied properties shall "winterize" the Property during cold weather and ensure the temperature is property set. In that third parties are accessing the Property for showings and other purposes relating to the marketing and sale of the Property, Seller shall store, remove, and/or secure all valuables during this Agreement. Seller hereby releases Broker and its agents from any and all claims, injuries, damages, and causes of action relating to or arising from the foregoing exclusive obligations of the Seller.

CYBER SECURITY: It is understood and agreed that Brokerage, including its employees and all agents, will never ask any party to a transaction to wire funds or to supply credit or debit card or bank account numbers. Seller is advised to make direct contact with any lender, escrow agent or other party seeking private financial data, including for delivery of sale proceeds. Seller hereby releases Brokerage and Agent from any and all claims, damages, and causes of action related to any unlawful electronic data security access by a third party. Upon discovery of any suspected e-mail fraud, Seller agrees to promptly notify Agent in writing.

BINDING AGREEMENT: This Agreement contains all terms between Brokerage, Agent and Seller, and there are no other conditions, representations, warranties, or agreements, express or implied. Facsimile and electronic signatures shall be deemed binding and valid. Seller acknowledges that Brokerage and its agents provide real estate services only. Seller agrees to consult and retain independent professionals for legal, tax, accounting, inspection, survey, escrow, appraisal, title, property management, or engineering advice or services. Seller shall consult Seller's independent attorney if legal advice is necessary in connection with the Property's listing or sale. If Seller is married, Seller's spouse must sign this Agreement and any purchase agreement because Ohio law recognizes dower rights.

Seller: Brenda Badnar Mayor

Address: 6622 Wilson Mills Rd. Mayfield Village OH 44143

Print Name: VILLAGE OF MAYFIELD Brenda T. Badnar, Mayor

Seller: [Signature]

Telephone: 440-461-2210

Print Name: Stephen Schult, Council Pres.

Date: 3-16-26

E-mail address(es): DWOLGAMUTH@MAYFIELDVILLAGE.COM

Seller hereby designates the undersigned Agent(s) as Seller's Agent, and Agent hereby agrees to the foregoing individually and on behalf of Brokerage. Seller acknowledges receipt of a copy of this Agreement.

Agent: _____ Date: _____



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

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

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

Representing Sellers

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

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction. All buyers working with an agent must sign a written agency agreement prior to any of the following: touring of, or making an offer for, any residential property, or signing a residential lease of 18 months or longer.

This agreement must include expiration dates, fair housing information, relationship exclusivity, and terms of compensation, as well as a conspicuous statement that broker fees and commissions are not set by law, are fully negotiable, and may be paid by the seller, the buyer, the landlord, the tenant, or a third party, or by sharing or splitting the fees and commissions between brokers.

Dual Agency

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

Representing Both Buyer and Seller

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

Working with Keller Williams Greater Metropolitan

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

In the event that both the buyer and seller are represented by the same agent, the agent and Keller Williams Greater Metropolitan will act as a dual agent but only if both parties agree. As a dual agent, they will treat both



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party. If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage. As a buyer, you may also choose to represent yourself on properties Keller Williams Greater Metropolitan has listed. In that instance, Keller Williams Greater Metropolitan will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

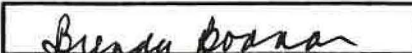
Working With Other Brokerages When Keller Williams Greater Metropolitan lists property for sale, it may elect to cooperate with, and offer compensation to, other brokerages that represent buyers. Keller Williams Greater Metropolitan does reserve the right, in some instances, to vary the compensation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

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

Blockbusting is illegal and defined as, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

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

Signature 

Signature 

Print name: VILLAGE OF MAYFIELD
Brenda T. Bodnar,

Print name: Stephen Schott

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

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: VILLAGE OF MAYFIELD

From: Keller Williams Greater Metropolitan

PROPERTY ADDRESS: 691 SOM Center Road, Mayfield Village, OH 44143

Date: 02/25/2026

This is to give you notice that Murwood Real Estate Group, LLC, dba Keller Williams Greater Metropolitan, has a business relationship with Venture Land Title Agency, LLC. Keller Williams Greater Metropolitan is an equity owner of Venture Land Title Investors IV, LLC. Venture Land Title Investors IV, LLC owns 49% of Venture Land Title Agency, LLC. Because of this relationship, this referral may provide it a financial benefit.

