



# 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.

(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  12/27/24 2:19 PM	Date/Time
Signature	Date/Time



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<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: 217 Lytle Ave Elsmere 41018-2046

### 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



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## AGENCY CONSENT AGREEMENT – SELLER / LESSOR

The real estate agent who is providing you with this Agency Consent Agreement (“Agreement”) 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. (For purposes of this form, the term “seller” includes “lessor”.)

Seller(s)/Lessor(s): Robert J Wiebe

Property Address: 217 Lytle Ave Elsmere Ky 41018

### PART A

**(To be completed prior to entering into a written agreement to provide real estate brokerage services, including, but not limited to, a listing, advertising, or similar agreement.)**

The Principal Broker being retained is Doug Garner (name of Principal Broker)  
and Affiliate Agent Doug Garner (name of Affiliate Agent)  
of the Century 21 Garner Properties (name of Brokerage Company) Brokerage Company.

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

- ☒ Seller’s agent  
☐ Dual agent  
☐ Designated agent  
☐ Licensee(s) shall provide transactional brokerage services to seller(s) / lessor(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***.

Authentisign  
**ROBERT J WIEBE**

SELLER/LESSOR Signature

Robert J Wiebe

Printed Name

12/27/2024

DATE/TIME

SELLER/LESSOR Signature

Printed Name

DATE/TIME

## PART B

(To be completed at the time the licensee presents an offer to purchase, contract, or lease to the client. If and when PART B is completed, PART B supersedes PART A.)

### I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The Seller/Lessor is represented by Doug Garner of  
AFFILIATE AGENT  
Century 21 Garner Properties  
NAME OF BROKERAGE COMPANY 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 Seller/Lessor and another Affiliate Agent(s) in the same Brokerage Company  
 represents the Buyer/Lessee. 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 Company represents every "client" of the brokerage Company. Therefore,  
 Affiliate Agent(s) Doug Garner and Doug Garner 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**.

### III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

(Mark the appropriate box.)

Affiliate Agent Doug Garner and the Brokerage Company CENTURY 21 Garner Properties will:

- ☐ be a "dual agent" representing both parties in this transaction. 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, and they will protect all parties' confidential information.

OR

- ☒ represent only the (check one) ☒ Seller/Lessor or ☐ Buyer/Lessee. 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 Company 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.

☐ Unrepresented Party: The Principal Broker of the Company, and all affiliated licensees, do not act as an agent for a Party.

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 Affiliate Agent and Brokerage Company 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 Affiliate Agent and Brokerage Company 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 **Kentucky Real Estate Commission's A Guide to Agency Relationships**.

 **ROBERT J WIEBE**  
SELLER/LESSOR Signature

Printed Name

12/27/2024  
DATE/TIME

SELLER/LESSOR Signature

Printed Name

DATE/TIME

# 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



## 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.

## 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](mailto:kchr.mail@ky.gov)  
[www.kchr.ky.gov](http://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

## 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

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.

Kentucky Commission  
on Human Rights

PROTECTOR OF CIVIL RIGHTS  
VOICE FOR EQUALITY  
CATALYST FOR POSITIVE CHANGE



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RJW 12/27/24 2:19 PM

## Simple Steps To Protect Your Family From Lead Hazards

### If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



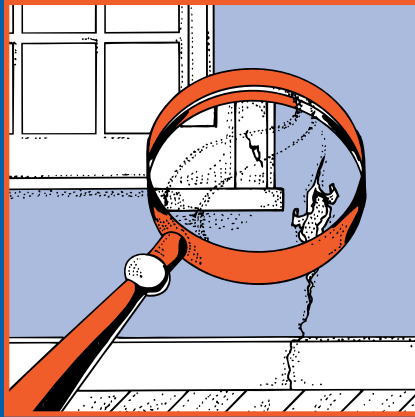
#### Recycled/Recyclable

Printed with vegetable oil based inks on recycled paper (minimum 50% postconsumer) process chlorine free.





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# Protect Your Family From Lead In Your Home

 **EPA** United States Environmental Protection Agency

 United States Consumer Product Safety Commission

 United States Department of Housing and Urban Development

## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

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**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

# IMPORTANT!

## Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

## Lead Gets in the Body in Many Ways

**Childhood lead poisoning remains a major environmental health problem in the U.S.**

**Even children who appear healthy can have dangerous levels of lead in their bodies.**

### **People can get lead in their body if they:**

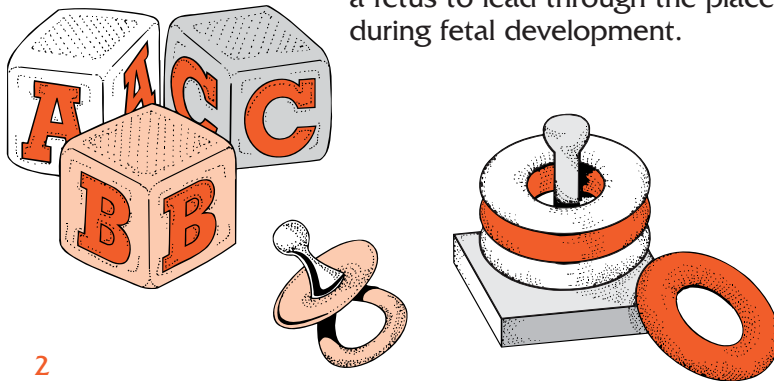
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

### **Lead is even more dangerous to children under the age of 6:**

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

### **Lead is also dangerous to women of childbearing age:**

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

### In children, lead can cause:

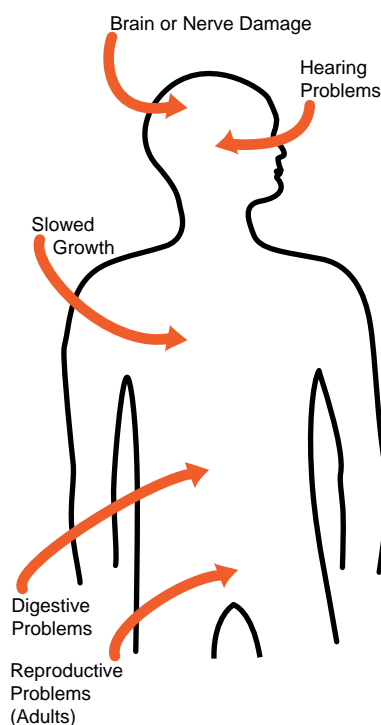
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

### In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects  
the body in  
many ways.**

## Where Lead-Based Paint Is Found

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**In general, the older your home, the more likely it has lead-based paint.**

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**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

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**Get your children and home tested if you think your home has high levels of lead.**

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**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.



## Identifying Lead Hazards

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**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

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## Checking Your Home for Lead

**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

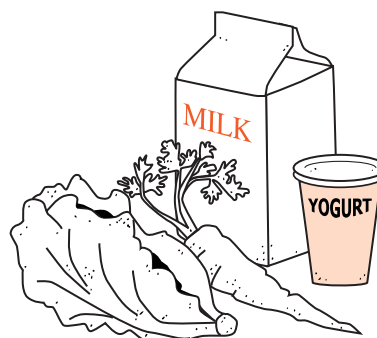
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

## What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



## Reducing Lead Hazards In The Home

**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

**Always use a professional who is trained to remove lead hazards safely.**



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

## Remodeling or Renovating a Home With Lead-Based Paint

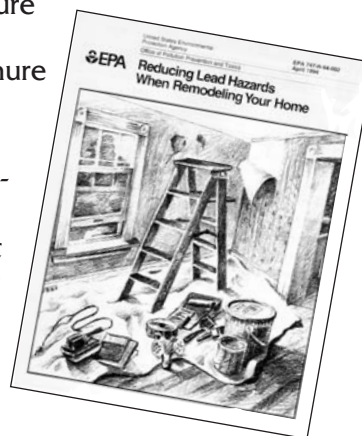
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**



## Other Sources of Lead

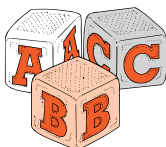


While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.



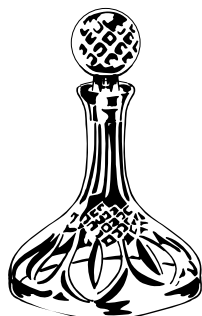
◆ Old painted **toys** and **furniture**.

◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.

◆ **Lead smelters** or other industries that release lead into the air.

◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.



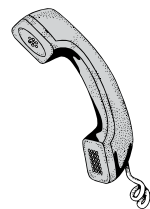


## For More Information

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### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **[www.epa.gov/lead](http://www.epa.gov/lead)** and **[www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/)**.

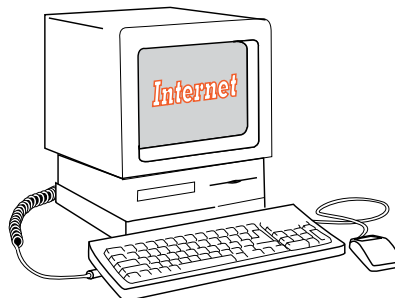


### EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **[www.cpsc.gov](http://www.cpsc.gov)**.



### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **[www.epa.gov/lead](http://www.epa.gov/lead)** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

## EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## CPSC Regional Offices

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Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

### **Eastern Regional Center**

Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

### **Western Regional Center**

Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

### **Central Regional Center**

Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

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Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

### **U.S. Department of Housing and Urban Development**

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003



# DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Copyright © 2003



## Lead Warning Statement

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

**Property Address:** 217 Lytle Ave, Elsmere, 41018-2046

## Seller's Disclosure (initial)

**RJW**

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

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

\_\_\_\_\_

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

**RJW**

(b) Records and Reports available to the seller (check one below):

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

\_\_\_\_\_

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

\_\_\_\_\_

## Purchaser's Acknowledgment (initial)

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

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

\_\_\_\_\_ (e) Purchaser has (check one below):

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

## Agent's Acknowledgment (initial)

**DG**

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

## Certification of Accuracy

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

**ROBERT J WIEBE**

12/27/2024

2:19 PM

Seller **Robert J Wiebe**

Date/Time

Purchaser

Date/Time

**Douglas Garner**

12/19/2024

5:23 PM

Listing Agent **Douglas Garner**

Date/Time

Selling Agent

Date/Time

REV 5/03


NORTHERN KENTUCKY ASSOCIATION OF REALTORS®  
7660 Turfway Rd. Suite 100 Florence, KY 41042  
Phone: 859-344-8400 Fax: 859-578-3745

InstanetFORMS

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

217 Lytle Ave, Elsmere, KY 41018-2046, Kenton County

APN: 004-30-15-010.00    CLIP: 3723325457

	MLS Beds	MLS Full Baths	Half Baths	Sale Price	Sale Date
	1	1	N/A	\$45,900	05/15/2012
	Bldg Sq Ft	Lot Sq Ft	Yr Built	Type	
	672	7,500	1941	SFR	

OWNER INFORMATION			
Owner Name	Wiebe Robert J	Tax Billing City & State	Elsmere, KY
Owner Occupied	Yes	Tax Billing Zip	41018
Tax Billing Address	217 Lytle Ave	Tax Billing Zip+4	2046

