



KENTUCKY REAL ESTATE COMMISSION

Public Protection Cabinet
Mayo-Underwood Building
500 Mero Street 2NE09
Frankfort, Kentucky 40601
(502) 564-7760
<http://krec.ky.gov>



AGENCY CONSENT AGREEMENT – BUYER / LESSEE

The real estate agent who is providing you with this form is required to do so by Kentucky law. 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.

Buyer(s)/Lessee(s): _____

Property Address: 2367 Moffett Rd Independence Ky 41051-7725

PART A

(To be completed prior to entering into a written agreement to provide real estate brokerage services, including, but not limited to, a buyer representation agreement, or completing, or directing the completion of, a contract, offer, or lease for a real estate transaction)

The Principal Broker being retained is _____ (name of Principal Broker)
and Affiliate Agent _____ (name of Affiliate Agent)
of the _____ (name of brokerage firm) brokerage firm.

At this time Licensee is retained as the following type of agent: (check one)

- ☐ Buyer's agent
☐ Dual agent
☐ Designated agent
☐ Licensee(s) shall provide transactional brokerage services to buyer(s) / lessee(s). For the purposes of this form, a party to transactional brokerage services is not a client or prospective client.

I (we) consent to the above relationships as we enter into this real estate contract. If there is a dual agency or designated agency in this transaction, I (we) acknowledge reading the information contained in the **Kentucky Real Estate Commission's A Guide to Agency Relationships**.

BUYER/LESSEE Signature

Printed Name

DATE/TIME

BUYER/LESSEE Signature

Printed Name

DATE/TIME

PART B

(To be completed at the time the licensee prepares and/or submits an offer, contract, or lease for the clients. If and when PART B is completed, PART B supersedes PART A.)

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The Buyer/Lessee is represented by _____ of
AFFILIATE AGENT

NAME OF BROKERAGE FIRM AND PRINCIPAL BROKER'S NAME

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

(Mark the appropriate box)

If two agents in the same real estate brokerage represent both the Buyer/Lessee and the Seller/Lessor, check the following relationship that will apply:

Designated Agency:

- ☐ Affiliate Agent(s) _____ of _____ represents the Buyer/Lessee and another Agent(s) in the same firm represents the Seller/Lessor. The Principal Broker and managers will be “dual agents,” which is explained in the Kentucky Real Estate Commission's A Guide to Agency Relationships. As dual agents, they will remain loyal to both parties in the transaction, and they will protect all parties' confidential information;

OR

Dual Agency:

- ☐ Every agent in the brokerage represents every “client” of the brokerage. Therefore, Agent(s) _____ and _____ will be working for both the Buyer/Lessee and Seller/Lessor as “dual agents”. Dual agency is explained in *the Kentucky Real Estate Commission's A Guide to Agency Relationships*. As a dual agent, they will remain loyal to both parties in the transaction, and they will protect all parties' confidential information.

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

(Mark the appropriate box.)

Affiliate Agent _____ and the brokerage firm _____ will:

- ☐ be a “dual agent” representing both parties in this transaction. Dual agency is explained in the **Kentucky Real Estate Commission A Guide to Agency Relationships**. As a dual agent they will remain loyal to both parties, and they will protect all parties' confidential information

OR

- ☐ represent only the (check one) ☐ Buyer/Lessee or ☐ Seller/Lessor. The other party(ies) is not represented and agrees to represent his/her own best interest. Any information provided to the agent may be disclosed to the agent's client.

IV. TRANSACTION INVOLVING NON-CLIENT PARTIES

(Mark the appropriate box.)

☐ Transactional Brokerage: The Principal Broker of the Brokerage Firm assigns (Identify all Licensees acting as a Transactional Agent): _____ to provide real estate brokerage services to either, or both, Party(ies) to the transaction, owe the Party(ies) only the duties of good faith and fair dealing, and to not relay confidential information between the Parties, unless so directed by the sending Party. For the purposes of this Agreement, a party to a Transactional Brokerage is not a Client or Prospective Client.

The ☐ Buyer; ☐ Seller; ☐ Lessor; ☐ Lessee is an Unrepresented Party. A licensee owes an Unrepresented Party the duties of good faith and fair dealing. For the purposes of this Agreement, an Unrepresented Party is not a Client or Prospective Client.

LICENSEE'S RELATIONSHIP TO OTHER PARTIES IN THE TRANSACTION

To the best of their knowledge, licensee(s) does not have a PERSONAL, FAMILY, or BUSINESS relationship with another party to this transaction. If such a relationship does exist, please explain:

DISCLAIMER

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

PARTY CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency or designated agency in this transaction, I (we) acknowledge reading the information contained in the Commission's Guide to Agency Relationships.

BUYER/LESSEE Signature

Printed Name

DATE/TIME

BUYER/LESSEE Signature

Printed Name

DATE/TIME



KENTUCKY REAL ESTATE COMMISSION

Public Protection Cabinet
Mayo-Underwood Building
500 Mero Street 2NE09
Frankfort, Kentucky 40601
(502) 564-7760



The Kentucky Real Estate Commission's A GUIDE TO AGENCY RELATIONSHIPS

THIS IS NOT A CONTRACT. This is The Kentucky Real Estate Commission's A Guide To Agency Relationships ("Guide"). This brokerage company is required by law to ask you to sign this Guide as a way to acknowledge that you have received it. Your signature below will not obligate you to work with this brokerage company.

Whether you are selling, buying, or leasing real estate in the Commonwealth of Kentucky, this Guide will help you understand the various agency relationships available to you. This brokerage company is providing you this Guide as an introduction to their professional real estate agency relationship options. Depending on your specific needs, this brokerage company will offer you valuable assistance to achieve your goals.

This is a brief overview of real estate brokerage in the Commonwealth of Kentucky. To practice real estate brokerage for compensation, a person must be appropriately licensed, which requires extensive education and testing. There are two types of licenses, broker and sales associate. A principal broker is the person responsible for the operation of the real estate brokerage company. Licensed brokers and sales associates affiliate with a principal broker to engage in real estate brokerage. **Doug Garner**

(INSERT NAME OF PRINCIPAL BROKER) is the principal broker of **CENTURY 21 Garner Properties**
(INSERT NAME OF BROKERAGE COMPANY), and can be reached at **(859) 363-9900** (INSERT BROKERAGE COMPANY PHONE NUMBER).

To provide real estate brokerage services, a principal broker enters into an agency relationship with a client to act as an agent to represent the client's interests and provide necessary guidance to complete real estate transactions. A licensee affiliated with the principal broker may be your direct contact during a transaction and, depending on the type of agency, may also be your exclusive agent. These agency relationships are explained in more detail below. Each relationship imposes fiduciary duties owed by the agent to a client. A principal broker may also provide services to a party who is not a client and owe limited, or no, fiduciary obligations to that party, or, by written agreement, provide other than the minimum services proscribed by law. To learn more, reference Kentucky Revised Statutes, Chapter 324 and Kentucky Administrative Regulations, Title 201, Chapter 11.

This is not a contract or agreement for services. Your signature on this Guide is simply to acknowledge receipt and by law the real estate licensee presenting you this Guide must ask for your signature. Prior to the exchange of confidential information that could be interpreted as an agency relationship, you will be asked to consent in writing to a specific agency relationship for a contemplated transaction.

Carefully read about the available agency relationships below and ask the licensee providing you this Guide, **Douglas Garner** (INSERT NAME OF LICENSEE), any questions you may have to better understand agency. The duties and responsibilities of the principal broker, affiliated licensees, and the real estate brokerage company in a real estate transaction do not relieve the seller, buyer, lessor, or lessee from the duty and responsibility to protect their own interests. You are advised to carefully read all agreements to assure that they adequately express your understanding of the transaction. The principal broker and affiliated licensees are qualified to advise on real estate brokerage and transaction matters only. IF YOU NEED LEGAL OR TAX ADVICE, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Single Agency: In a Single Agency relationship, the principal broker of a brokerage company, and all affiliated licensees, act as an agent for a client who is a seller or buyer, or a lessor or lessee, on one side of a transaction. If a party on the other side of the transaction is represented by an agent, that agent will be affiliated with another principal broker at another brokerage.

Dual Agency: In a Dual Agency relationship, the principal broker of a brokerage company, and all affiliated licensees, simultaneously act, in a limited fiduciary capacity, as agents for different clients who are either seller and buyer, or lessor and lessee, in the same transaction. Dual Agency relationships frequently occur when a listing agent simultaneously represents both seller and buyer clients in the same transaction and must take care to adequately represent the interests of both clients.

Designated Agent: In a Designated Agent relationship, one or more affiliated licensees are designated by their principal broker to act as an agent for a client who is a buyer or seller, or a lessor or lessee, to the exclusion of all other licensees affiliated with that principal broker. The principal broker shall not designate himself or herself as a designated agent. None of the other licensees affiliated with the principal broker represent the client in the transaction. Reference KRS 324.121(1).