In addition, Venture Title Holdings, LLC owns 51% of Venture Land Title Agency, LLC. The owners of Ohio Real Title Agency, LLC and Title Professionals Group, LTD have ownership in Venture Title Holdings, LLC. Ohio Real Title Agency, LLC and Title Professionals Group, LTD will provide settlement services in conjunction with the services performed by Venture Land Title Agency, LLC. Because of the relationship between Ohio Real Title Agency, LLC and Title Professionals Group, LTD and Venture Land Title Agency, LLC, this referral may provide Ohio Real Title Agency, LLC or Title Professionals Group, LTD a financial or other benefit as well.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use Venture Land Title Agency, LLC as a condition of purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

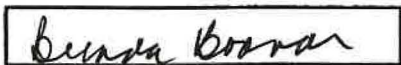
Venture Land Title Agency, LLC's range of charges:

Title insurance premium	As filed with the State of Ohio
Title examination fee	\$295.00 to \$425.00
Title Commitment fee	\$100.00

I/We have read this disclosure form and understand that Keller Williams Greater Metropolitan is referring me/us to purchase the above described settlement services from Venture Land Title Agency, LLC.

In the event the Lender involved in this transaction does not act as settlement or closing agent, then the closing will be handled by Ohio Real Title Agency, LLC or Title Professionals Group, LTD.

This is also to give you notice that Cross Country Mortgage, Inc. and Keller Williams Greater Metropolitan have an arrangement between entities where Cross Country Mortgage provides some financial support (unrelated to sales or revenue) to Keller Williams Greater Metropolitan Real Estate Group, LLC for special events, marketing, and promotions. No revenue sharing, profit sharing, or commission sharing occurs at this time.



Brenda T. Bodnar





Stephen Schutt



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
(OHIO)

TO: VILLAGE OF MAYFIELD
(Buyer, Seller, or Borrower)

PROPERTY: 691 SOM CENTER, MAYFIELD VILLAGE, OH 44143/LOT 831-22-032

FROM: Patricia Gaeta DATE: _____
(Party making referral; hereinafter referred to as "Referrer")

We are pleased to refer you to ACT Title Agency LLC ("ACT") for title services. ACT is a title insurance policy issuing agent of Chicago Title Insurance Company ("CTIC") and Fidelity National Title Insurance Company ("FNTIC"). Chicago Title Company, LLC is the Manager of ACT and is an affiliate of CTIC and FNTIC.

PLEASE NOTE that the above referenced Referrer has a business relationship with ACT and has a minority ownership interest in ACT Investors LLC. ACT Investors LLC has a Forty-Nine Percent (49%) direct ownership interest in ACT. Executive Title Agency Corp., an affiliate of CTIC, FNTIC, and Chicago Title Company, LLC, has a Fifty-One Percent (51%) direct ownership interest in ACT. Because of these relationships, this referral may provide Referrer a financial or other benefit.

Below is the estimated charge or range of charges by ACT for the settlement services listed:

Title Insurance Premium(s) & Title Insurance Endorsement(s):	As filed with the State of Ohio for CTIC and FNTIC. Terms and provisions for any available reduced rate of premium and policy endorsements are also contained within said filing.
Title Commitment/Binder:	\$50.00-\$100.00
Residential Title Exam:	\$225.00-\$450.00
Commercial Title Exam:	Quoted upon request
Special Tax Search (if applicable):	\$75.00
24 Month Chain of Title (if applicable):	\$50.00

Note: Fees vary depending on transaction type, purchase price, and county location, and there may be additional charges depending on the particular needs of your transaction. Party/Parties responsible for above charges (Buyer/Borrower and/or Seller) shall be determined by the Purchase Contract or local custom. CTIC's/FNTIC's Ohio title Insurance rate filing is available upon request.

Please note that you are NOT required to use the listed provider as a condition for the purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Acknowledgment

I/We have read this disclosure form and understand that Referrer is/are referring me/us to purchase the above described settlement service(s), and may receive a financial or other benefit as a result of this referral.