COMMUNITY INSIGHTS			
Median Home Value	\$229,523	School District	ERLANGER-ELSMERE INDEPENDENT
Median Home Value Rating	3 / 10	Family Friendly Score	72 / 100
Total Crime Risk Score (for the neighborhood, relative to the nation)	68 / 100	Walkable Score	81 / 100
Total Incidents (1 yr)	23	Q1 Home Price Forecast	\$243,897
Standardized Test Rank	31 / 100	Last 2 Yr Home Appreciation	15%

LOCATION INFORMATION			
Subdivision	Woodside Add/South Erlanger Su	Carrier Route	C097
Municipality	Erlanger	School District Name	Erlanger
School District	0003	Within 250 Feet of Multiple Flood Zones	No
Census Tract	657.00		

TAX INFORMATION			
Tax ID	004-30-15-010.00	Tax Appraisal Area	ELSMERE
Lot #	197	% Improved	78%
Tax Area	0003		
Legal Description	WOODSIDE PTS LOTS 197 THRU 201 & 204 50X150 IRREG		

ASSESSMENT & TAX			
Assessment Year	2024	2023	2022
Assessed Value - Total	\$112,000	\$112,000	\$50,500
Assessed Value - Land	\$25,000	\$25,000	\$10,000
Assessed Value - Improved	\$87,000	\$87,000	\$40,500
YOY Assessed Change (\$)	\$0	\$61,500	
YOY Assessed Change (%)	0%	121.78%	
Market Value - Total	\$112,000	\$112,000	\$50,500
Market Value - Land	\$25,000	\$25,000	\$10,000
Market Value - Improved	\$87,000	\$87,000	\$40,500
Tax Year	Total Tax	Change (\$)	Change (%)
2022	\$890		
2023	\$1,715	\$826	92.81%
2024	\$1,755	\$40	2.3%

CHARACTERISTICS			
Land Use - County	Single Family	Bedrooms	Tax: 2 MLS: 1
Land Use - CoreLogic	SFR	Total Baths	1
Lot Acres	0.1722	Full Baths	1
Lot Sq Ft	7,500	Heat Type	Forced Air
Lot Frontage	50	Basement Type	Tax: Full MLS: Block
Lot Depth	150	Bsmt Finish	Unfinished
Lot Shape	Y	Foundation	Concrete
# of Buildings	1	No. Parking Spaces	MLS: 1
Year Built	1941	Garage Capacity	MLS: 1
Stories	1	Roof Material	Composition Shingle
Building Sq Ft	672		

SELL SCORE			
Rating	Moderate	Value As Of	2024-12-15 04:36:00
Sell Score	528		

ESTIMATED VALUE			
RealAVM™	\$155,600	Confidence Score	75
RealAVM™ Range	\$137,200 - \$174,000	Forecast Standard Deviation	12
Value As Of	12/02/2024		

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal.

(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 50 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.

(3) The FSD denotes confidence in an AVM 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 an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

RENTAL TRENDS			
Estimated Value	1236	Cap Rate	6%
Estimated Value High	1392	Forecast Standard Deviation (FSD)	0.13
Estimated Value Low	1080		

(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.

LISTING INFORMATION			
MLS Listing #	401894	MLS Orig. List Price	\$51,495
MLS Status	Cancelled	MLS Status Change Date	05/17/2012
MLS Area	K06 - ELSMERE/ERLANGER	MLS Withdrawn Date	05/14/2012
MLS Listing Date	10/13/2011	List. Agent	432500029-Jane Ashcraft-West
MLS Current List Price	\$48,900	List. Broker	RE/MAX VICTORY + AFFILIATES

LAST MARKET SALE & SALES HISTORY			
Sale Date	05/15/2012	Owner Name	Wiebe Robert J
Recording Date	08/14/2012	Seller	Schneider Jo Ann
Sale Price	\$45,900	Document Number	C4923-84
Price Per Square Feet	\$68.30	Deed Type	Warranty Deed

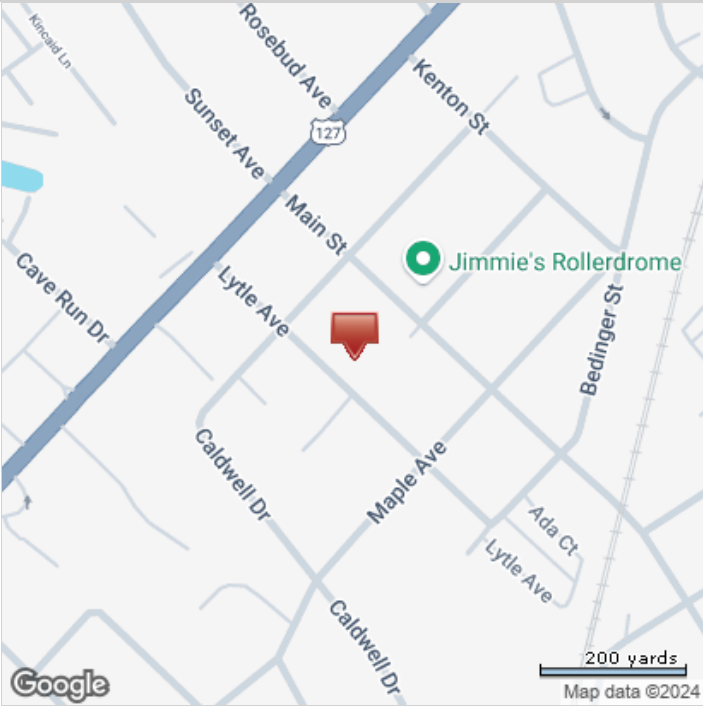
Sale/Settlement Date	12/21/2013	05/15/2012	09/1979
Recording Date	01/10/2014	08/14/2012	
Sale Price	\$39,330	\$45,900	
Buyer Name	Wiebe Robert J	Ensminger Frank & Elaine	Schneider Robert J & Jo Ann
Seller Name	Ensminger Frank & Elaine	Schneider Jo Ann	
Document Number	C5339-236	C4923-84	757-131
Document Type	Warranty Deed	Warranty Deed	Deed (Reg)



PROPERTY MAP



\*Lot Dimensions are Estimated



# 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

217 Lytle Ave

City

Elsmere

State

Ky

Zip

41018-2046

**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	UN- KNOWN
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?				
<b>Explain:</b>				
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"/>
<b>Explain:</b>				

Seller Initials

Date/Time

Buyer Initials

Date/Time

Seller Initials

Date/Time

Buyer Initials

Date/Time

PROPERTY ADDRESS: 217 Lytle Ave

Elsmere

Ky 41018-2046

## 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	age of system:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k.	Cooling/air conditioning system	age of system:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l.	Water heater	age of system:	<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

		N/A	YES	NO	UN- KNOWN
a. Whether or not they have been corrected, state whether there have been problems affecting:					
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.)				
<b>Explain:</b>					
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

		N/A	YES	NO	UN- KNOWN
a.	How old is the roof covering? Age of the roof if 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"/>

Seller Initials

Date/Time

Buyer Initials

Date/Time

Seller Initials

Date/Time

Buyer Initials

Date/Time

PROPERTY ADDRESS: 217 Lytle Ave Elsmere Ky 41018-2046

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.)				
	<b>Explain:</b>				
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:				
	<b>5. LAND / DRAINAGE</b>	<b>N/A</b>	<b>YES</b>	<b>NO</b>	<b>UN-KNOWN</b>
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:				
	<b>6. BOUNDARIES</b>	<b>N/A</b>	<b>YES</b>	<b>NO</b>	<b>UN-KNOWN</b>
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"/>
	<b>Explain:</b>				
d.	Do you know the boundaries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Explain:</b>				
e.	Are there any encroachments or unrecorded easements relating to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Explain:</b>				
	<b>7. WATER</b>	<b>N/A</b>	<b>YES</b>	<b>NO</b>	<b>UN-KNOWN</b>
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"/>
	<b>Explain:</b>				
	<b>8. SEWER SYSTEM</b>	<b>N/A</b>	<b>YES</b>	<b>NO</b>	<b>UN-KNOWN</b>
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"/>

Seller Initials

Date/Time

Buyer Initials

Date/Time

Seller Initials

Date/Time

Buyer Initials

Date/Time

PROPERTY ADDRESS: 217 Lytle Ave

Elsmere

Ky 41018-2046

Please explain any deficiencies noted in this Section:

**9. CONSTRUCTION / REMODELING**

N/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](http://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)? ☐ ☐ ☐ ☐

Seller Initials

Date/Time

Buyer Initials

Date/Time

Seller Initials

Date/Time

Buyer Initials

Date/Time

PROPERTY ADDRESS: 217 Lytle Ave Elsmere Ky 41018-2046

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"/>
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**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"/>
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### 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	Date	Seller Signature	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	Date	Seller Signature	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	Date	Seller Signature	Date
------------------	------	------------------	------

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

Principal Broker / Real Estate Agent Print Name	Principal Broker / Real Estate Agent Signature	Date
Douglas Garner		

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

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

File: 85057

Address: 217 Lytle Avenue  
Elsmere, KY 41018

## **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: 2742  
PIDN: 004-30-15-010.00

See Attached Exhibit "A" for legal description.

This examination was made through the 16th day of December, 2024 at 7:00 a.m. and in my opinion, fee simple title as of the date of such examination was vested in Robert J. Wiebe, unmarried, as shown in a deed from Frank Ensminger and Elaine Ensminger, husband and wife, dated 12-21-13 and recorded 1-10-14 in OR Book C-5339, page 236 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:** Elsmere, 2024, Bill #PIDN, \$398.72, due by 12/31/24
- (b) County:** Kenton, 2024, Bill #21654, \$1,789.20, paid
- (c) Tax Assessed Valuation:** \$112,000.00

#### **(2) ESTIMATED TAXES FOR 2025**

- (a) City:** Elsmere, estimated amount due in October, 2025 is \$398.72
- (b) County:** Kenton, estimated amount due in October, 2025 is \$1,753.42
- (c) Tax Assessed Valuation:** \$112,000.00



**II. MORTGAGES: None**

**III. RESTRICTIONS & CONDITIONS:**

1. Payment of the 2025 and all subsequent years' taxes assessed a lien but not yet due and payable.

**IV. EASEMENTS: None**

**V. OTHER DEFECTS & REQUIREMENTS:**

1. The 2023 City of Elsmere real estate tax bill is delinquent and \$709.30 is due by 12-31-24.
2. The 2022 City of Elsmere real estate tax bill is delinquent and \$463.28 is due by 12-31-24.
3. The 2021 City of Elsmere real estate tax bill is delinquent and \$245.52 is due by 12-31-24.
4. The 2020 City of Elsmere real estate tax bill is delinquent and \$268.89 is due by 12-31-24.
5. There is a City of Elsmere Tax Lien filed 7-5-24 at KC Book 293, page 1.
6. There is a City of Elsmere Tax Lien filed 8-2-23 at KC Book 239, page 211.