Designated Agency: In a Designated Agency relationship, two or more Designated Agents within one brokerage act as agents for their respective clients on different sides of a transaction, while their principal broker and any designated manager simultaneously act in a limited fiduciary capacity as a dual agent for all clients on both sides of the transaction. This type of agency relationship allows Designated Agents affiliated with same principal broker to offer each client exclusive representation with full fiduciary obligations, not limited as they would be in a Dual Agency relationship, while still safeguarding clients' confidential information. Reference KRS 324.121(2).

Transactional Brokerage: In a Transactional Brokerage relationship, the principal broker of a brokerage company, and an affiliated licensee(s), if so designated by the principal broker, provide real estate brokerage services to either, or both, party(ies) to a transaction. They owe the party(ies) only the duties of good faith and fair dealing, and do not relay confidential information between the parties, unless so directed by the sending party. A party to Transactional Brokerage is not a client or prospective client.

Unrepresented Party: From time to time in a real estate transaction, a party will not be represented by an agent, but will otherwise interact with a licensee. This party is known as an Unrepresented Party and a licensee owes an Unrepresented Party the duties of good faith and fair dealing. An Unrepresented Party is not a client or prospective client. If you elect to be an Unrepresented Party to a transaction, take the steps necessary to protect your best interests. If the other party is represented by an agent, you may be at a disadvantage in the transaction due to the skill and experience of that agent.

Real Estate Teams: In the course of your real estate transaction, you may engage with a real estate team. Teams are defined as a group of more than one licensee working together who are affiliated with the same principal broker, led by a team leader, and representing themselves to the public utilizing the same authorized alternate or assumed name to brand, advertise, and broker real estate. Teams form for a variety of reasons, including sharing branding and expenses, to broker real estate under the supervision of the principal broker. A team does not operate independently of the principal broker or agency law and must not represent themselves as a separate brokerage company providing real estate brokerage services. Make sure you understand who specifically is representing you as an agent if you choose to work with a team.

Confidential Information: If you are a client or prospective client as defined by law, you are owed the fiduciary obligation of confidentiality, which means that the licensee must protect information provided by you that would materially compromise your negotiating position in a transaction if disclosed to the other party, unless disclosure is required by law. You may also designate in writing other information you wish to maintain confidential. If you have any questions or concerns about confidentiality, seek a satisfactory answer prior to providing the information you wish to maintain confidential. During the course of a transaction, including when sending offers, information delivered to the other party will not be confidential unless a previous agreement is in place to maintain confidentiality.


Cooperation: This brokerage company may, during the course of a transaction, share fees or compensation with another brokerage company. This typically occurs when a listing brokerage company shares compensation with another brokerage company representing a buyer for a specific listed property. The fact that brokerage companies may share compensation during the course of a transaction does not mean that you are in an agency relationship with any brokerage company. If you are concerned about compensation and how it may be shared, seek a satisfactory answer prior engaging in a transaction.

Fair Housing Statement: It is illegal, pursuant to the Kentucky Fair Housing Law and Federal Fair Housing Law, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, or 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, disability, national origin, sexual orientation (in some counties) or gender identity (in some counties) or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the providing 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.

We hope you find this information helpful as you begin your real estate transaction. When you are ready to enter into a transaction, you will be asked to sign an Agency Consent Agreement that specifically identifies the agency relationship between you, the principal broker of this brokerage company, and any affiliated licensees. Please ask questions if there is anything you do not understand.

Your signature below will not obligate you to work with this brokerage company if you do not choose to do so. A copy of this signed Guide will be provided to you and a record of it maintained by the brokerage company. Please add this Guide to your records for reference even if you refuse to sign.

Signature	Date/Time
Signature	Date/Time

	Beds	Full Baths	Half Baths	Sale Price	Sale Date
	2	1	N/A	N/A	N/A
	Bldg Sq Ft	Lot Sq Ft	Yr Built	Type	
	1,743	492,664	N/A	SFR	

OWNER INFORMATION			
Owner Name	Rasche Lawrence	Tax Billing City & State	Independence, KY
Owner Name 2	Rasche Susan J	Tax Billing Zip	41051
Owner Occupied	Yes	Tax Billing Zip+4	7725
Tax Billing Address	2367 Moffett Rd		

COMMUNITY INSIGHTS			
Median Home Value	\$228,539	School District	KENTON COUNTY
Median Home Value Rating	3 / 10	Family Friendly Score	90 / 100
Total Crime Risk Score (for the neighborhood, relative to the nation)	93 / 100	Walkable Score	26 / 100
Total Incidents (1 yr)	16	Q1 Home Price Forecast	\$235,176
Standardized Test Rank	62 / 100	Last 2 Yr Home Appreciation	25%

LOCATION INFORMATION			
Municipality	Common	Carrier Route	R001
School District	0005	School District Name	Common
Census Tract	637.02	Within 250 Feet of Multiple Flood Zone	No

TAX INFORMATION			
Tax ID	049-00-00-066.00	% Improved	68%
Tax Area	0005	Exemption(s)	Homestead
Tax Appraisal Area	NO CITY		
Legal Description	11.31 ACS SS MOFFETT RD E JAMES DR		

ASSESSMENT & TAX			
Assessment Year	2024	2023	2022
Assessed Value - Total	\$176,200	\$176,200	\$176,200
Assessed Value - Land	\$56,000	\$56,000	\$56,000
Assessed Value - Improved	\$120,200	\$120,200	\$120,200
YOY Assessed Change (\$)	\$0	\$0	
YOY Assessed Change (%)	0%	0%	
Market Value - Total	\$176,200	\$176,200	\$176,200
Market Value - Land	\$56,000	\$56,000	\$56,000
Market Value - Improved	\$120,200	\$120,200	\$120,200
Tax Year	Total Tax	Change (\$)	Change (%)
2021	\$1,803		
2022	\$1,777	-\$26	-1.44%
2023	\$1,675	-\$102	-5.74%

CHARACTERISTICS			
Land Use - County	Single Family	Fireplace	Y
Land Use - CoreLogic	SFR	Fireplaces	1
Lot Acres	11.31	Heat Type	Heat Pump
Lot Sq Ft	492,664	Heat Fuel Type	Electric
# of Buildings	1	Cooling Type	Central
Stories	1.5	Basement Type	Full
Building Sq Ft	1,743	Bsmt Finish	Finished
Gross Sq Ft	2,596	Foundation	Concrete
Bedrooms	2	Condition	Good
Total Baths	1	Roof Material	Composition Shingle
Full Baths	1		

SELL SCORE

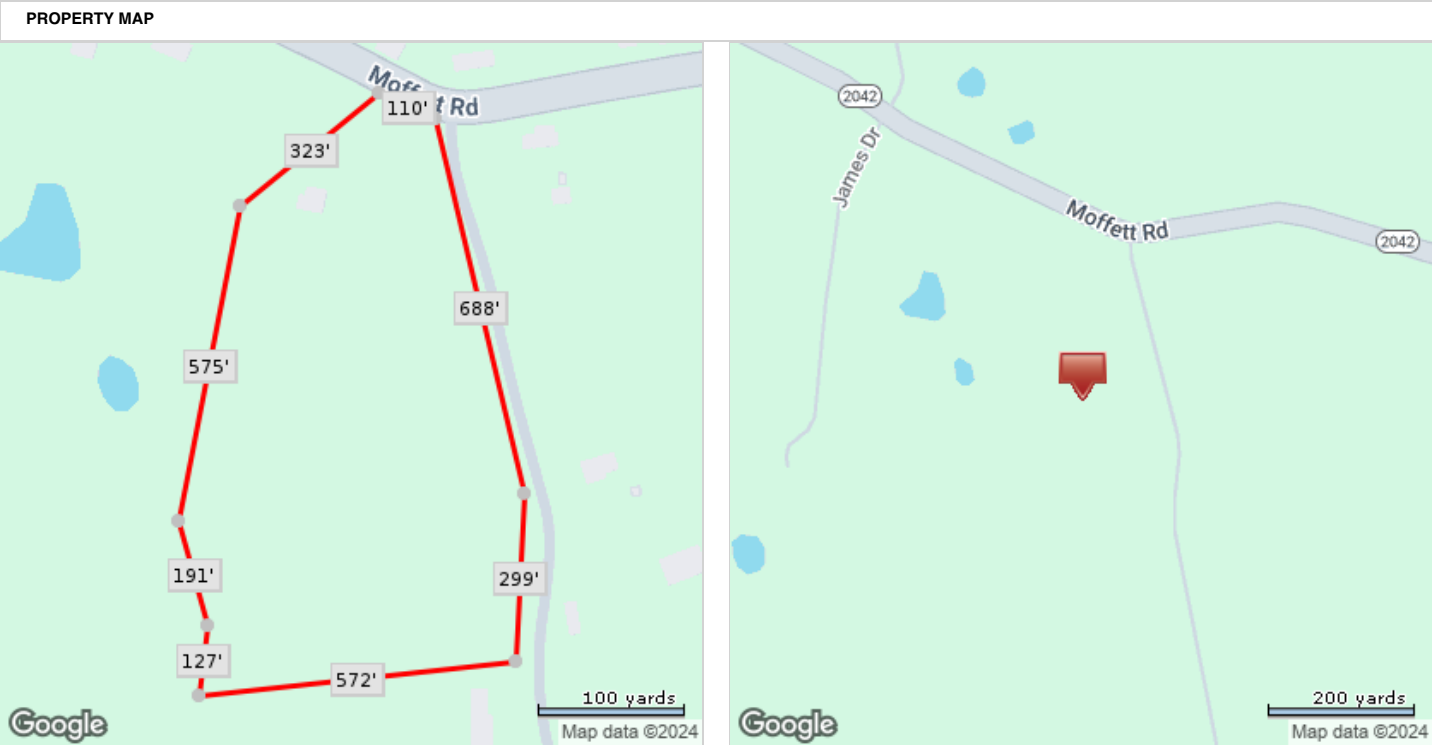
Rating	Moderate	Value As Of	2024-09-08 04:35:59
Sell Score	517		

RENTAL TRENDS			
Estimated Value	1675	Cap Rate	5.6%
Estimated Value High	1925	Forecast Standard Deviation (FSD)	0.15
Estimated Value Low	1425		

(1) Rental Trends is a CoreLogic® derived value and should be used for information purposes only.