Brenda T. Bodnar 3-16-26
Signature Brenda T. Bodnar Date Signature _____ Date _____

Stephen Schott 3-16-26
Signature Stephen Schott Date Signature _____ Date _____



SELLER'S DISCLOSURE - VACANT LAND

Seller's Name(s): VILLAGE OF MAYFIELD

Property: 691 SOM Center Road, Mayfield Village, OH 44143/LOT 831-22-032

ADDRESS

MUNICIPALITY

ZIP

1. Are the boundary lines of the Property marked in any way? Yes No Unknown

If yes, please describe: Boundary corners are pinned. Boundary lines are not marked.

2. Do you know of any encroachments, easements, shared driveways, party walls, or similar conditions? Yes No Unknown

If yes, please describe: See title work.

3. Has there ever been any soil testing on the Property? Yes No Unknown

If yes, please describe and also provide copies of any reports relating to soil testing: _____

4. Have any hazardous substances or chemicals been stored or spilled on the Property? Yes No Unknown

If yes, please describe: _____

5. Has the Property been tested for radon gas? Yes No Unknown

If yes, please describe: _____

6. Are you aware of any violations of other federal or state environmental protection agency rules or regulations? Yes No Unknown

If yes, please describe: _____

7. Do you know of any flooding, drainage, or grading problems on the Property? Yes No Unknown

If yes, please describe: _____

8. Has the Property ever been designated as wetlands by any federal or state governmental agency or located on a federally designated flood plain? Yes No Unknown

If yes, please describe: _____

9. Do you know of any violations of local, state, or federal laws or rules and/or building codes affecting the Property? Yes No Unknown

If yes, please describe: _____

10. Do you know of any zoning violations or nonconforming uses? Yes No Unknown

If yes, please describe: _____

11. Are you aware of any prior attempts to subdivide or split the Property? Yes No Unknown

If yes, please describe: _____

12. Are you aware of any attempts to obtain building permits for the Property? Yes No Unknown

If yes, please describe: _____

13. Are you aware of any septic system percolation tests or groundwater tests on the Property? Yes No Unknown
If yes, please describe: The property has an available sanitary sewer connection.

14. Are there currently any subsurface rights, mineral rights, natural oil or gas or other leases affecting the Property? Yes No Unknown
If yes, please describe: _____

15. Is the Property currently valued for agricultural use by the county auditor or subject to any Agricultural Tax Recoupments (C.A.U.V.)? Yes No Unknown
If yes, please describe: _____

16. Do you know of any excessive settling, sliding, erosion, or other geotechnical or soil stability problems on the Property? Yes No Unknown
If yes, please describe: _____

17. Are there any improvements, including utility lines, to the Property? Yes No Unknown
If yes, please describe: The property has gas, electric, water and sewer lines available at the street.

18. Has the Property or any portion of it ever been used as a landfill or dump? Yes No Unknown
If yes, please describe: _____

19. Has there been major damage to the Property from fire, earthquake, flood, tornado, mine subsidence, or other event? Yes No Unknown
If yes, please describe: _____

20. Are there now or have there ever been any natural gas or oil wells or underground storage tanks on the Property? Yes No Unknown
If yes, please describe: _____

Additional information regarding conditions that may materially affect the use and/or value of the Property:

The information contained above is true and correct to the best of Seller's knowledge and belief. Seller agrees to notify the Buyer of any additional defects or conditions which may become known prior to recording of the deed.

SELLER: B. Bosnar DATE: 3-16-26

SELLER: [Signature] DATE: 3-16-26

BUYER acknowledges and agreed that this vacant land disclosure is provided voluntarily by SELLER. BUYER acknowledges and agrees that the real estate broker(s) and agent(s) involved in the sale of the Property do not and will not independently verify SELLER'S disclosure information and do not in any way guarantee any aspect of the Property, including buildability or fitness for any particular use. BUYER acknowledges and agrees that this disclosure is not a substitute for conducting BUYER'S own independent professional inspections and investigation of the Property, including without limitation evaluating all public records for the Property, title, lot dimensions and/or acreage, property boundaries, soil conditions, taxes and assessments, environmental conditions, homeowners' association and deed restrictions, and issues pertaining to buildability. BUYER shall be solely responsible for investigating the Property, including without limitation hiring independent professionals to evaluate any aspects of it that are material to BUYER.

BUYER: _____ DATE: _____

BUYER: _____ DATE: _____