**VI. ADDITIONAL NOTES:**

1. The scope of this title examination includes at least one arms-length transaction.



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 1-1-1984 through 12-16-2024 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"**

PIDN: 004-30-15-010.00

Group: 2742

Being parts of Lots Nos. 197, 198, 199, 200, 201, and 204 of the Woodside Addition to South Erlanger Subdivision, Kenton County, described as follows:

Beginning on the northerly side of Lytle Avenue 50 feet westwardly from Willow Street, thence northwardly in a line parallel to and 50 feet westwardly from the westerly line of Willow Street, 150 feet to the northerly line of said Lot No. 204; thence westwardly with said northerly line 75 feet to the rear line of said Lot No. 204; thence southwardly with said rear line 25 feet to the southerly line of said Lot No. 204; thence eastwardly with said southerly line 25 feet; thence southwardly along the rear lines of Lots Nos. 201, 200, 199, 198, and 197, 125 feet to the northerly line 50 feet to the place of the beginning. The intention being to convey the westerly or rear 75 feet of Lot No. 204 of said Woodside Addition.

Return to:

Law Office of Thomas Rauf  
98 Garvey Avenue  
Elsmere, KY 41018

C5339 Pg 236

**GENERAL WARRANTY DEED**

Know all men by these presents:

That **FRANK ENSMINGER and ELAINE ENSMINGER**, husband and wife,

for and in consideration of \$39,330.42

To them paid by the Grantees herein, the receipt of which is hereby acknowledged, does bargain, sell and convey to

**ROBERT J. WIEBE**, an unmarried person,

Heirs and assigns, forever, the following described real estate located in the city of Elsmere, county of Kenton, and Commonwealth of Kentucky, to wit:

**Grantor Address:**

500 East Frogtown Road  
Walton, KY 41094

**Grantee Address:**

217 Lytle Ave.  
Elsmere, KY 41018

**Property Address:**

217 Lytle Ave.  
Elsmere, KY 41018

**Tax Mailing Address for 2014 Tax Bill:**

217 Lytle Ave.  
Elsmere, KY 41018

Group No.: 2742

PIDN: 004-30-15-010.00

Being parts of Lots Nos. 197, 198, 199, 200, 201, and 204 of the Woodside Addition to South Erlanger Subdivision, Kenton County, described as follows:

Beginning on the northerly side of Lytle Avenue 50 feet westwardly from Willow Street, thence northwardly in a line parallel to and 50 feet westwardly from the westerly line of Willow Street, 150 feet to the northerly line of said Lot No. 204; thence westwardly with said northerly line 75 feet to the rear line of said Lot No. 204; thence southwardly with said rear line 25 feet to the southerly line of said Lot No. 204; thence eastwardly with said southerly line 25 feet; thence southwardly along the rear lines of Lots Nos. 201, 200, 199, 198, and 197, 125 feet to the northerly line 50 feet to the place of the beginning. The intention being to convey the westerly or rear 75 feet of Lot No. 204 of said Woodside Addition.



Being the same property conveyed to Frank and Elaine Ensminger, husband and wife, by deed dated the 14<sup>th</sup> day of August, 2012, and recorded in Deed Book C4923, page 84 of the Kenton County Clerk's records at Covington, Kentucky.

Together with all the PRIVILEGES and APPURTENANCES to the same belonging.

TO HAVE and TO HOLD the same to the said

**ROBERT WIEBE**, an unmarried person,

heirs and assigns, forever, the Grantor, their heirs and assigns, HEREBY COVENANTING with the Grantees, their heirs and assigns, that the TITLE so conveyed is CLEAR, FREE AND UNENCUMBERED, and that she will WARRANT and DEFEND the same against all legal claims whatsoever.

IN WITNESS WHEREFOR, the said Grantor, FRANK and ELAINE ENSMINGER, husband and wife, hereunto set their hands this 21<sup>st</sup> day of December, 2013.


GRANTOR:

  
FRANK ENSMINGER, Grantor

  
ELAINE ENSMINGER, Grantor

COMMONWEALTH OF KENTUCKY  
COUNTY OF Bone

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December, 2013 by, FRANK ENSMINGER and ELAINE ENSMINGER, husband and wife, Grantors.

  
\_\_\_\_\_  
Signature of Notary Public



THOMAS A. RAUF  
Notary ID 434437  
Notary Public, Kentucky  
State At Large  
My Commission Expires  
January 7, 2015

Certification

Grantor and Grantee(s) both certify, under oath, that the transfer was for nominal consideration and that the fair market value of the property is the PVA value of \$45,900.00 and Grantee(s) join(s) in this deed for the sole purpose of making this certification regarding the consideration.

GRANTOR:

GRANTEE(S):

  
FRANK ENSMINGER, Grantor

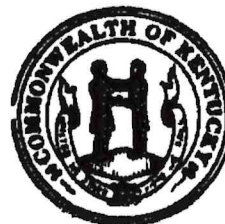
  
ROBERT J. WIEBE, Grantee

  
ELAINE ENSMINGER, Grantor

COMMONWEALTH OF KENTUCKY  
COUNTY OF Boone

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December, 2013 by, FRANK ENSMINGER and ELAINE ENSMINGER, husband and wife, Grantors.

  
Signature of Notary Public



THOMAS A. RAUF  
Notary ID 434437  
Notary Public, Kentucky  
State At Large  
My Commission Expires  
January 7, 2015

COMMONWEALTH OF KENTUCKY  
COUNTY OF Kenton

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December, Grantee, ROBERT J. WIEBE.

  
Signature of Notary Public



THOMAS A. RAUF  
Notary ID 434437  
Notary Public, Kentucky  
State At Large  
My Commission Expires  
January 7, 2015

**C5339** Pg **239**

I certify that I prepared the foregoing:



Thomas A. Rauf, Esq.  
98 Garvey Avenue  
Elsmere, KY 41018  
(859) 474-1130  
tom@tomrauf.com

TITLE NOT EXAMINED

Recorded	GABRIELLE SUMME
COVINGTON	KENTON COUNTY CLERK
Doc type:	DEED
Book / Page :	C - 5339 / 236 4pgs
Doc#:	14 01 10 059 00060
Dt/tw Recorded:	01/10/2014 10:38:27am
Total fees:	66.00 Tax: 46.00
Clerk name:	C RUST

**CITY OF ELSMERE TAX LIEN**

**IN RE: Wiebe Robert J.**  
217 Lytle Ave.  
Elsmere, KY 41018

**KENTON COUNTY CLERK**  
**07/05/2024 07:29:36 AM**

**\$46.00**  
**203767**

**Group No.: 2742 PIDN: 004-30-15-010.00**

**LIEN**

**CHERYL RUST**

**24070505900040**

**KC 293 1-2 2**




**Mailing Address:**

**Wieber Robert J.**  
217 Lytle Ave.  
Elsmere, KY 41018

Pursuant to the authority of KRS Chapter 92, KRS 134 and the applicable sections of the Elsmere Code of Ordinances, as the same may be amended from time to time, a statement of lien is hereby asserted by the City of Elsmere, Kentucky for unpaid and delinquent City of Elsmere Ad Valorem Taxes for the above referenced property. The City of Elsmere ("City"), a Kentucky Municipal Corporation of the Home Rule Class, with mailing address of 318 Garvey Ave., Elsmere, KY 41018 asserts that city ad valorem taxes are delinquent due in the face amount and owing as set forth in Exhibit "A", and that as a result, the City is entitled to a lien against the property and the person listed above for the full amount of such unpaid taxes, plus penalty, interest and costs. Furthermore, this lien which is hereby asserted by the City of Elsmere continues to accrue interest and penalty, and that the costs and fees associated with recording this lien and all efforts of collection shall be included in the amount of the lien upon such property and against such person from the date that such taxes were due until such time as the taxes are paid in full.

By:

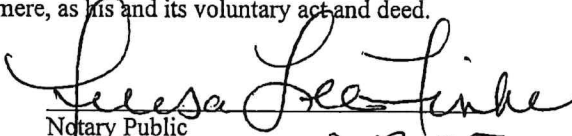
  
\_\_\_\_\_  
Greg D. Voss, City Attorney  
CITY OF ELSMERE, KY

COMMONWEALTH OF KENTUCKY :


: SS

COUNTY OF KENTON :

On this the 24<sup>th</sup> day of May, 2024 before me personally appeared Greg D. Voss, personally known to me, who executed the foregoing instrument, and acknowledged that he voluntarily executed the same on behalf of the City of Elsmere, as his and its voluntary act and deed.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires 2-8-27  
KYNP66062

This Document Prepared by:

  
\_\_\_\_\_  
Greg D. Voss, KBA 73429  
City Attorney, City of Elsmere  
318 Garvey Ave.  
Elsmere, KY 41018  
859-342-7911  
859-342-7910

Return Document To:  
City of Elsmere  
3921 Dixie Highway  
Elsmere, KY 41018





**CITY OF ELSMERE, 3921 DIXIE HWY., ELSMERE, KY 41018**

**2023 Delinquent - Property Tax Bill**

WIEBE ROBERT J  
217 LYTLE AVE  
ELSMERE KY 41018-2046

Property Location: 217 LYTLE AVE

Description	Assessed Value	Tax Value (Less Exemption)	Rate per \$1000	Tax Amount
Real Estate	\$112,000	\$112,000	2.10000	\$235.20
Street Tax	\$112,000	\$112,000	1.32000	\$147.84
<b>2023 Property Tax Detail</b>				<b>\$383.04</b>

**Total Property Taxes Owed**

Tax Year	5/31/2024	6/30/2024
2022	\$451.72	\$453.37
2021	\$233.75	\$235.43
2020	\$256.97	\$258.68
<b>Delinquent Total:</b>	<b>\$942.44</b>	<b>\$947.48</b>
<b>2023 Current Tax Amount:</b>	<b>\$440.49</b>	<b>\$444.32</b>
<b>Grand Total:</b>	<b>\$1,382.93</b>	<b>\$1,391.80</b>

**ATTENTION:**

- IF PAYMENT IN FULL IS NOT MADE BY MARCH 31, 2024, A LIEN MAY BE PLACED ON YOUR PROPERTY FOR THE AMOUNT OF THE DELINQUENCY AND COLLECTION COSTS.
- ANY PARTIAL PAYMENTS WILL BE CREDITED TO THE EARLIEST DELINQUENT TAX YEAR.
- POSTMARK PAYMENTS ARE NOT ACCEPTED, PAYMENTS MUST BE RECEIVED BY THE DEADLINE DATE AND TIME OF 5:00 PM.