(2) The FSD denotes confidence in an Rental Trends estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion a Rental Amount estimate will fall within, based on the consistency of the information available to the Rental Amount at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

LAST MARKET SALE & SALES HISTORY			
Owner Name	Rasche Lawrence	Owner Name 2	Rasche Susan J
Sale/Settlement Date	09/11/1980		
Buyer Name	Rasche Lawrence & Susan J		
Document Number	242-229		
Document Type	Deed (Reg)		



2367 Moffett
Kentucky, AC +/-



Boundary

Doug Garner
P: 8593912100

<http://NorthernKentuckyAuction.com>

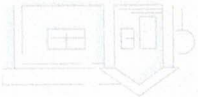
5285 Madison Pike



The information contained herein was obtained from sources deemed to be reliable. Services makes no warranties or guarantees as to the completeness or accuracy thereof.



Authentisign ID: B19A3336-A838-EF11-86D4-000D3A8B7EDD

		Beds	2
Full Baths		1	
Half Baths		N/A	
Yr Built		N/A	
Sale Price		N/A	
Sale Date		N/A	

OWNER INFORMATION		Owner Name	Rasche Lawrence	Tax Billing City & State	Independence, KY
Owner Name 2		Rasche Susan J	Tax Billing Zip	41051	
Owner Occupied		Yes	Tax Billing Zip+4	7725	
Tax Billing Address		2367 Moffett Rd			

COMMUNITY INSIGHTS		Median Home Value	\$223,562	School District	KENTON COUNTY
Median Home Value Rating		3 / 10	Family Friendly Score	91 / 100	
Total Crime Risk Score (for the neighborhood, relative to the nation)		93 / 100	Walkable Score	26 / 100	
Total Incidents (1 yr)		16	Q1 Home Price Forecast	\$234,000	
Standardized Test Rank		68 / 100	Last 2 Yr Home Appreciation	21%	

LOCATION INFORMATION		Municipality	Common	Carrier Route	R001
School District		0005	School District Name	Common	No
Census Tract		637.02	Within 250 Feet of Multiple Flood Z	one	

TAX INFORMATION				
Tax ID	049-00-00-066.00	% Improved	68%	Homestead
Tax Area	0005	Exemption(s)		
Tax Appraisal Area	NO CITY			
Legal Description	11.31 ACS SS MOFFETT RD E JAM ES DR			

ASSESSMENT & TAX		Assessment Year	2023	2022	2021
Assessed Value - Total		\$176,200	\$176,200	\$176,200	\$176,200
Assessed Value - Land		\$56,000	\$56,000	\$56,000	\$56,000
Assessed Value - Improved		\$120,200	\$120,200	\$120,200	\$120,200
YOY Assessed Change (\$)		\$0	\$0	\$0	\$0
YOY Assessed Change (%)		0%	0%	0%	0%
Market Value - Total		\$176,200	\$176,200	\$176,200	\$176,200
Market Value - Land		\$56,000	\$56,000	\$56,000	\$56,000
Market Value - Improved		\$120,200	\$120,200	\$120,200	\$120,200
Tax Year		Total Tax	Change (\$)	Change (%)	
		\$1,803	-\$26	-1.44%	
		\$1,777	-\$102	-5.74%	
		\$1,675			

CHARACTERISTICS		Land Use - County	Single Family	Fireplace	Y
Land Use - CoreLogic		SFR	Heat Type	Heat Pump	1
Lot Acres		11.31	Heat Fuel Type	Electric	
Lot Sq Ft		492,664	Cooling Type	Central	
# of Buildings		1	Basement Type	Full	
Stories		1.5	Bsmt Finish	Finished	
Building Sq Ft		1,743	Foundation	Concrete	
Gross Sq Ft		2,596	Condition	Good	
Bedrooms		2	Roof Material	Composition Shingle	
Total Baths		1			
Full Baths		1			

SELL SCORE		
------------	--	--

Authentisign ID: B19A3336-A838-EF11-86D4-000D3A8B7EDD

Moderate

517

Sell Score

2024-06-23 04:36:59

Value As Of

RENTAL TRENDS

Estimated Value	1683	Cap Rate	5.2%
Estimated Value High	1934	Forecast Standard Deviation (FSD)	0.15
Estimated Value Low	1432		

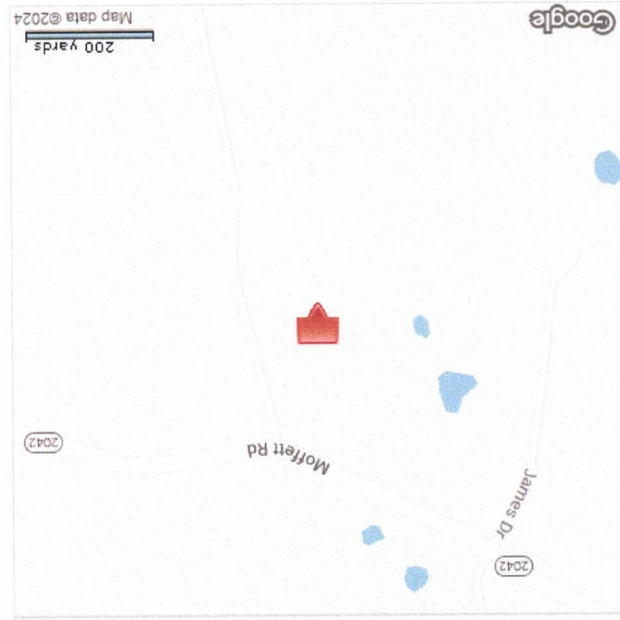
(1) Rental Trends is a CoreLogic® derived value and should be used for information purposes only.

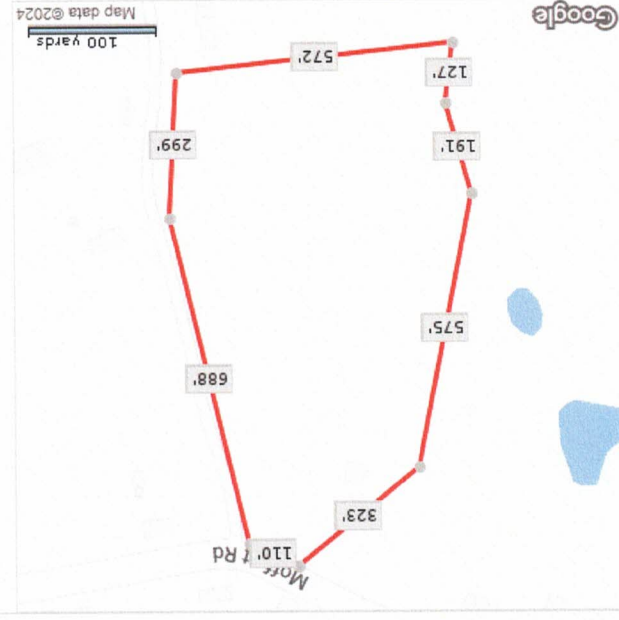
(2) The FSD denotes confidence in an Rental Trends estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion a Rental Amount estimate will fall within, based on the consistency of the information available to the Rental Amount at the time of estimation. The FSD can be used to create a confidence that the true value has a statistical degree of certainty.

LAST MARKET SALE & SALES HISTORY

Owner Name	Rasche Lawrence	Owner Name 2	Rasche Susan J
Sale/Settlement Date	09/11/1980		
Buyer Name	Rasche Lawrence & Susan J		
Document Number	242-229		
Document Type	Deed (Reg)		

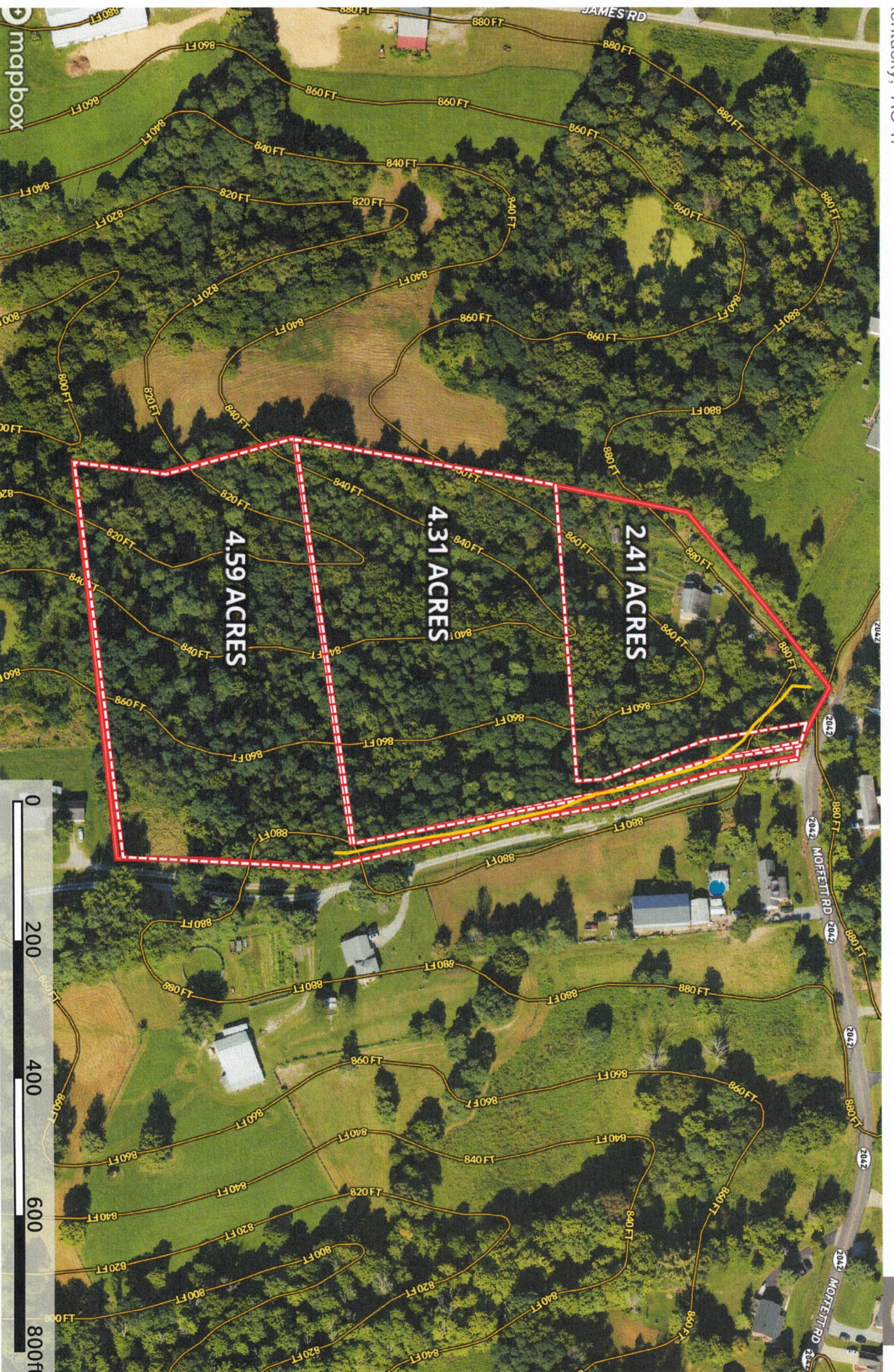
PROPERTY MAP





Lot Dimensions are Estimated

127'	191'	575'	323'	110'	688'	299'	572'
------	------	------	------	------	------	------	------



Primary Road
Boundary
Boundary



Mapbox

0 200 400 600 800ft

2.41 ACRES

4.31 ACRES

4.59 ACRES

JAMES RD

MOFFETT RD

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

860 FT

880 FT

800 FT

820 FT

840 FT

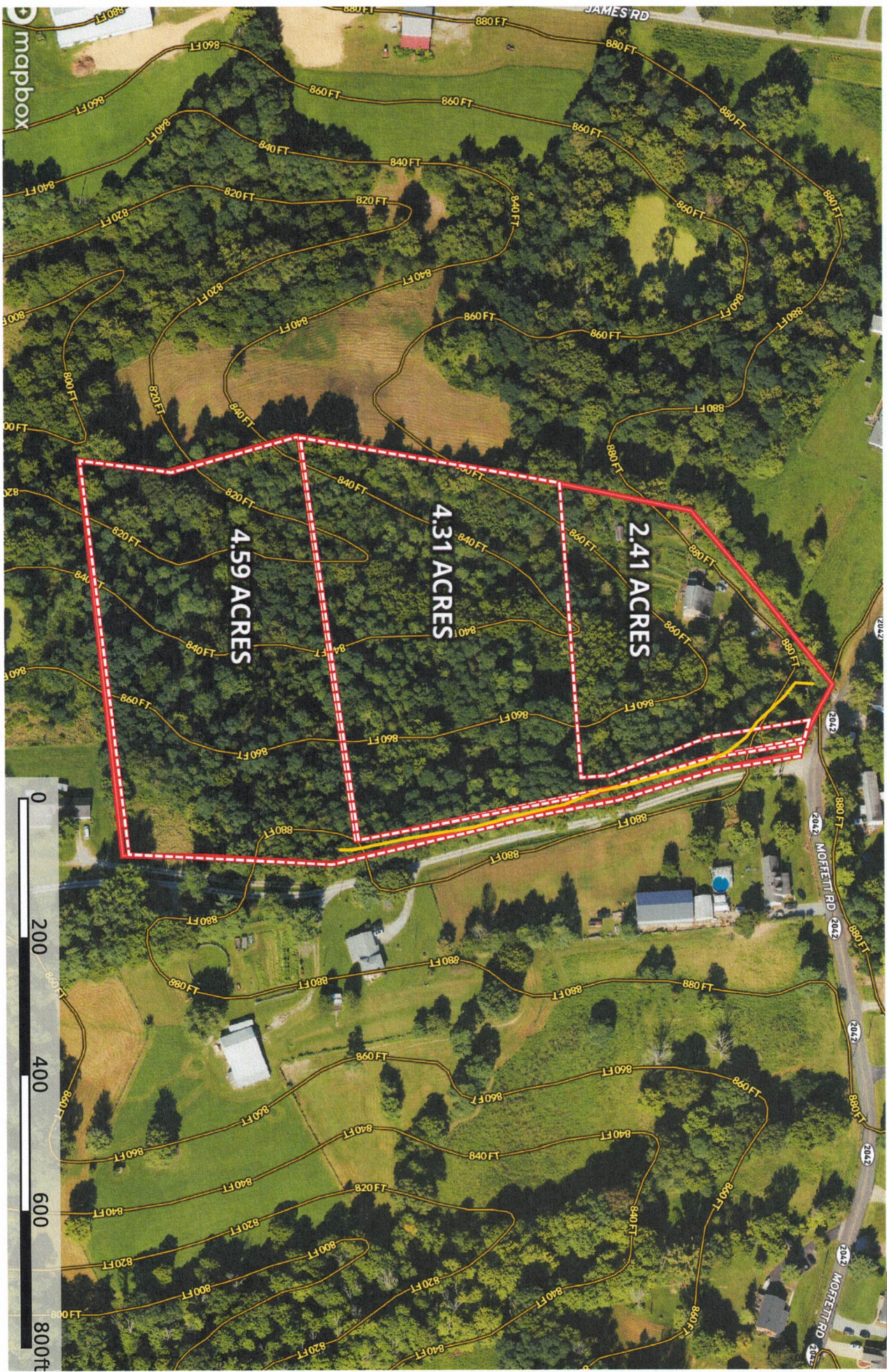
860 FT

880 FT

800 FT

820 FT

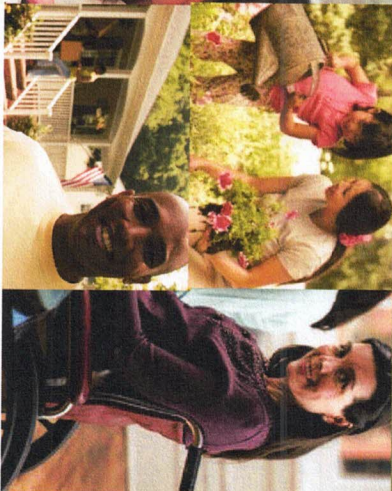
840 FT



All Doors Are Open In Kentucky

It is against the law to discriminate against any person who wants to rent or own housing. You have the right to fair housing regardless of your color, disability, familial status (whether you live with children under 18 years of age), national origin, race, religion or sex.

Fair Housing



These Actions are Illegal

Among the practices prohibited by law, it is illegal to: refuse to sell, rent, lease or exchange real estate because of discrimination; deny a reasonable accommodation to a renter with a disability; coerce, intimidate, threaten or interfere with a person's enjoyment of his or her home because of discrimination; communicate that a property is unavailable when it is available; communicate that the racial makeup of a neighborhood may change or cause property values to go down or make other similar false and misleading statements; publish advertising that states a preference of one person over another based on discrimination; discriminate in the grant, rates, terms, conditions or services of financial assistance in real estate transactions; discriminate in the making or purchase of loans; discriminate in terms, conditions or privileges of housing-related insurance; deny access or restrict membership of multiple-listing services or real estate organizations for discriminatory reasons.