(Please return bottom portion with payment)

**2023 Delinquent - Property Tax Bill**

CITY OF ELSMERE  
3921 Dixie Hwy.  
Elsmere, KY 41018

2023 Amount Due if:		
Paid By	5/31/2024	\$1,382.93
Paid By	6/30/2024	\$1,391.80

WIEBE ROBERT J  
217 LYTLE AVE  
ELSMERE KY 41018-2046



004-30-15-010.00

Amount Remitted: \$ \_\_\_\_\_  
Check Number: \_\_\_\_\_  
Make check payable to: CITY OF ELSMERE



9

**CITY OF ELSMERE TAX LIEN**

**IN RE: Wiebe Robert J.**  
**217 Lytle Ave.**  
**Elsmere, KY 41018**

**Group No.: 2742 PIDN: 004-30-15-010.00**

**Mailing Address:**  
**Wiebe Robert J.**  
**217 Lytle Ave.**  
**Elsmere, KY 41018**

**KENTON COUNTY CLERK**  
**08/02/2023 07:17:01 AM**  
**LIEN**  
**CHERYL RUST**  
**KC 239 211-212 2**


**\$46.00**  
**169009**

**23080205900078**




Pursuant to the authority of KRS Chapter 92, KRS 134 and the applicable sections of the Elsmere Code of Ordinances, as the same may be amended from time to time, a statement of lien is hereby asserted by the City of Elsmere, Kentucky for unpaid and delinquent City of Elsmere Ad Valorem Taxes for the above referenced property. The City of Elsmere ("City"), a Kentucky Municipal Corporation of the Home Rule Class, with mailing address of 318 Garvey Ave., Elsmere, KY 41018 asserts that city ad valorem taxes are delinquent due in the face amount and owing as set forth in Exhibit "A", and that as a result, the City is entitled to a lien against the property and the person listed above for the full amount of such unpaid taxes, plus penalty, interest and costs. Furthermore, this lien which is hereby asserted by the City of Elsmere continues to accrue interest and penalty, and that the costs and fees associated with recording this lien and all efforts of collection shall be included in the amount of the lien upon such property and against such person from the date that such taxes were due until such time as the taxes are paid in full.

By:


  
 \_\_\_\_\_  
 Greg D. Voss, City Attorney  
 CITY OF ELSMERE, KY

COMMONWEALTH OF KENTUCKY :  
 : SS  
 COUNTY OF KENTON :

On this the 19<sup>th</sup> day of July, 2023 before me personally appeared Greg D. Voss, personally known to me, who executed the foregoing instrument, and acknowledged that he voluntarily executed the same on behalf of the City of Elsmere, as his and its voluntary act and deed.

  
 Notary Public  
 My Commission Expires 9/22/2026  
 ID# KYNP593U

This Document Prepared by:

  
 \_\_\_\_\_  
 Greg D. Voss, KBA 73429  
 City Attorney, City of Elsmere  
 318 Garvey Ave.  
 Elsmere, KY 41018  
 859-342-7911  
 859-342-7910

Return Document To:  
 City of Elsmere  
 3921 Dixie Highway  
 Elsmere, KY 41018



**CITY OF ELSMERE, 318 GARVEY AVENUE, ELSMERE, KY 41018**

**2022 Delinquent - Property Tax Bill**

WIEBE ROBERT J  
217 LYTLE AVE  
ELSMERE KY 41018-2046

Property Location: 217 LYTLE AVE

Description	Assessed Value	Tax Value (Less Exemption)	Rate per \$1000	Tax Amount
Real Estate	\$50,500	\$50,500	1.95000	\$98.47
Street Tax	\$50,500	\$50,500	1.32000	\$66.66
<b>2022 Property Tax Detail</b>				<b>\$165.13</b>

**Total Property Taxes Owed**

Tax Year	7/31/2023	8/31/2023
2021	\$216.94	\$218.61
2020	\$239.95	\$241.66
<b>Delinquent Total:</b>	<b>\$456.89</b>	<b>\$460.27</b>
<b>2022 Current Tax Amount:</b>	<b>\$193.21</b>	<b>\$194.86</b>
<b>Grand Total:</b>	<b>\$650.10</b>	<b>\$655.13</b>

**ATTENTION:**

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- ANY PARTIAL PAYMENTS WILL BE CREDITED TO THE EARLIEST DELINQUENT TAX YEAR.

- POSTMARK PAYMENTS ARE NOT ACCEPTED, PAYMENTS MUST BE RECEIVED BY THE DEADLINE DATE AND TIME OF 5:00 PM.

(Please return bottom portion with payment)

**2022 Delinquent - Property Tax Bill**

CITY OF ELSMERE  
318 Garvey Avenue  
Elsmere, KY 41018

2022 Amount Due if:		
Paid By	7/31/2023	\$650.10
Paid By	8/31/2023	\$655.13

WIEBE ROBERT J  
217 LYTLE AVE  
ELSMERE KY 41018-2046



004-30-15-010.00

Amount Remitted: \$ \_\_\_\_\_  
Check Number: \_\_\_\_\_  
Make check payable to: CITY OF ELSMERE

12/17/24, 5:58 PM

KCOR



# KENTON COUNTY ONLINE RECORDS

## Kenton County Real Estate Tax Bill

12/17/2024 05:58pm

Name\_\_\_\_\_: WIEBE ROBERT J

Mail Address:

Parcel description / Exemption:

217 LYTLE AVE

WOODSIDE PTS LOTS 197 THRU 201 &amp; 204

ELSMERE KY 41018

50X150 IRREG

Property Location\_\_\_\_: 217 LYTLE AVE

Account\_\_\_\_\_:

Bill Number: 2024 021654

PIDN: 004-30-15-010.00

State_____:	0.109000	112,000	122.08	Discount_____:	34.40	
County_____:	0.125000	112,000	140.00	Face Amount_____:	1,789.20	If Paid By:
Erlanger School_:	0.945000	112,000	1,058.40	5% Penalty_____:	85.96	
Co-op Extension_:	0.011000	112,000	12.32	10% Penalty:	171.93	
Health_____:	0.023000	112,000	25.76	Shrf Add On&Fee_:		
Library_____:	0.103000	112,000	115.36	Sheriff Comm:		
PDS_____:	0.019000	112,000	21.28	Interest_____:		
Elsmere Fire____:	0.200000	112,000	224.00	Clerk 10% Comm&Fee:	0.00	
_____:				Atty 20% Comm&Fee:	0.00	
911 Fee LDR_____:			70.00	Advertising Fees:		
_____:				Distraint Fees__:		
_____:				Service Notice__:		KO 45
_____:				Omitted Penalty_:		Paid 11/07/24 Date:
_____:				Omitted Interest_:		Payment 1,789.20 Amount:

12/17/24, 5:58 PM

KCOR

\_\_\_\_\_:

Amount due as of  
Payoff Date\_\_\_\_\_:

0.00 0000

\_\_\_\_\_:

Payoff Date\_\_\_\_\_:

CALC PAYOFF

\_\_\_\_\_:

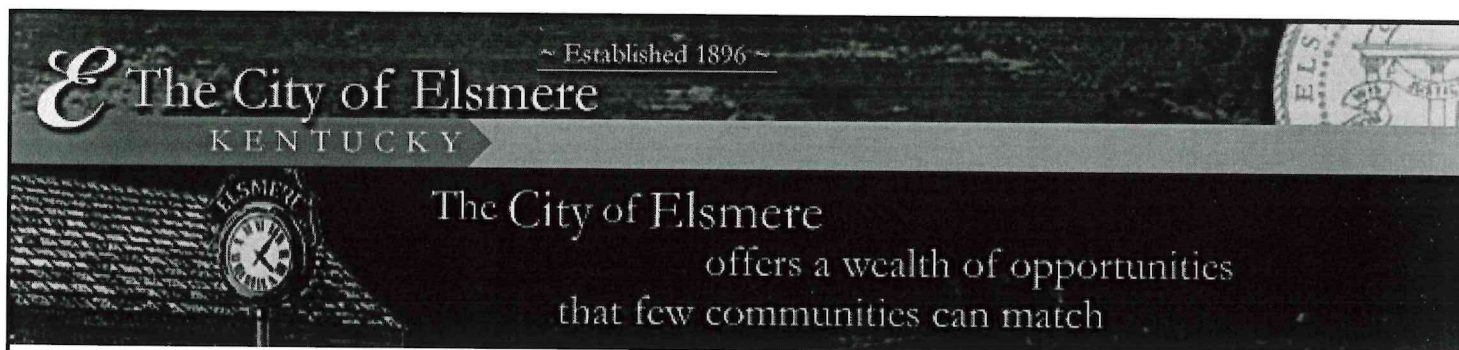
< BACK

To calculate a different payoff, enter the desired payoff date, then click  
CALC PAYOFF.

wpi20

Kenton County (<http://www.kentoncounty.org>) | Help (<https://kcor.org/cgi-bin/wpihtm-help.htm>) | Contact  
Us (<https://kcor.org/cgi-bin/wpihtm-contact-us.htm>)





[Return to Home](#)

Record last updated on: **Tuesday, December 17, 2024**

[Print Record](#) [Map This Record](#) [Return to List](#) [New Search](#)

**Parcel #**  
004-30-15-010.00

**Property Address or Location**  
217 LYTLE AVE, 41018-2046

**Owner(s) of Record**  
WIEBE ROBERT J

**Owner Address**  
217 LYTLE AVE, ELSMERE KY 41018-2046

**Current Assessment**  
\$112,000

**Exemption**  
\$0

**Taxable Value**  
\$112,000

**Property Class Code**  
RR (Residential - Real)

**Property Description**  
WOODSIDE PTS LOTS 197 THRU 201 & 204 50X150 IRREG

#### Tax Summary

Tax bills paid after December 31st will be subject to penalty and interest. Please contact the City Clerk's Office at 859-342-7911 for exact payoff amount. A 2% discount is available for all bills paid before December 1st. This discount does not apply to delinquent taxes.

[Pay Now](#)

+/-	Year	Taxable Value	Tax Bill	Total Due	If Paid Before	Pmt. to Date	Paid Date
+	W24	\$112,000	\$398.72	\$398.72	1/1/25	\$0.00	
+	W23	\$112,000	\$625.04	\$709.30	1/1/25	\$0.00	
+	W22	\$50,500	\$407.13	\$463.28	1/1/25	\$0.00	
+	W21	\$50,500	\$168.16	\$245.52	1/1/25	\$0.00	
+	W20	\$50,500	\$170.18	\$268.89	1/1/25	\$0.00	
+	W19	\$50,500	\$170.18	\$0.00		\$170.18	2/28/20
+	W18	\$45,900	\$162.47	\$0.00		\$162.47	4/4/19
+	W17	\$45,900	\$162.93	\$0.00		\$162.93	2/2/18
+	W16	\$45,900	\$338.93	\$0.00		\$338.93	2/2/18
+	W15	\$45,900	\$162.93	\$0.00		\$162.93	12/24/15
+	W14	\$45,900	\$162.93	\$0.00		\$162.93	12/30/14
+	W13	\$45,900	\$162.93	\$0.00		\$162.93	11/4/13
+	W12	\$41,000	\$143.50	\$0.00		\$143.50	11/19/12
+	W11	\$41,000	\$143.50	\$0.00		\$143.50	11/14/11
+	W10	\$41,300	\$307.74	\$0.00		\$307.74	10/14/10
+	W09	\$41,300	\$307.74	\$0.00		\$307.74	11/9/09
+	W08	\$43,600	\$305.91	\$0.00		\$305.91	11/12/08
+	W07	\$43,600	\$298.41	\$0.00		\$298.41	1/6/08

#### Assessment Summary

Year	Class	Exemption	Assessed Value	Taxable Value
2024	RR	\$0	\$112,000	\$112,000
2023	RR	\$0	\$112,000	\$112,000

12/17/24, 4:48 PM

City of Elsmere - Property Tax Search

2022	RR	\$0	\$50,500	\$50,500
2021	ZT	\$0	\$0	\$0
2020	RR	\$0	\$50,500	\$50,500
2019	RR	\$0	\$50,500	\$50,500
2018	RR	\$0	\$45,900	\$45,900
2017	RR	\$0	\$45,900	\$45,900
2016	RR	\$0	\$45,900	\$45,900
2015	RR	\$0	\$45,900	\$45,900
2014	RR	\$0	\$45,900	\$45,900
2013	RR	\$0	\$45,900	\$45,900
2012	RR	\$34,000	\$75,000	\$41,000
2011	RR	\$34,000	\$75,000	\$41,000
2010	RR	\$33,700	\$75,000	\$41,300
2009	RR	\$33,700	\$75,000	\$41,300
2008	RR	\$31,400	\$75,000	\$43,600
2007	RR	\$31,400	\$75,000	\$43,600

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Original City of Elsmere site designed by Adam Spanier.



5285 Madison Pike • Independence, KY 41051  
 859-525-6777 • douggar@gmail.com  
 NorthernKentuckyAuction.com  
 Douglas Garner • Kentucky License No. \_\_\_\_\_

## BIDDER TERMS AND CONDITIONS

These Bidder Terms and Conditions apply to auctions conducted by Northern Kentucky Auction, LLC, and constitute a legal, valid, binding, and enforceable contract between Auctioneer and each Participant, Bidder, and Buyer. These bidder terms and conditions also form the basis for the contract of sale between the Seller and the Buyer.

**1. Auction Conducted Under and In Accordance with These Bidder Terms and Conditions, Additional Terms and Conditions Posted by Auctioneer, and Announcements Made at the Time of the Auction, and Applicable Law.** The Auction is conducted under and in accordance with these Bidder Terms and Conditions, any and all other Terms and Conditions posted by Auctioneer (whether at the Auction Site or online), any announcements or corrections made by Auctioneer at the time of the Auction, and applicable law. By participating in the Auction, whether at the auction site, online, telephonically, or through any other means (including Absentee Bid), each Participant agrees to be bound by, and to abide by, all such Bidder Terms and Conditions.

**2. Definitions.** The following definitions apply to these Bidder Terms and Conditions for each auction conducted by Auctioneer:

“Absentee Bid” means a bid submitted to Auctioneer in advance by an Absentee Bidder for the execution during the Auction under terms established by Auctioneer.

“Absentee Bidder” means a person or entity that submits an Absentee Bid. An absentee Bidder may or may not be present at the Auction.

“Absolute Auction” or “Absolute” applies only if and when expressly indicated and means that property is sold to the highest bidder regardless of the amount of the final bid, with no limiting conditions, restrictions, or reservations. This type of auction is also known as an auction Without Reserve. Provided that a bid is received within a reasonable time after property is put up at Absolute Auction, the property will be sold to the highest bidder regardless of the final bid amount. Property put up at Absolute Auction may be withdrawn by Auctioneer if a bid is not received within a reasonable time. **UNLESS SPECIFICALLY AND EXPRESSLY STATED BY AUCTIONEER IN WRITING, NO PROPERTY IS BEING SOLD ABSOLUTE OR WITHOUT RESERVE.**

“Attendee” means any person who attends the Auction at the Auction Site, whether such person is a Registered Bidder or not.

“Auction” means the auction sale at which Auctioneer solicits bids, or is scheduled to solicit bids.

“Auction Site” means the physical location of the Auction, or, for an Auction conducted entirely online, the location where Property may be inspected and where a Buyer may pick up Personal Property.

“Bidder” means any person or entity that makes a bid at the Auction.

“Bidder Number” means the number or other identifier issued by Auctioneer to a Registered Bidder for the purposes of identifying bids to such Registered Bidder.

“Bidder Registration” means the information provided by a prospective Bidder, and the process of registering such prospective Bidder to bid at the Auction, including the prospective Bidder’s agreement to be bound by these Bidder Terms and Conditions.

“Bidder Terms and Conditions” means these Bidder Terms and Conditions.

“Broker Participation Fee” means an amount that is paid to a broker who has participated in procuring a Buyer, or has otherwise assisted in facilitating the sale of Property at the Auction, under the terms and conditions and in the amount established by Auctioneer.

“Buyer” means the Winning Bidder with respect to each Lot of Personal Property or of each parcel of Real Property, as the case may be.

"Buyer's Premium" is an amount with respect to each Lot of Personal Property or with respect to each parcel of Real Property, calculated as a percentage of the Hammer Price, that is payable by the Buyer to Auctioneer for Auctioneer's own account. For offered Subject to Seller's Confirmation, the Buyer's Premium will be calculated on the amount of the High Bid Subject to Confirmation.

"Commission" means the amount payable by or on behalf of Seller to Auctioneer for Auctioneer's services, calculated as a percentage of the Hammer Price.

"Fall of the Hammer" means the point, after bids have been received, at which Auctioneer declares a Lot of Personal Property or Real Property "sold" to the Bidder acknowledged by Auctioneer as having made the Winning Bid. During an auction that is exclusively online, the Fall of the Hammer may occur electronically at the end of timed (or extended) bidding. In an auction that is Subject to Seller's Confirmation, the Fall of the Hammer will occur on Seller's Confirmation of the High Bid Subject to Confirmation.

"Hammer Price" means the high bid amount recognized by Auctioneer with the Fall of the Hammer.

"High Bid" means the high bid amount recognized by Auctioneer at the conclusion of bidding on a Lot or on a parcel of Real Property, as the case may be.

"High Bid Subject to Confirmation" means the High Bid amount recognized by Auctioneer at the conclusion of bidding on Real Property put up at Auction Subject to Seller's Confirmation. If the High Bid Subject to Confirmation is confirmed by Seller, it will be the Hammer Price.

"High Bidder" means the Bidder recognized by Auctioneer as having made the High Bid with respect to a Lot or a parcel of Real Property.

"Knocked Down" or "Knock Down" means, with respect to any Property put up at the Auction, that Auctioneer has acknowledged the Winning Bid with the Fall of the Hammer, or by announcing "sold", or by giving a similar such indication. Property may be Knocked Down electronically at the conclusion of a timed online auction event. (A/so, "Struck Off" or "Strikes Off").

"Lot" means each individual item or grouping of Personal Property offered at one time by Auctioneer.

"No Sale" occurs if Property is put up at the Auction but is not Struck Off or sold, and Auctioneer passes on such Property or declares a No Sale.

"Online Auction Platform" means the hardware and software utilized to conduct the Auction online and to facilitate online bidding, including any associated, adjunct, and/or complementary websites, services, premiums and promotions.

"Online Auction Platform Provider" means the provider of the Online Auction Platform and related services.

"Online Bidding Period" means, with respect to an Auction conducted in whole or in part online, any established period during which online bids may be tendered.

"Participant" means any person who attends, or otherwise participates in, the Auction (in person or remotely). The term Participant includes, but is not limited to, Attendees, Registered Bidders, Bidders, and Buyers.

"Personal Property" means the tangible and moveable property, and any intangible property (including, without limitation, intellectual property) put up at the Auction.

"Private Sale" means an event in which Property is sold by Seller, or on Seller's behalf, other than at the Auction (including a sale at an auction conducted by a person or entity other than Auctioneer).

"Private Sale Price" means the fair market purchase price of the Property paid, or agreed to, at a Private Sale in an arms-length transaction between Seller and the purchaser of the Property. If the Property is sold through a Private Sale for less than its fair market value, or in a transaction that is not an arms-length transaction, or is gifted by Seller, the Private Sale Price will be an amount equal to the fair market value of the Property in an arms-length transaction.

"Property" means the Real Property and the Personal Property.

"Purchase Price" means an amount equal to the Hammer Price or High Bid Subject to Confirmation, as the case may be, **plus** the Buyer's Premium.



"Real Property" means

- ☒ The real property located at 217 Lytle Ave Elsmere, Ky 41018  
Property identification number (if available): 004-30-15-010.00
- ☐ The separately deeded parcels of real property identified on an attachment to these Bidder Terms and Conditions.

"Realty Closing" means the settlement on the sale of the Real Property at which Seller sells, transfers, assigns, and conveys Seller's right, title, and interest in the Real Property to the Buyer, and the Buyer pays the Purchase Price for the Real Property.

"Realty Closing Date" means the date on which the Realty Closing occurs.

"Realty Deposit" is the good faith deposit made by the Buyer against the Purchase Price for the Real Property.

"Realty Purchase and Sale Agreement" means the contract for the purchase and sale of Real Property put up at the Auction executed at the close of bidding by the Winning Bidder, or the Bidder making the High Bid Subject to Confirmation, as the case may be. In an Auction Subject to Seller's Confirmation, Seller will execute the Realty Purchase and Sale Agreement only on Seller's confirmation, approval, and acceptance of the High Bid Subject to Confirmation.

"Registered Bidder" means a person or entity that has registered to bid at the Auction.

"Registration Deposit" means, if required by Auctioneer, the deposit made by a Registered Bidder in order to register for the Auction. Auctioneer may require that the Registration Deposit be made in certified funds or in such other form as determined by Auctioneer in Auctioneer's discretion.

"Reserve" or "With Reserve" means that property put up at auction may be withdrawn by the Auctioneer and/or bids may be rejected by Auctioneer prior to the Fall of the Hammer. **UNLESS SPECIFICALLY AND EXPRESSLY STATED OTHERWISE BY AUCTIONEER IN WRITING, ALL PROPERTY IS BEING WITH RESERVE.**

"Reserve Price" means the minimum price that Seller is willing to accept for specific Property. If Property put up With Reserve is subject to a Reserve Price, such property will not be Struck Off unless the Reserve Price is met or waived.

"Seller's Confirmation" means Seller's confirmation, approval, and acceptance of the High Bid Subject to Confirmation acknowledged and recorded by Auctioneer.

"Struck Off" or "Strikes Off" means, with respect to any Property put up at the Auction, that Auctioneer has acknowledged the Winning Bid with the Fall of the Hammer, or by announcing "sold", or by giving a similar such indication. Property may be Struck Off electronically at the conclusion of a timed online auction event. (Also, "Knocked Down" or "Knock Down").

"Subject to Seller's Confirmation" means, with respect to any Property expressly identified in this Agreement as being sold Subject to Seller's Confirmation, that after the High Bid Subject to Seller's Confirmation has been received and acknowledged by Auctioneer, Seller may determine, in Seller's sole and absolute discretion, to (i) accept such bid or (ii) reject such bid.

"Winning Bid" means the highest bid received and accepted (and if Subject to Seller's Confirmation, confirmed by Seller).

"Winning Bidder" means the Bidder who is recognized by Auctioneer as having made the Winning Bid.

"Withdrawn", "Withdrawal", or "Withdraw" refers to the circumstance in which the Property is removed or withdrawn from the Auction, or in which it is determined that such Property will not be offered or sold at the Auction.

"Without Reserve" means Absolute.