Protect Your Rights

If you believe you may be a victim of discrimination, contact us. We will help you file a discrimination complaint. A housing discrimination complaint must be filed within one year of the alleged discrimination. After your complaint is filed, our officers will conduct a

What Fair Housing Law Means

The US and Kentucky Fair Housing acts are laws that provide equal opportunity to all people when buying, selling, renting, financing or insuring housing. You have the right to buy or rent where you choose a home, condominium, apartment, trailer or lot. Everyone must obey the law including property owners, real estate brokers, sales agents, operators, builders and developers, advertisers and advertising media, mortgage lenders, insurers, and banks or other financial institutions.

thorough investigation to determine if discrimination has occurred. All findings go before the Commission Board, which acts with the authority of a court of law. Save copies of all letters, advertisements or other information relevant to the alleged discrimination. Write down your experiences, including dates, significant conversations and incidents, and the names of the involved individuals.

Exemptions

Exemptions from fair housing law are allowed for the rental of an owner-occupied duplex or rental of one room in a private home. The sale or rental of an owner-occupied home is exempt if the sale or rental takes place without a real estate agent or advertising. A religious organization may exercise a preference to rent to one of its members. It is allowable to refuse to rent on the basis of sex if the property is a single sex dormitory. A landlord may choose not to rent to unmarried couples. A gender-based exclusion from the law is allowed if the landlord can demonstrate that the exclusion is necessary for reasons of personal modesty or privacy. Exemptions are allowed if a landlord rents fewer than 10 units or to fewer than 10 persons in an owner-occupied facility. A landlord may refuse to rent on the basis of familial status if the property is intended for occupants 62 years of age or older or if 80 percent of the units have occupants 55 years of age or older and special services for older persons are provided.

Contact Us

Call or contact us if you need help with discrimination or would like more information.

Kentucky Commission on Human Rights
332 W. Broadway, Suite 700
Louisville, Kentucky 40202
502.595.4024 1.800.292.5566
TDD: 502.595.4084

Email: kchr@mail.ky.gov
www.kchr.ky.gov
Face Book/Kentucky Commission on Human Rights
Twitter/KyHumanRights

Fair Housing Brochure
Kentucky Commission on Human Rights
English for Web
2013

Kentucky Commission on Human Rights

PROTECTOR OF CIVIL RIGHTS
VOICE FOR EQUALITY
CATALYST FOR POSITIVE CHANGE



This publication was supported by funding under a grant with the U S Department of Housing and Urban Development. It is dedicated to the public. The author and publisher are solely responsible for the accuracy of the publication, which does not necessarily reflect the views of the federal government.

This contract is for use by Douglas Garner. Use by any other party is illegal and



KENTUCKY REAL ESTATE COMMISSION

Public Protection Cabinet
Mayo-Underwood Building
500 Mero Street 2NE09
Frankfort, Kentucky 40601
(502) 564-7760
<http://krec.ky.gov>



SELLER'S DISCLOSURE OF PROPERTY CONDITION

This form applies to **residential real estate sales and purchases**. This form is **not required** for:

1. Residential purchases of new construction homes if a warranty is provided; or
2. Sales of real estate at auction; or
3. A court supervised foreclosure

As a Seller, you are asked to disclose what you know about the property you are selling. **Your answers to the questions in this form must be based on the best of your knowledge of the property you are selling, however and whenever you gained that knowledge.** Please take your time to answer these questions accurately and completely.

Property Address

2367 Moffett Rd

City

Independence

State

Zip

41051-7725

PURPOSE OF DISCLOSURE FORM: Completion of this form shall satisfy the requirements of KRS 324.360 that mandates the "seller's disclosure of conditions" relevant to the listed property. This disclosure is based on the Seller's knowledge of the property's condition and the improvements thereon, however that knowledge was gained. This disclosure form shall not be a warranty by the Seller or real estate agent and shall not be used as a substitute for an inspection or warranty that the purchaser may wish to obtain. This form is a statement of the conditions and other information about the property known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering, or any other specific areas related to the construction or condition of the property or the improvements on it. Unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. The Buyer is encouraged to obtain his or her own professional inspections of this property.

INSTRUCTIONS TO THE SELLER(S): (1) Answer every question truthfully. (2) Report all known conditions affecting the property, regardless of how you know about them or when you learned. (3) Attach additional pages, if necessary, with your signature and the date and time of signing. (4) Complete this form yourself or sign the authorization at the end of this form to authorize the real estate agent to complete this form on your behalf in accordance with KRS 324.360(9). (5) If an item does not apply to your property, mark "not applicable." (6) If you truthfully do not know the answer to a question, mark "unknown." (7) If you learn any fact prior to closing that changes one or more of your answers to this form after you have completed and submitted it, immediately notify your agent or any potential buyer of the change in writing.

SELLER'S DISCLOSURE: As Seller(s), I / we disclose the following information regarding the property. This information is true and accurate to the best of my / our knowledge as of the date signed. Seller(s) authorize(s) the real estate agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. The following information is not the representation of the real estate agent.

Answer all questions to the BEST OF YOUR KNOWLEDGE. Attach additional sheets as necessary.

1. PRELIMINARY DISCLOSURES	N/A	YES	NO	UNKNOWN
a. Have you ever lived in the house? If yes, please indicate the length of time:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. List the date (month / year) you purchased the house.				
c. Do you own the property as (an) individual(s) or as representative(s) of a company?				
Explain:				
d. Has the house been used as a rental? If yes, length of time rented?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Has this house ever been vacant (not lived-in) for more than three (3) consecutive months?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Has this house ever been used for anything other than a residence?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain:				

Page 1 of 5

Seller Initials

Date/Time

Buyer Initials

Date/Time

Seller Initials

Date/Time

KREC Form 402 12/2022

Buyer Initials

Date/Time

PROPERTY ADDRESS: **2367 Moffett Rd****Independence**

41051-7725

2. HOUSE SYSTEMS

Whether or not they have been corrected, state whether there have been problems affecting:

	N/A	YES	NO	UN- KNOWN
a. Plumbing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Electrical system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Ceiling and attic fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Security system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Chimneys, fireplaces, inserts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Pool, hot tub, sauna	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Cooling/air conditioning system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Water heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please explain any deficiencies noted in this Section and/or corrections or repairs to resolve these problems:

3. BUILDING STRUCTURE

Whether or not they have been corrected, state whether there have been problems affecting:

	N/A	YES	NO	UN- KNOWN
1) The foundation or slab	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) The structure or exterior veneer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) The floors and walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) The doors and windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. 1) Has the basement ever leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) If so, when did the basement last leak?				
3) Have you ever had any repairs done to the basement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) If you have had basement leaks repaired, when was the repair done?				
5) If the basement presently leaks, how often does it leak? (e.g., every time it rains, only after an extremely heavy rain, etc.)				

Explain:

c. Have you experienced, or are you aware of, any water or drainage problems in the crawl space?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Are you aware of any damage to wood due to moisture or rot?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Are you aware of any present or past wood infestation (e.g., termites, borers, carpenter ants, fungi, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Are you aware of any damage due to wood infestation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1) Has the house or any other improvement been treated for wood infestation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) If yes, by whom?				
3) Is there a warranty?				

Please explain any deficiencies noted in this Section and/or corrections or repairs to resolve those problems:

4. ROOF

How old is the roof covering? Age of the roof if known:

	N/A	YES	NO	UN- KNOWN
b. Has the roof leaked at any time since you have owned or lived at the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Has the roof leaked at any time before you owned or lived at the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. When was the last time the roof leaked?				
e. Have you ever had any repairs done to the roof?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Page 2 of 5