3. **Bidder Registration; Bidder Qualification.** All persons desiring to bid at the Auction, must register to bid and be issued a Bidder Number. In order to register to bid, each potential Bidder must provide such information (including identifying information and qualifications) as requested by Auctioneer. Each person registering to bid represents to the Auctioneer that such person is at least eighteen (18) years of age and is otherwise legally able to enter into a contract. Auctioneer may refuse to accept a Bidder Registration from any potential Bidder, may refuse to issue a Bidder Number to any potential Bidder, and may revoke any Bidder Registration or Bidder Number. Each person registering to bid, or otherwise participating, at the Auction acknowledges and agrees that such person has read, understands, and agrees to be bound by, these Bidder Terms and Conditions. In Auctioneer's discretion, bids may be received from a person who has not registered to bid, and/or who has not satisfied all requirements for Bidder Registration, and/or who has not been issued a Bidder Number, and, by

bidding, such person will be bound by these Bidder Terms and Conditions. Auctioneer may establish such Bidder qualifications as Auctioneer determines, in Auctioneer's discretion, are reasonably necessary or appropriate. Bidder qualification provisions (which may include proof of the availability of funds) are intended for the benefit of Auctioneer and Seller, and create no rights or interests in any other persons, including competing Bidders. Auctioneer and/or Seller may (but will not be required to) waive any Bidder qualifications, either globally or on a case by case basis.

4. **Auction Conducted in the Commonwealth of Kentucky.** The Auction is conducted in the Commonwealth of Kentucky. All Property is offered for sale in the Commonwealth of Kentucky, and will be Knocked-Down or Struck Off in the Commonwealth of Kentucky. Notwithstanding the physical location of any Participant, these Bidder Terms and Conditions are entered into in the Commonwealth of Kentucky, all bids and payments are received in the Commonwealth of Kentucky, and all contracts between Seller and Buyer (including the Realty Purchase and Sale Agreement, if any), are formed and entered into in the Commonwealth of Kentucky.

5. **Buyer's Premium.** All Property offered at the Auction is subject to a Buyer's Premium, which will be paid by the Buyer to Auctioneer for Auctioneer's own account. The Buyer's Premium will be calculated as a percentage of the Hammer Price, and will be added to the Hammer Price to determine the final Purchase Price.

The Buyer's Premium for Personal Property will be amount equal to \_\_\_\_\_ percent (\_\_\_\_%) of the Hammer Price for each Lot Struck Off at the Auction.

☐ The Buyer's Premium for Personal Property will be reduced to \_\_\_\_\_ (\_\_\_\_%) for purchases that are paid in cash or by check.

The Buyer's Premium for Real Property will be amount equal to Ten percent (10%) of the Hammer Price for each parcel of Real Property Struck Off at the Auction.

6. **Access to Auction Site and/or Online Auction Platform.** Participants assume all risks associated with their presence at the Auction Site and/or their access to any Online Auction Platform utilized by Auctioneer. Any person may be denied access to the Auction, the Auction Site, and any Online Auction Platform utilized by Auctioneer, and may be removed at Auctioneer's discretion.

7. **Nature of the Auction.**

☐ The Auction for the Real Property will be an Absolute Auction. This means that, once a bid is received on a parcel of Real Property put up at the Auction such parcel of Real Property will be sold to the highest Bidder.

☒ The Auction for the Real Property will be With Reserve. Prior to the Fall of the Hammer, Auctioneer may Withdraw the Real Property, or any of it, from the Auction.

☐ The Real Property will be sold Subject to Seller's Confirmation. This means that after the High Bid Subject to Confirmation has been received and acknowledged by Auctioneer, Seller may determine, in Seller's sole and absolute discretion, to (i) accept such bid or (ii) reject such bid.

☐ The Auction for the Personal Property will be an Absolute Auction. This means that, once a bid is made on a Lot, the Lot will be sold to the highest Bidder.

☐ The Auction for the Personal Property will be With Reserve. Auctioneer may Withdraw any Lot prior to the Fall of the Hammer on such Lot.

8. **Bidding.** Bidders may only bid at the Auction by agreeing to be bound by these Bidder Terms and Conditions. By bidding, each Bidder acknowledges and agrees that such Bidder is subject to, and bound by, these Bidder Terms and Conditions.

9. **No Bid Retraction.** No Bidder may retract a bid that has been acknowledged by Auctioneer or that has been submitted online. Each Bidder acknowledges and agrees that Auctioneer is acting in reliance on tendered bids in the conduct of the Auction, and that bid retraction is disruptive and interferes with the Auction, and that, as an inducement for Auctioneer to accept such Bidder's Bidder Registration and for such Bidder to bid at the Auction, each Bidder agrees not to withdraw or to attempt to withdraw any tendered bid.

10. **Online Auction.** The following terms and conditions apply if the Auction is conducted, in whole or in part, online:

10.1. **Online Bidding Registration.** Anyone desiring to bid online, or to establish the possibility of bidding online, will be required to create an online bidding account by completing all necessary forms and providing required information.

10.2. **Bidder Terms and Conditions; Notices and Announcements.** The Auction will be conducted in accordance with these Bidder Terms and Conditions and any notices or announcements by Auctioneer and/or posted online or onsite.

10.3. **Posted Times.** All times are based on the Eastern Standard Time zone unless stated otherwise. Posted closing times and time displays are approximate. Auctioneer reserves the right to close early or extend the Auction at Auctioneer's sole and absolute discretion.

10.4. **Online Bidding Increments.** Auctioneer may establish bid increments, and may modify or change bid increments, in Auctioneer's sole and absolute discretion.

10.5. **Records of Online Activity.** Absent clerical errors, Auctioneer's records will be final and conclusive.

10.6. **Technology Disruptions.** Auctioneer will not be responsible for technology disruptions, errors, or failures (including disruptions to bidding or the failure to execute, recognize, or record online bids), whether caused by (i) loss of connectivity, breakdown, disruption, or failure of the Online Auction Platform, (ii) breakdown, disruption, or failure of a Bidder's internet connection, computer, or system, or (iii) otherwise. Auctioneer may, but will not be required to, continue, suspend, delay, extend, reschedule, or close the Auction because of disruptions caused by technology failures, even after bidding has commenced.

10.7. **Failures by Online Auction Platform Provider and its Affiliates or Contractors.** Auctioneer may use an Online Auction Platform Provider to facilitate the Auction. Under no circumstances will Auctioneer be liable for any failure of the Online Auction Platform Provider to perform all or any of its obligations, or for the failure of any affiliates, employees, agents, representatives, or contractors of the Online Auction Platform Provider to perform their obligations.

10.8. **Auto Extend Feature.** Any Online Bidding Period may include an auto extend feature. This means that, if an online bid is entered within a set time period approaching the end of the established Online Bidding Period, the Online Bidding Period will automatically be extended for an additional amount of time in increments established by Auctioneer, and will continue to be so extended until there is a set period of time that lapses during which no online bids are received, after which bidding will close.

10.9. **Disclaimer.** Auctioneer makes no representations or warranties, and disclaims all representations and warranties, (i) that the Online Auction Platform or any related website or technology will be uninterrupted, error free or virus free, (ii) as to the results that may be obtained by using the Online Auction Platform or any related website or technology, or (iii) as to the accuracy, completeness, reliability, security, or current nature of the Online Auction Platform or any related technology.

10.10. **Responsibility for Online Bids.** Each Registered Bidder is responsible for all bids transmitted from such Registered Bidder's computer or from such Registered Bidder's account for the Online Auction Platform. If a Winning Bid is sent from the computer of a Registered Bidder, or from a Registered Bidder's account for the Online Auction Platform, such Registered Bidder will be the Buyer.

10.11. **No Reduction or Retraction of Online Bids.** Except in extraordinary circumstances and in Auctioneer's sole and absolute discretion, online bids may not be reduced or retracted.

10.12. **Competing Online and Onsite Bids.** In the event of contemporaneously made online and onsite bids, Auctioneer will determine which bid is the successful bid, and may, in Auctioneer's discretion, reopen the bidding.

10.13. **Winning Bidders Subject to Certification by Auctioneer.** The final determination of the Winning Bidder is subject to certification by Auctioneer; and any email or electronic message (whether generated manually or automatically) is subject to such certification.

11. **Absentee Bids; Remote Bidding.** In Auctioneer's discretion, Auctioneer may receive Absentee Bids and/or bids tendered by remote Bidders (whether telephonically or otherwise). Absentee Bids may be initiated and advanced in accordance with Auctioneer's policies and procedures. Auctioneer will make reasonable efforts to execute Absentee Bids, but Auctioneer will have no liability to any Absentee Bidder for the failure to execute any Absentee Bids for any reason whatsoever. Each Absentee Bidder acknowledges and agrees that Property may be sold to another Bidder for the maximum amount of the Absentee Bid based on a bidding sequence that causes another Bidder to reach the such amount first. If the execution of an Absentee Bid at its maximum amount would require Auctioneer to accept a bid that is less than a full bidding increment, Auctioneer has the sole and absolute discretion to acknowledge or reject such bid. An Absentee Bidder may authorize Auctioneer to advance the bid by one or more bidding increments after the maximum amount of the Absentee Bid is, or would be, reached. Auctioneer acts as the agent of the Seller only, and the receipt and/or execution of Absentee Bids will not create an agency relationship between Auctioneer and any Absentee Bidder.

12. **Bid Increments.** Bid increments are established and controlled by Auctioneer, and may be adjusted or modified in Auctioneer's sole and absolute discretion. Auctioneer may reject or refuse to accept bids that are considered trifling increases over the preceding bid.

13. **Registered Bidders Responsible for Bids Placed on Bidder Number.** Each Registered Bidder is responsible for the Bidder Number issued to such Registered Bidder. Auctioneer is not responsible for monitoring or policing the use of Bidder Numbers, and each Registered Bidder is responsible for all bids made on the Bidder Number issued to such Registered Bidder even if the Registered Bidder claims that the Bidder Number was lost, stolen, or misappropriated, unless notice of a lost, stolen, or misappropriated Bidder Number was provided to Auctioneer prior to an unauthorized bid being made. Absent a clerical error, Auctioneer's records will be conclusive.

14. **Withdrawal of Property by Auctioneer.** Unless specific Property is, in express written terms, put up at Absolute Auction, Auctioneer has the right to withdraw any Property from the Auction prior to the Fall of the Hammer.

15. **Winning Bid; Buyer.** Pursuant to these Bidder Terms and Conditions, the Bidder making the Winning Bid for any Lot or item of Personal Property or each parcel of Real Property, as the case may be, will be the Buyer of such Property.

16. **All Property Sold "AS IS", "WHERE IS", and "WITH ALL FAULTS".** ALL PROPERTY IS BEING OFFERED AND SOLD IN ITS AS IS/WHERE IS CONDITION AT THE TIME OF THE AUCTION, WITH ALL FAULTS, INCLUDING ANY HIDDEN DEFECTS OF ANY NATURE. NEITHER AUCTIONEER NOR SELLER MAKES ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE NATURE, VALUE, SOURCE, AUTHENTICITY, FITNESS, MERCHANTABILITY, AND/OR ANY OTHER ASPECT OR CHARACTERISTICS OF SUCH PROPERTY. NO STATEMENT ANYWHERE, WHETHER EXPRESS OR IMPLIED, INCLUDING VERBAL STATEMENTS MADE BY AUCTIONEER, WILL BE DEEMED A WARRANTY OR REPRESENTATION BY AUCTIONEER OR SELLER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE ARE NO WARRANTIES OF TITLE, NON-INFRINGEMENT, AUTHENTICITY, ORIGIN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. EACH BIDDER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER CANNOT RELY, AND HAS NOT RELIED, ON ANY REPRESENTATION, WARRANTY, OR GUARANTY MADE BY THE SELLER OR ANYONE ACTING AS AGENT OF THE SELLER, ORALLY OR IN WRITING, ABOUT THE PROPERTY, OR ANY OF IT. BY BIDDING, EACH BIDDER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER HAS HAD A FULL AND FAIR OPPORTUNITY TO INSPECT THE PROPERTY, AND IS RELYING SOLELY ON, OR HAS WAIVED, SUCH BIDDER'S INSPECTION AND INVESTIGATION (i) IN DETERMINING WHETHER TO BID, (ii) IN DETERMINING THE AMOUNT OF A BID, AND (iii) IN BIDDING.

17. **Announcements.** Subject to the limitation set forth in these Bidder Terms and Conditions, all terms and conditions and other announcements made by Auctioneer on the day of the Auction are binding and take precedence over any advertisements or listings.

18. **Bidder's Inspection.** By bidding, each Bidder acknowledges and agrees that such Bidder has had a full and fair opportunity to inspect the Property, and is relying solely on, or has waived, such Bidder's inspection and investigation (i) in determining whether to bid, (ii) in determining the amount of a bid, and (iii) in bidding.

19. **Description of Property.** Unless otherwise expressly stated otherwise in writing, any description of Property is based solely on visual impression, and is given solely for identification purposes, and does not create any warranty, expressed or implied, or representation by Auctioneer.

20. **Contract of Sale for Personal Property.** By operation of these Terms and Conditions and Section 2-328(b) of the Uniform Commercial Code, no additional or further writing will be required to evidence the existence of a contract of sale for any Personal Property Knocked-Down at the Auction regardless of the Purchase Price, and these Bidder Terms and Conditions, together with Auctioneer's clerking sheets or other physical or digital notation identifying the Lot, the Hammer Price, and the Buyer, will be conclusive evidence as to the terms of the sale. These Bidder Terms and Conditions will be incorporated into and made a part of the contract between each Buyer and Seller.

21. **Sale of the Real Property.** The following terms and conditions apply if Real Property is offered at the Auction:

21.1. **Bidder Qualification.** Auctioneer may impose qualifications for bidding on the Real Property. Any such qualifications, which may include, without being limited to, proof of the availability of funds, will be posted or otherwise made available by Auctioneer. Bidder qualification provisions (which may include proof of the availability of funds) are intended for the benefit of Auctioneer and Seller, and create no rights or interests in any other persons, including competing Bidders. Auctioneer and/or Seller may (but will not be required to) waive any Bidder qualifications, either globally or on a case by case basis.

21.2. **Registration Deposit.** In Auctioneer's discretion, Auctioneer may require Bidders to make a registration deposit in order to bid on the Real Property. The registration deposit of the Winning Bidder will be applied against the

Purchase Price for the Real Property, and registration deposits made by others will be returned at the conclusion of the Auction.

21.3. **Separately Deeded Parcels.** If the Real Property consists of two or more separately deeded parcels, Auctioneer may, in Auctioneer's discretion, put the parcels up for bid individually, as an entire group, and by various combinations, and the bids received by each method will be held until it is determined which method yields the highest aggregate Purchase Price. Bidding may be conducted in multiple rounds, and in a round robin fashion, and methods or combinations may be eliminated until the final method or grouping yielding the highest aggregate Purchase Price is determined.

21.4. **Breaks and Recesses.** Auctioneer may take breaks or recesses during the bidding on the Real Property, and such breaks or recesses will not terminate the bidding unless expressly stated. Auctioneer may suspend bidding on the Real Property without declaring a No Sale of the Real Property. A No Sale of the Real Property will only occur if Auctioneer declares a No Sale in those terms, or if the Auction concludes in its entirety without a Winning Bid or a High Bid Subject to Confirmation. If announced by Auctioneer, the Auction may continue for a stated period of time, during which period Auctioneer may receive bids in person, telephonically, electronically, online, or by other means.

21.5. **Realty Purchase and Sale Agreement.** The Realty Purchase and Sale Agreement will be executed at the close of bidding by the Winning Bidder, or the Bidder making the High Bid Subject to Confirmation, as the case may be. In auctions Subject to Seller's Confirmation, Seller will execute the Realty Purchase and Sale Agreement on Seller's confirmation and acceptance of the High Bid Subject to Confirmation. The Realty Purchase and Sale Agreement is available for review prior to the Real Property being offered, and is incorporated in and made a part of these Bidder terms and Conditions.

21.6. **Realty Deposit.** The Winning Bidder, or the Bidder making the High Bid Subject to Confirmation, as the case may be, will make a Realty Deposit on execution of the Realty Purchase and Sale Agreement. The Realty Deposit (which will include any registration deposit made by such Bidder) will be:

- ☐ The amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_); or
- ☒ Twenty percent (20 %) of the Hammer Price or High Bid Subject to Confirmation.

The Realty Deposit may be paid in cash or its equivalent, by certified funds, by credit card (if that service made available by Auctioneer), or by personal or company check. The Realty Deposit will be held by Auctioneer in a non-interest bearing account. If the Realty Deposit is forfeited by the Winning Bidder, it will be applied to the payment of Auctioneer's Commission, Buyer's Premium, costs, and expenses before any distribution to Seller or otherwise.

21.7. **No Buyer Contingencies.** There will be no Buyer conditions or contingencies to the sale of the Real Property, except Seller's delivery of good and marketable title.

21.8. **Realty Closing.** The Realty Closing will occur at a mutually agreed time and place within Thirty ( 30 ) days after the Auction, unless extended with the written consent of Seller and Auctioneer.

21.9. **Broker Participation.** If a broker, who has registered with Auctioneer, has participated in procuring a Buyer, or has otherwise assisted in facilitating the sale of Real Property at the Auction, such broker may be paid a Broker Participation Fee, in an amount and manner established by Auctioneer.

21.10. **Real Estate Transfer Tax.** Any real estate transfer taxes will be allocated as follows:

- ☐ Paid by Buyer ☒ Paid by Seller ☐ Equally between Buyer and Seller ☐ Other \_\_\_\_\_.

21.11. **Recording Fees.** Buyer will pay the fees for recording the deed for the Real Property.

21.12. **Settlement Fees and Expenses.** Buyer will pay any and all settlement fees and expenses, including, without being limited to, title searches, title insurance charges, and survey costs.

21.13. **Apportionment.** Taxes and all other periodic realty costs, if any, will be apportioned *pro rata* as of the date of the Realty Closing. Seller will pay for all days up to and including the date of the Realty Closing, and Purchaser will pay for all days following the date of the Realty Closing.

21.14. **Zoning; Land Use.** NEITHER AUCTIONEER NOR SELLER MAKES ANY REPRESENTATIONS OR WARRANTIES AS TO THE ZONING OF THE REAL PROPERTY OR ANY OTHER LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY. IT IS THE RESPONSIBILITY OF EACH BIDDER TO MAKE SUCH INQUIRIES AND INVESTIGATIONS AS MAY BE NECESSARY TO CONFIRM THE APPLICABLE ZONING AND LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY. THE PURCHASE OF THE REAL PROPERTY WILL NOT BE CONTINGENT IN ANY



WAY ON ZONING OR LAND USE RESTRICTIONS, OR ON WHETHER A BIDDER OR BUYER MAY PUT THE REAL PROPERTY TO ANY DESIRED USE. EACH BIDDER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER IS NOT RELYING ON ANY REPRESENTATIONS BY SELLER OR AUCTIONEER CONCERNING ZONING OR OTHER LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY.

21.15. **Seller's Residential Real Estate Disclosure Statement.** If the Real Property is residential real estate, Seller will (unless otherwise exempt) complete a Seller's residential real property disclosure statement.

21.16. **Lead-based Paint Disclosure.** If the Real Property includes residential improvements constructed prior to 1978, Seller will complete a Lead-based Paint Disclosure Statement.

21.17. **Breach.**

21.17.1. **Seller's Breach.** If Seller breaches any of Seller's obligations with respect to the Purchase and Sale of the Real Property, Buyer's sole and exclusive remedy will be return of the Realty Deposit and any other monies actually paid by the Buyer. Under no circumstances will Auctioneer or Seller be liable for incidental or consequential damages, including, without being limited to lost profits or reduced productivity. Specific performance is not available as a remedy to Buyer.

21.17.2. **Buyer's Breach.** If Buyer breaches any of Buyer's obligations, Buyer will forfeit the Deposit and any other monies actually paid to Seller or Auctioneer, and will pay all of Seller's and Auctioneer's costs and expenses (including reasonable attorneys' fees and costs of litigation). If the Real Property is subsequently offered for sale (at auction or otherwise), Buyer will be responsible for any and all costs and expenses incurred with respect there to, including, without being limited to, advertising and labor. Buyer will also be responsible for any shortfall between the Purchase Price established at the Auction and any subsequent lower purchase price for which the Real Property may be sold.

21.18. **Risk of Loss.** The risk of loss or damage to the Real Property is assumed by the Seller until Settlement, except for in the event of loss or damage to the Real Property exceeding ten percent (10%) of the Purchase Price, then Seller may elect to either repair the damages, provide credit at Settlement, or terminate the Purchase and Sale Agreement.

21.19. **Time is Of the Essence.** Time is of the Essence with respect to the purchase and sale of the Real Property.

22. **Bidding by or on Behalf of Seller.**

- ☐ Absolute Auction – No Seller Bidding. Neither Seller nor anyone acting on the Seller's behalf may bid, directly or indirectly, on any Property put up at Absolute Auction.
- ☒ Reserve Auction – No Seller Bidding. Neither Seller nor anyone acting on Seller's behalf may bid, directly or indirectly, at the Auction.
- ☐ Reserve Auction – Possibility of Seller Bidding. Seller, or those acting on Seller's behalf, may bid at the Auction provided that the ability of Seller to bid is announced at the Auction.

23. **Conduct of the Auction.** Auctioneer will regulate all matters relating to the conduct of the Auction and Auctioneer's decisions will be final and binding. Auctioneer will have control over bidding, and Auctioneer will resolve any and all disputes. Auctioneer may, in Auctioneer's sole and absolute discretion, reopen the bidding (but will not be required to) if (i) a bid is made while the hammer is falling in acceptance of a prior bid or while bidding is otherwise being terminated, or (ii) promptly after the Fall of the Hammer or other termination of the bidding Auctioneer is made aware of a bid that was unnoticed prior to the Fall of the Hammer or other termination of the bidding, and it is demonstrated to Auctioneer's satisfaction that such bid was, in fact, timely made, or (iii) promptly after the Fall of the Hammer or other termination of the bidding Auctioneer is made aware that Auctioneer and a bid assistant or ringman, or multiple bid assistants or ringmen, have acknowledged bids in the same amount bid from different bidders, or (iv) some other bid dispute arises. Any contract formed with the Fall of the Hammer will be subject to the conditions set forth in this Section. If bidding is reopened pursuant to this Section, the bid recognized by Auctioneer prior to the reopening of the bidding will be held, and may not be retracted, and, if no further bids are received, such bid will be the Winning Bid.