Seller Initials

Date/Time

Buyer Initials

Date/Time

Seller Initials

Date/Time

KREC Form 402 12/2022

Buyer Initials

Date/Time

PROPERTY ADDRESS: **2367 Moffett Rd****Independence**

41051-7725

f. Have you ever had the roof replaced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If so, when?				
g. If the roof presently leaks, how often does it leak? (e.g., every time it rains, only after an extremely heavy rain, etc.)				
Explain:				
h. Have you ever had roof repairs that involved placing shingles on the roof instead of replacing the entire roof covering? If so, when?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please explain any deficiencies noted in this Section and/or corrections or repairs to resolve those problems:				
5. LAND / DRAINAGE	N/A	YES	NO	UN- KNOWN
a. Whether or not they have been corrected, state whether there have been problems affecting:				
1) Soil stability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Drainage, flooding, or grading	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Erosion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Outbuildings or unattached structures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the house located within a Special Flood Hazard Area (SFHA) mandating the purchase of flood insurance for federally backed mortgages?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If so, what is the flood zone?				
c. Is there a retention / detention basin, pond, lake, creek, spring, or water shed on or adjoining this property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please explain any deficiencies noted in this Section and/or corrections or repairs to resolve those problems:				
6. BOUNDARIES	N/A	YES	NO	UN- KNOWN
a. Have you ever had a staked or pinned survey of the property performed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are you in possession of a copy of any survey of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Are the boundaries marked in any way?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain:				
d. Do you know the boundaries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain:				
e. Are there any encroachments or unrecorded easements relating to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain:				
7. WATER	N/A	YES	NO	UN- KNOWN
a. Source of water supply:				
b. Are you aware of below normal water supply or water pressure?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Has your water ever been tested? If so, attach the results or explain.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain:				
8. SEWER SYSTEM	N/A	YES	NO	UN- KNOWN
a. Property is serviced by:				
1. Category I: Public Municipal Treatment Facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Category II: Private Treatment Facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Category III: Subdivision Package Plant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Category IV: Single Home Aerobic Treatment System (HOME PACKAGE PLANT)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Category V: Septic Tank with drain field, lagoon, wetland, or other onsite dispersal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Category VI: Septic Tank with dispersal to an offsite, multi-property cluster treatment system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Category VII: No Treatment/Unknown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name of Servicer:				
b. For properties with Category IV, V, or VI systems				
Date of last inspection (sewer):				
Date of last inspection (septic):		Date last cleaned (septic):		
c. Are you aware of any problems with the sewer system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Page 3 of 5

Seller Initials

Date/Time

Buyer Initials

Date/Time

Seller Initials

Date/Time

KREC Form 402 12/2022

Buyer Initials

Date/Time

PROPERTY ADDRESS: **2367 Moffett Rd****Independence**

41051-7725

Please explain any deficiencies noted in this Section:

9. CONSTRUCTION / REMODELINGN/A YES NO UN-
KNOWN

a. Have there been any additions, structural modifications, or other alterations made?

☐ ☐ ☐ ☐

b. If so, were all necessary permits and government approvals obtained?

☐ ☐ ☐ ☐**Explain:****10. HOMEOWNERS ASSOCIATION (HOA)**N/A YES NO UN-
KNOWN

a. 1) Is the property subject to any restrictions, rules, or regulations of a Homeowners Association?

☐ ☐ ☐ ☐

2) If yes, what is the annual or monthly assessment?

3) HOA Name:

HOA Primary Contact Name:

HOA Primary Contact Phone No. and email address:

b. Is the property a condominium?

☐ ☐ ☐ ☐

If yes, you must also complete KREC Form 404, the Condominium Seller's Certificate

c. Are you aware of any condition or legal action that may result in an increase in dues, taxes or assessments?

☐ ☐ ☐ ☐

d. Are any features of the property shared in common with adjoining landowners, such as walls, fences, driveways, etc.?

☐ ☐ ☐ ☐

e. Are there any pet or rental restrictions?

☐ ☐ ☐ ☐**Explain:****11. HAZARDOUS CONDITIONS**N/A YES NO UN-
KNOWN

a. Are you aware of any underground storage tanks, old septic tanks, field lines, cisterns, or abandoned wells on the property?

☐ ☐ ☐ ☐

b. Are you aware of any other environmental hazards? (e.g., carbon monoxide, hazardous waste, water contamination, asbestos, the use of urea formaldehyde, etc.)

☐ ☐ ☐ ☐**LEAD BASED PAINT DISCLOSURE REQUIREMENT**

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, which may cause certain health risks.

c. Was this house built before 1978?

☐ ☐ ☐ ☐

d. Are you aware of the existence of lead-based paint in or on this house?

☐ ☐ ☐ ☐**RADON DISCLOSURE REQUIREMENT**Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks, including lung cancer. The Kentucky Department for Public Health recommends radon testing. For more information, visit chfs.ky.gov and search "radon."

e. 1) Are you aware of any testing for radon gas?

☐ ☐ ☐ ☐

2) If yes, what were the results?

f. 1) Is there a radon mitigation system installed?

☐ ☐ ☐ ☐

2) If yes, is it functioning properly?

☐ ☐ ☐ ☐**METHAMPHETAMINE CONTAMINATION DISCLOSURE REQUIREMENT**

A property owner who chooses NOT to decontaminate a property used in the production of methamphetamine MUST make written disclosure of methamphetamine contamination pursuant to KRS 224.1-410(10) and 902 KAR 47:200. Failure to properly disclose methamphetamine contamination is a Class D Felony under KRS 224.99-010.

g. 1) Is the property currently contaminated by the production of methamphetamine?

☐ ☐ ☐ ☐

2) If no, has the property been professionally decontaminated from methamphetamine contamination?

☐ ☐ ☐ ☐**Explain:****12. MISCELLANEOUS**N/A YES NO UN-
KNOWN

a. Are you aware of any existing or threatened legal action affecting this property?

☐ ☐ ☐ ☐

b. Are there any assessments other than property assessments that apply to this property (e.g. sewer assessments)?

☐ ☐ ☐ ☐

Page 4 of 5

Seller Initials

Date/Time

Buyer Initials

Date/Time

Seller Initials

Date/Time

KREC Form 402 12/2022

Buyer Initials

Date/Time

PROPERTY ADDRESS: **2367 Moffett Rd**

Independence

41051-7725

c.	Are you aware of any violations of local, state, or federal laws, codes, or ordinances relating to this property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d.	Are there any transferable warranties?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explain:

e.	Has this house ever been damaged by fire or other disaster?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
----	---	--------------------------	--------------------------	--------------------------	--------------------------

Explain:

f.	Are you aware of the existence of mold or other fungi on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g.	Has this house ever had pets living in it?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explain:

h.	Is this house in a historic district or listed on any registry of historic places?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
----	--	--------------------------	--------------------------	--------------------------	--------------------------

13. ADDITIONAL INFORMATION

N/A YES NO UN-KNOWN

Do you know anything else about the property that that should be disclosed to the Buyer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------	--------------------------	--------------------------

If yes, please provide details in the space provided, below. Attach additional sheets, as necessary.

14. SELLER(S) CERTIFICATION (CHOOSE ONE)

☐ As Seller(s) I / we hereby certify that the information disclosed above is complete and accurate to the best of my / our knowledge and belief. I / we agree to immediately notify Buyer in writing of any changes that become known to me / us prior to closing.

Seller Signature Lawrence Rasche	Date	Seller Signature Susan J Rasche	Date
---	------	--	------

☐ As Seller(s) I / we hereby certify that my / our Real Estate Agent, _____ (print name) has completed this form with information provided by me / us at my / our direction and request. I / we further agree to hold the above-named agent harmless for any representations that appear on this form, in accordance with KRS 324.360(9).

Seller Signature Lawrence Rasche	Date	Seller Signature Susan J Rasche	Date
---	------	--	------

☐ As Seller(s) I / we refuse to complete this form and acknowledge that the Real Estate Agent will so inform the Buyer.

Seller Signature Lawrence Rasche	Date	Seller Signature Susan J Rasche	Date
---	------	--	------

☐ The Seller(s) refuse(s) to complete this form or to acknowledge such refusal.

Principal Broker / Real Estate Agent Print Name Douglas Garner	Principal Broker / Real Estate Agent Signature <i>Douglas Garner</i>	Date 07/02/2024
--	---	---------------------------

The Buyer(s) hereby certifies they have received a copy of this Seller's Disclosure of Property form.

Buyer Signature	Date	Buyer Signature	Date
-----------------	------	-----------------	------

Seller Initials _____ Date/Time _____

Buyer Initials _____ Date/Time _____

Seller Initials _____ Date/Time _____

Buyer Initials _____ Date/Time _____

File: 84503

Address: 2367 Moffett Road
Independence, Kentucky 41051

CERTIFICATE OF TITLE EXAMINATION

TO: Doug Garner

This is to certify that I have made a careful examination of the public records in the County Courthouse as indicated, as relates to the following described real estate:

Group: Independence
PIDN: 049-00-00-066.00

See Attached Exhibit "A" for legal description.

This examination was made through the 13th day of August, 2024 at 7:00 a.m. and in my opinion, fee simple title as of the date of such examination was vested in Lawrence Rasche and Susan J. Rasche, husband and wife, jointly, with the right of survivorship, as shown in a deed from Albert E. Schryer and Augeline M. Schryer, husband and wife, and Frank Antonaci, a single man, dated 8-21-80 and recorded 9-11-80 in Deed Book 242, page 229 of the Kenton County, Kentucky, Clerk's records, and subject to the following:

I. TAXES: TAXES:

(1) AMOUNT OF LAST CITY & COUNTY TAXES

- (a) City:** N/A
- (b) County:** Kenton, 2023, Bill #55097, \$1,675.30 paid
- (c) Valuation:** \$176,200.00

(2) ESTIMATED TAXES FOR 2024

- (a) City:** N/A
- (b) County:** Kenton, estimated amount due in October, 2024 is \$1,675.30
- (c) Estimated Valuation:** \$176,200.00

II. MORTGAGES: None

III. RESTRICTIONS & CONDITIONS:

1. Payment of the 2024 and all subsequent years' taxes assessed a lien but not yet due and payable.

IV. EASEMENTS:

1. Easement for utilities to Citizens Telephone Co. as shown in Misc. Book 4, page 368.

V. OTHER DEFECTS & REQUIREMENTS: None

VI. ADDITIONAL NOTES:

1. The scope of this title examination includes at least one arms-length transaction.
2. Acreage is listed for identification purposes only, and is not insured.