24. **Motor Vehicles and Equipment.** Any and all motor vehicles and motorized equipment (including, without being limited to, automobiles, trucks, vans, recreational vehicles, motor cycles, motor scooters, tractors, earth moving equipment and other heavy equipment) must be paid in full prior to removal from the Auction Site; and, if any vehicles or equipment are paid for with a check, such vehicles or equipment will not be released unless and until the check clears and the funds have been received by Auctioneer and are not subject to reversal.

25. **All Sales Final.** ALL SALES ARE FINAL. NO REFUNDS OR RETURNS.

26. **Sales Tax.** All Personal Property is subject sales tax unless an exemption applies.

27. **Payment.** All Personal Property must be paid for in-full by onsite Buyers on the day of the Auction, at or before the conclusion of the Auction, and before any Property is removed from the Auction Site by or on behalf of the Buyer. Online purchases must be paid for within \_\_\_\_\_ (\_\_\_\_) days after the close of the Auction. Onsite purchases may be paid in cash or approved check, and, if made available by Auctioneer by credit card or debit card. Online purchases must be paid by credit card or approved check; provided, however, that any online purchases in excess of Two Thousand Five Hundred Dollars (\$2,500.00) must be paid by wire transfer or certified funds unless other arrangements are made with Auctioneer in Auctioneer's sole and absolute discretion.

28. **Pick-up and Removal; Shipping.** Each Buyer is responsible for removal of Lots purchased at the Auction, including shipping to remote Buyers. Pick-up and removal dates and times will be as posted or announced by Auctioneer. Unless otherwise agreed, each Buyer is solely responsible for the disassembly, removal, shipping, and transportation of each Lot purchased by such Buyer. Disassembly and removal must be done in a workmanlike manner, and each Buyer will indemnify and hold harmless both Auctioneer and Seller against any and all damage caused by the acts of the Buyer, or the Buyer's employees, agents, representatives, or independent contractors, in connection with the disassembly or removal of any Personal Property. Any and all damage to the Auction Site, including, without being limited to damage to land or buildings, caused by a Buyer or by an employee, agent, representative, or independent contractor of a Buyer, will be repaired by, or at the expense of, such Buyer to the satisfaction of Auctioneer and Seller.

29. **Abandoned Items.** Any Lots not paid in full, not picked up and removed in the time provided (but, under any circumstances, within \_\_\_\_\_ days after the Auction), or for which payment has not cleared (within \_\_\_\_\_ days after the Auction), will be considered abandoned and may be offered for sale at a later auction or subject to other disposition. Such abandonment does not relieve the Buyer of the Buyer's obligation to make payment in full. Buyers are responsible for the full purchase price of all Lots Struck Off to them.

30. **Returned Checks.** Any checks that are returned unpaid will be subject to a returned check fee in the amount of \$\_\_\_\_\_. In addition to the foregoing, Auctioneer will be entitled to recover, from the issuer of a returned check, all costs and expenses, including attorneys' fees, for the collection of payment made in the form of a check that has been returned unpaid.

31. **No Stop Payment Orders or Credit Card Chargebacks.** Each Bidder agrees that such Bidder will not, under any circumstances, (i) issue a stop payment order with respect to any checks issued at or in connection with the Auction, or (ii) initiate a credit card chargeback with respect to any purchases at the Auction. Each Bidder further agrees that if, in violation of these Terms and Conditions, a stop payment order is issued or a credit card chargeback is initiated, these Bidder Terms and Conditions will be conclusive evidence of the Bidder's (i) waiver of any rights to issue a stop payment order or to initiate a credit card chargeback, and (ii) agreement not to issue a stop payment order or to initiate a credit card chargeback; and each Bidder acknowledges and agrees that on Auctioneer's presentation of these Bidder Terms and Conditions to the bank, credit card company, or other financial institution against which a check was drawn or that issued the credit card on which charges were made, such bank, credit card company, or other financial institution will reverse any stop-payment order and/or reverse or deny any credit card chargeback, and will re-credit all amounts to or for the account of Auctioneer. If, in violation of these Bidder Terms and Conditions, a Bidder issues a stop payment order or initiates a credit card chargeback, such Bidder, even if successful, will remain liable for all purchases made at the Auction, and will be responsible for all costs and expenses, including attorneys' fees, incurred by or on behalf of Auctioneer and/or Seller in challenging the stop payment order or credit card chargeback and in collecting payment. Each Bidder acknowledges and agrees that the covenant not to issue a stop payment order or to initiate a credit card chargeback is a condition to the issuance of a Bidder Number to such Bidder, and is being made as an inducement for Auctioneer to accept such Bidder's Bidder Registration, to issue a Bidder Number, and to permit the Bidder to Bid at the Auction. Each Bidder acknowledges and agrees that Auctioneer is relying on the covenant not to issue a stop payment order or to initiate a credit card chargeback in accepting such Bidder's Bidder Registration, in issuing a Bidder Number, and in permitting the Bidder to bid at the Auction.

32. **Claims.** Unless otherwise provided in writing, after a Lot has been removed from the Auction Site by or on behalf of a Buyer, no claims or returns will be allowed and no claim will be allowed for adjustments or rescission of any sales based on the failure of a Lot to correspond with any standard and/or expectation of the Buyer.

33. **Title and Risk of Loss for Personal Property.** Subject to a possessory lien in favor of Auctioneer and Seller, title and risk of loss with respect to Personal Property pass to the Buyer with the Fall of the Hammer.

34. **Buyer's Remedies; Bidders/Buyers Not Entitled to Incidental or Consequential Damages.** To the extent that any Bidder or Buyer may be entitled to damages or remedies, the sole and exclusive remedy available to Bidders and Buyers is a return of the Purchase Price actually paid. Under no circumstances will Auctioneer or the Seller be liable for incidental or consequential damages, including, without being limited to lost profits or reduced productivity. Each Bidder acknowledges and agrees that no Bidder or Buyer is entitled to specific performance or other equitable relief.

35. **Seller's Remedies.** If any Buyer breached such Buyer's obligations under these Terms and Conditions or under a sale contract with the Seller of Property Struck Off at the Auction, such property may be resold and the breaching buyer will



be responsible for any and all damages, including any deficiency or reduction in the Purchase Price, along with incidental damages.

36. **Indemnification.** Each Bidder agrees to indemnify and hold Auctioneer and Seller harmless from any current or future claim regarding the Auction or the Property, including, without being limited to, fitness, use, damage, safety, or injuries to persons or property.

37. **Private Sale.** No Participant or Registered Bidder may offer to enter into a Private Sale for the purchase of any of the Property prior to or during the Auction. If any of the Property is not Struck Off at the Auction and Seller enters into an agreement to sell (i) any of the Personal Property within ten (10) days after the Auction, and/or (ii) any of the Real Property within ninety (90) days after the Auction, Auctioneer will be entitled to receive an amount equal to Auctioneer's full Commission and Buyer's Premium.

38. **Waiver.** Certain provisions of these Bidder Terms and Conditions are for the exclusive benefit of Auctioneer and/or Seller(s). Such provisions, including, without being limited to, Bidder registration and qualification requirements, deposit and payment terms (including the method, form, and timing of payment), removal and delivery terms, and Property inspection terms), do not create, and will not be deemed to create, any benefits or rights in favor of any other persons, including competing Bidders, and may not be enforced by any other persons. Either globally or on a case by case basis Auctioneer and/or Seller may (but will not be required to) waive any provisions of these Bidder Terms and Conditions that are intended for the benefit of Auctioneer and/or Seller.

39. **Bid Pooling.** Bid pooling occurs when Bidders collude to regulate, and artificially suppress, bidding in an effort to reduce the Hammer Price. Bid pooling is a felony. Anyone participating in bid pooling will be referred for prosecution.

40. **Theft.** Theft is a serious offense, and, if discovered, will be prosecuted to the fullest extent of the law. Instances of theft will result in immediate termination of bidding and removal privileges.

41. **Governing Law; Jurisdiction; Venue; Waiver of Jury Trial.** These Bidder Terms and Conditions will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, including its statutes of limitations, but without regard to its rules governing conflict of laws. All claims, disputes, and other matters between the parties will be brought in the state or federal courts sitting in and for the Kenton County, Kentucky, which courts will have exclusive jurisdiction, and will be the exclusive venue, for any and all such claims, disputes, and other matters. By submitting a Bidder Registration and accepting a Bidder Number each Registered Bidder irrevocably and unconditionally (i) agrees that any claim, suit or cause of action relating to these Bidder Terms and Conditions, or the transactions contemplated hereby, will be brought in the state or federal courts sitting in and for the Kenton County, Kentucky; (ii) consents to the jurisdiction of such courts for any such claim, suit or cause of action; (iii) waives any objection that such party may have to the laying of venue of any such claim, suit or cause of action in such courts; and (iv) waives any objection to the bringing of such claim, suit or cause of action in such courts on the grounds of *forum non conveniens*. Each Bidder, Buyer, and other Participant waives the right to a jury trial.

42. **Attorneys' Fees.** If any Participant breaches such Participant's obligations under these Bidder Terms and Conditions, Auctioneer and/or Seller will be entitled to recover all costs and expenses, including attorneys' fees incurred in enforcing their respective rights hereunder.

**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, Robert J Wiebe (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:** 217 Lytle Ave Elsmere, KY 41018  
County PVA Parcel ID: 004-30-15-010.00  
**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 \_\_\_\_\_, (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.

Buyer hereby acknowledges that the Property \_\_X\_\_ is vacant \_\_\_\_ is occupied by an individual or individuals without authorization of the Seller. If said occupant(s) will not willingly vacate the Property upon closing and transfer of title and possession, the Buyer shall be responsible for filing eviction proceedings in accordance with the law in the Commonwealth of Kentucky. Buyer hereby fully and unconditionally releases the Seller and Agent from any and all responsibility related to eviction of the occupant(s), nor shall Seller or Agent be responsible for any costs incurred by the Buyer in the process of eviction. This clause shall survive closing indefinitely.

\_\_\_\_ Buyer's Initials

**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 from date of auction\_\_. 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:

**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.

**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 Kenton 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: \_\_\_\_\_

**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:  Robert J Wiebe \_\_\_\_\_

BY:  **SAMPLE** \_\_\_\_\_ Date: 12/27/24 Time: 2:19 PM

Name: \_\_\_Robert J Wiebe\_\_\_\_\_ 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: \_\_\_\_\_



 **SAMPLE**  
Initials:  \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_

EXHIBIT A  
(LEGAL DESCRIPTION)

Initials; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_