This title report does not make any representations with regard to (a) any parties in possession; (b) deficiencies in quantities of land; (c) boundary line disputes; (d) roadways; (e) any unrecorded easements; (f) any unrecorded liens; (g) accuracy of the index books of the County Clerk; (h) any matter not of public record which would be disclosed by an accurate survey or inspection of the premises; (i) any undisclosed heirs; (j) any fraud or forgery in connection with any of the instruments in the chain of title; (k) mental incompetence; (l) confusion with regard to the name or proper identity of the parties; (m) improprieties with regard to delivery of deed; (n) marital rights (spouse or former spouse dower interests); (o) any instrument executed by a minor; (p) lack of corporate capacity in the event there is corporation in the chain of title; (q) any facts that would be revealed by examination of the records of the State Courts; (r) any questions of security interest or liens under the Uniform Commercial Code; (s) any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting, regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

These items listed in the above paragraph are matters which would not be revealed by an examination of the record of the County Clerk, and therefore, matters in which we have no means of securing the necessary information. The matters under (a), (b), (c), (d) and (e) could be protected against by an accurate survey by a qualified licensed surveyor. Item (f) may be revealed by an inspection of the premises for new improvements. Items (g) through (r) may be insured against by the purchase of title insurance, and should you have any questions concerning these items, we would be pleased to discuss the same with you.

This Certificate of Title Examination covers the time period from 6-23-1974 through 8-13-2024 at 7:00 a.m.

Respectfully Submitted,



Ronald G. Mullen
Attorney at Law
2362 Grandview Drive
Ft. Mitchell, KY 41017
(859) 344-1919

EXHIBIT "A"

Group No.: Independence

PIDN: 049-00-00-066.00

Parcel No. 1: Lying and being in the State of Kentucky and Country of Kenton, located on the south side of Moffett Road approximately one mile east of its intersection with Kentucky Highway #17 and is described thus:

Beginning at a point in the right of way of Moffett Road a corner with the exception; thence with the said right of way S. 64-35 E. 61.17 feet to a post; thence with the original east tract line for six calls, S. 14-47 E. 120.99 feet to a post; thence S. 20-58 E. 143.65 feet to a post; thence S. 13-42 E. 149.77 feet to a post; thence S. 17-31 E. 269.8 feet to a post; thence S. 0-05 W. 171.42 feet to a post; thence S. 2-39 E. 126.9 feet to a stake; thence with a line partitioning the original 31 acre tract S. 80-22-10 W. 573.31 feet to a stake in the west tract line; thence with said line for five calls N. 3-41-43 E. 126.9 feet to a post; thence N. 18-55 W. 190.82 feet to a post; thence N. 6-35 E. 319.59 feet to a post; thence N. 8-06 E. 254.19 feet to a post; thence N. 47-14 E. 170.94 feet to a post, a corner with the exception of two calls S. 65-59-26 E. 83.04 feet to a post; thence N. 35-10 E. 143.0 feet to the beginning, containing 11.08 acres.

Parcel No. 2: Lying on Moffett Road, 1.3 miles east of Kentucky Route #17 and being a part of the lands of Leslie D. Wright, described as follows:

Beginning at a stake in the south line of Moffett Road and a corner to Stanley Miller; thence with Miller's line S. 17° E. 154 feet to a stake; thence N. 67° 40' E. 83 feet to a stake; thence N. 22° 20' W. 143 feet to a stake in the south line of Moffett Road; thence with said road line S. 67° 40' W. 50 feet to the place of beginning, containing 0.23 acres, as shown by survey made by M. Prater, engineer, September 10, 1962.

IRREVOCABLE OFFER TO PURCHASE FOR REAL ESTATE ASSETS - (the "Contract")Agent of the Seller:

Northern Kentucky Auction LLC, Auctioneer / CENTURY 21 Garner Properties, Broker
 All notices to be sent to: 5285 Madison Pike Independence, Kentucky 41051 859-363-9900

This is a legally binding Contract to purchase real estate, if any party does not understand any portion of this Contract, please contact competent legal counsel

1. The undersigned Buyer, through the Agent, hereby offers to purchase from the Seller, Lawrence & Susan J Rasche (the "Seller"), the following described real property along with all improvements, attachments, and appurtenances; subject to normal and standard title exceptions such that any nationally recognized title company would insure and of record in Kenton County, Kentucky.

sample sample sample (the "Buyer"), offers for the Property the following amount in United States funds

High Bid Price: \$ _____
 + 10% Buyer's Premium: \$ _____ (the "Premium")
 =Total Sale Price: \$ _____ (the "Total Sale Price")
 Total Deposit (20% of Total Sale Price): \$ _____ (the "Deposit")

The Total Sale Price less credit for non-refundable deposits shall be paid in full with cash (certified funds or wire transfer) at or prior to settlement/closing date referenced in Section 6 of this Contract. The Buyer hereinafter tenders to Kentucky Land Title the ("Designated Escrow Agent") the sum of \$ _____ with this Contract for a total of twenty percent (20%) of the Total Sale Price, which in its entirety will be the good faith escrow deposit. The disposition of the Deposit is referenced in Section 8 of this Contract.

Property Address: 2367 Moffett Rd Independence (Kenton County) KY 41051

Kenton County PVA Parcel ID: 049-00-00-066.00

Legal Description: See attached "Exhibit A"

Collectively, (the "Property")

The balance of the Total Sale Price shall be paid by the Buyer in the following manner: Buyer shall tender to Kentucky Land Title (the "Designated Closing Agent") the balance of the Total Sale Price in cash, or equivalent, at or prior to closing. Seller will tender to Buyer a deed granting to the Buyer an unencumbered marketable title to the Property to be conveyed by Special Warranty Deed, free and clear of all liens and encumbrances, with the usual covenants such as any title company will insure, subject to easements of record, current or prior homeowner or condominium association covenants, conditions and/or restrictions, future assessments, taxes, and restrictive covenants of record as to the use and improvement of the Property. If Seller is unable to furnish marketable title, as described herein, on the date set for closing, the Buyer agrees that the Seller shall be granted a period of ninety (90) additional days from the contractual closing deadline listed in Section 6 of this Contract to cure any defects. If Seller fails to deliver unencumbered marketable title, as provided herein within the ninety (90) day timeframe outlined above, Buyer, as its sole remedy, may terminate this Contract and the Deposit shall be returned to Buyer. The sale is subject to applicable zoning or use regulations imposed by any local or state authority, but approval for use, development or subdivision is not a condition or contingency of closing.

2. Title Insurance: At close of escrow or contract settlement the Buyer may elect to purchase, at its expense, title insurance covering the title and transfer of the Property.

3. Inspection by Buyer, Condition of Property and Release of Liability: The Buyer acknowledges and agrees that the Property is being conveyed by Seller in "AS IS and WHERE IS" condition, that Buyer is fully familiar with the condition of the Property, and the Buyer is buying the Property based solely on Buyer's knowledge and research of the Property and not in reliance on any representation made by Seller, Agent, or employee of the Seller. The Seller will not be providing any Property disclosures to the Buyer. Seller expressly disclaims any representations or warranties of any kind regarding the Property except as expressly set forth herein, including, without limitation, any representations or warranties regarding the physical condition, conformity of zoning or uses and/or any environmental compliance of the Property. Buyer releases, fully and unconditionally, the Seller and Agent from any and all liability relating to any defect or deficiency affecting said real estate; this and all other releases in this Contract shall survive the closing of this transaction, indefinitely.

Initials; sample ; _____ ; _____

The Buyer has made all inspections of the Property and agrees to purchase the Property "AS IS and WHERE IS", without reservation or further condition upon the Seller. The Seller and Agent grant no warranties of any kind, either expressed or implied with respect to the condition, merchantability, standards, or suitability of the Property for the Buyer. Further defined for the benefit of the Buyer; the Seller and Agent make no warranty to the environmental condition of said Property, and by signing this Contract, the Buyer fully and unconditionally releases the Seller, Agent, their employees, associates, and internal independent contractors from any and all liability regarding environmental condition.

The Property is being sold to Buyer subject to the current recorded legal description. Should the Buyer elect to have a survey conducted prior to or after close of escrow which reveals a discrepancy between the information provided by the Seller or its Agent, there will be no price or terms adjustments by the Seller. The Buyer is accepting the Property in its "AS IS and "WHERE IS" condition, which is directly applicable to a survey, subdivision of the whole Property or boundary measurement of the Property including any improvements thereon.

The materials, data or other information provided to Buyer with respect to the Property, including, without limitation, any information supplied by the Agent is provided only for Buyer's convenience in making its own examination and determination with respect to the Property and, in so doing, the Buyer has relied exclusively on its own independent investigation and evaluation of every aspect of the Property prior to making an offer or bid, and not on any material or information supplied by Seller or its Agent. Buyer expressly disclaims any intent to rely on any such materials or information provided to it by Seller or Agent in connection with its inspection and review of the Property and agrees that it shall rely solely on its own independently developed or verified information.

4. Agency Representation: All parties acknowledge that Northern Kentucky Auction LLC and CENTURY 21 Garner Properties solely represent the interests of the Seller in this transaction as Agent of the Seller. Nothing contained within this Contract, oral statements, sale memoranda, advertising, or information packages will be construed to interpret the status of the Agent as any type of agency other than Agent of the Seller. Any other licensee that may represent the winning bidder(s), as acknowledged by the Agent through an Auction Broker Registration Agreement, and as such is participating in the transaction, shall solely be responsible for providing all legally necessary agency disclosures along with all auction and Property information to their client(s) with exact copy to Northern KentuckyAuction LLC.

5. Time is of the Essence in this Contract. Notice is hereby granted that the timelines noted in this Contract must be strictly adhered to in order to avoid a default. In the event the Buyer fails to perform according to the terms of this Contract, the Deposit will be considered forfeited as liquidated damages, not as a penalty, without delay or need for further agreement or release and applied against Seller's damages without affecting any of the Seller's further remedies it may have at law or in equity. The Designated Escrow Agent enters this Contract for the sole purpose of acknowledging its obligation of collecting and holding the Deposit and will abide by the terms and conditions of this Contract should a default or dispute arise in regard to this Contract.

BUYER ACKNOWLEDGES THAT THIS CONTRACT IS FOR A CASH PURCHASE AND IS NOT CONTINGENT UPON FINANCING, CONDITION OR OTHER APPROVALS; THE BUYER WILL FORFEIT ITS DEPOSIT UPON DEFAULT OF THIS CONTRACT, AND MAY INCUR OTHER SANCTIONS ALLOWED BY LAW OR IN EQUITY.

6. Closing and Possession: Closing shall occur on or before 30 Days after the Purchase Agreement Date. The Seller will pay for deed preparation, pre-auction title search, their share of prorated taxes, and their own attorney fees, if any. The Buyer shall pay all other costs of closing and transfer. If a land survey has been undertaken for the auction event or private sale the Buyer and Seller agree to equally divide the costs related to the survey completion, approvals by governmental agencies for the survey, and/or recording of the survey/plat with the county's recorder's office. If an event constituting "Force Majeure" causes services essential for closing to be unavailable, closing date shall be extended as provided below:

Initials: SAMPLE : _____ : _____

FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is disrupted, delayed, caused, or prevented by Force Majeure. "Force Majeure" means hurricanes, epidemic and/or pandemics, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods will be extended a reasonable time (to be interpreted as fifteen (15) calendar days) after the Force Majeure no longer prevents performance under this Contract.

Buyer hereby acknowledges and agrees that in the event the Buyer chooses to utilize the services of a title agency or attorney other than the Designated Closing Agent for the purpose of conducting the closing and providing title insurance, the Buyer is fully responsible for all costs incurred by the Designated Closing Agent that are not listed as a cost to the Seller, as outlined in Section 6. These expenses and fees shall be listed as a Buyer responsibility on the closing settlement statement, and all costs incurred by the Designated Closing Agent shall be paid by Buyer, at closing.

7. Payment of Real Estate Taxes, Leases, Owner Association Fees or Dues: All real estate taxes for the year in which the Property is sold shall be prorated to the date of closing, as is standard and common practice to the area in which the Property is located. All delinquent taxes, if any, shall be paid by the Seller from the first proceeds of closing.

8. Non-Refundable Deposit: Buyer has tendered to the Designated Escrow Agent certified funds or cash in the amount of \$_____ as evidence of earnest money binding this Contract. The Deposit must be equal to twenty percent (20%) of the Total Sale Price. The Deposit will be held in the client trust account of the Designated Escrow Agent.

9. Seller Default: In the event that the Seller defaults hereunder, Buyer shall solely be entitled to a return of the Deposit. The Buyer shall not be entitled to seek damages, penalty, or specific performance from the Seller.

10. Effective Date: The effective date of this Contract is agreed to be the date on which the last of the parties accepts and enters into this Contract.

11. Electronic Transmission: Any copy of this Contract, either by facsimile or duplicated via electronic means and delivered to either party, shall have the same force and effect of the original document.

12. Counterparts: This Contract may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute the same instrument.

13. Assignment of Contract: This Contract is assignable by the Buyer with written notice to the Seller, its counsel, and Agent. The assignee and assignor shall be fully bound to the terms contained herein until escrow is closed.

14. Irrevocable Offer: This offer will remain valid, irrevocable, and available for the Seller acceptance for five (5) business days after delivery of the offer to the Seller, its counsel, or Agent. If this offer is submitted in a sale subject to a state or federal court action, including U.S. Bankruptcy Court, wherein court approval is required for final disposition then Seller's acceptance is fully contingent and conditioned upon the court's approval and final order, the Buyer unconditionally agrees to not withdraw, alter, or remand this Contract during the period of court approval.

15. Risk of Loss: All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until the transaction is closed. Buyer is cautioned and requested to obtain hazard insurance to protect its equitable interest in the improvements on the Property by placing a binder of insurance on the Property upon the acknowledgment of this Contract. Should Buyer undertake to bind this Property a copy of the certificate of insurance (or similar instrument) shall be provided to the Agent without undue delay.

16. Fair Housing and Non-Discrimination: All parties acknowledge that this sale and transaction has been conducted without regard to race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, military status, disability, or ancestry.

Initials: SAMPLE ; _____ ; _____

17. Venue and Procedure for Dispute Settlement: The sole venue and exclusive jurisdiction for settlement of any and all disputes shall be the courts in Owen County, Kentucky. This Agreement will be interpreted by the laws of the Commonwealth of Kentucky. The Buyer and Seller further agree that the prevailing party in any legal action shall have the right to be reimbursed for all costs, fees, and expenses, including, but not limited to, reasonable legal fees for enforcement or defense of its rights under this Contract. The Buyer and Seller further indemnify and release the Agent from any and all liability related to this transaction that is the subject of this Contract.

18. Prohibition to Recordation of Contract: The parties agree they will not present for filing to any recorder or county clerk's office this Contract, and further, all parties are prohibited and disabled from any recordation.

19. Auction Signage Removal: Upon closing and transfer of title to Buyer, the Buyer hereby accepts responsibility for the removal of all signage placed on the Property for the purpose of promoting the auction sale.

20. Survivorship of Contract: This Contract, amendments, attachments, and codicils shall be binding on all parties, their heirs, administrators, assigns and trustees that may be assigned by previous agreement, corporate resolution and/or the binding will or estate instructions as applicable.

The undersigned Buyer and Seller agree they have read the entire contents of this Contract, they agree that all terms of this transaction are contained in this Contract and acknowledge receipt of a copy of it. This offer will remain valid, irrevocable, and available for the Seller' acceptance. This is a legally binding Contract; if you do not understand this Contract, consult qualified legal counsel.

Receipt for Deposit, Acceptance and Acknowledgement of the forgoing Contract by the Buyer

Buyer's Signature: X _____ Date: _____ Time: _____

Buyer's Printed Name: _____ Title: _____

Buyer's Signature: X _____ Date: _____ Time: _____

Buyer's Printed Name: _____ Title: _____

Company Name: _____

Type of Ownership: (please check only one)

_____ CORPORATION organized under the laws of the State of _____

_____ GENERAL PARTNERSHIP organized under the laws of the State of _____

_____ LIMITED PARTNERSHIP organized under the laws of the State of _____

_____ LIMITED LIABILITY COMPANY organized under the laws of the State of _____

_____ INDIVIDUAL(s) resident of the State(s) of _____

_____ OTHER (indicate type of entity and state of organization: _____)

Buyer's Address: _____

Telephone: _____, Fax: _____, Mobile: _____

Email Address: _____

Initials: SAMPLE; _____; _____

Acceptance of the Contract by the Seller

The undersigned Seller agrees to accept the Buyer's offer for the Property, if this sale is conditioned upon final approval of a court of adequate jurisdiction, then the Seller's acceptance is not final until an order of the court approves the sale.

SELLER: SAMPLE SAMPLE SAMPLE SAMPLE

BY: _____ Date: 08/13/2024 Time: 11:23 a.m

Name: _____ Title: _____

Acceptance of Good Faith Deposit by Escrow Agent

The Designated Escrow Agent agrees that by accepting the Buyer's non-refundable Deposit per the terms of this Contract that it agrees it will abide by all the terms and conditions affecting the Deposit and disposition of same including default by either Buyer or Seller.

BY: _____ Date: _____ Time: _____

Name: _____ Title: _____

DESIGNATED ESCROW/CLOSING AGENT

Contact: _____

Phone: _____

E-mail: _____

Initials: SAMPLE SAMPLE

EXHIBIT A
(LEGAL DESCRIPTION)

Initials; _____; _____; _____; _____