

COUNTRYTYME ALC, LTD
DISCLOSURE STATEMENT
FOR

Raccoon Creek

Date: November 28, 2005

This seller's disclosure statement concerns the real property located in the County of Gallia
Township Clay, State of OHIO Being Lot # 1-12 At Raccoon Creek

This is a disclosure of Seller's knowledge of the condition of the property as of the date above and is not a substitute for any inspections, tests or other investigation that Buyer may wish to obtain. It is not a warranty of any kind by Seller, or their agents.

A. SURVEY, EASEMENTS, FLOODING

1) Has the land been surveyed? Yes No _____ Year Surveyed 2005

2) What company or person performed the survey? Name Greg Biedenbach
Phone 740/472-1262 Address Woodsfield, OH

3) Are there any encroachments? Yes _____ No Unknown _____
or boundary line disputes Yes _____ No Unknown _____

Give details if "Yes": _____

4) Are there any easements other than utility or drainage easements? Yes No _____ Unknown _____

Give details if "Yes": Utility Easements to Gallia County Water, Buckeye Rural Electric. Driveway Agreement between Lots #1 thru #12, Common Area Agreement for Lots #1 thru #12.

5) Is any of the property in a designated 100 year flood plain Yes No _____ Unknown _____
designated wetlands area? Yes _____ No Unknown _____

Give details if "Yes": A Portion (see map), of Lots #1, #2, #3, #8, #9, #10, #11, and #12 are in the 100 year flood plain

B. PROPERTY CONDITIONS

1) Are there any structures, improvements, or personal property included in the sale? Yes _____ No

If yes, list all items: _____

Are there any hidden defects with any of these items? Yes _____ No Unknown _____

If yes, describe all problems and defects: _____

2) Are there any abandoned wells on the property? Yes _____ No _____ Unknown
buried storage tanks? Yes _____ No _____ Unknown
buried debris? Yes _____ No _____ Unknown
waste? Yes _____ No _____ Unknown

Give details, if yes: _____

3.) Does the property have any fill or uncompacted soils? Yes _____ No Unknown _____

Give details, if yes: _____

C. WELLS - Gallia County Water - Brent, 740-446-9221

The Ohio Department of Natural Resources indicates that wells in the area are _____ to _____ feet deep and produce _____ gallons per minute.

D. SEPTIC Gallia County Health Department, Steve Swatzel, 740-441-2018

The Health Department indicates soils are conducive for septic systems. **Prior to installment contact the Health Department for the type of septic required.**

Health Department approvals are normally good for 12 months. However, approvals may be changed or removed by the Health Department without notice.

E. UTILITIES

The following utilities are presently existing at the boundary of the property?

- a. Public water system access : Gallia County Water 740-446-9221 Tap Fee _____
- b Electric Service: **Buckeye Rural Electric 800-231-2732**
- Natural gas : N/A
- d Telephone system: Verizon
- e Cable Company : N/A

F. SCHOOL SYSTEM Gallia County Local Schools web site **http://www.seovec.org/gallia/**

School District:	<u>Gallia County Local- Bus Garage</u>	Phone No.:	<u>740-256-1800</u>
Elementary School	_____	Phone No.:	_____
High School:	<u>South Gallia High School</u>	Phone No.:	<u>740-256-6379</u>

G. OTHER

Fire Department:	_____	Phone No.:	<u>911</u>
Police Department:	<u>Gallia County Sheriff</u>	Phone No.:	<u>740/ 446-1221</u>
Hospital/Medical Facility:	<u>East Ohio Regional Hospital</u>	Phone No.:	<u>740/ 446-5000</u>
Taxes	_____		

H. BUYER'S RECEIPT AND ACKNOWLEDGMENT (To be signed at time of purchase agreement).
I HAVE BEEN ADVISED TO HAVE THE PROPERTY EXAMINED BY THE COUNTY HEALTH DEPARTMENT AND TO INVESTIGATE EVERY ASPECT OF THE PROPERTY WHICH COULD BE IMPORTANT TO ME.

UNLESS STATED OTHERWISE IN MY CONTRACT WITH SELLER, THE PROPERTY IS BEING SOLD IN ITS PRESENT CONDITION. THE ONLY WARRANTY BEING THAT THE SELLER AGREES THAT IF FOR ANY REASON A SEPTIC PERMIT CANNOT BE SECURED FROM COUNTY AUTHORITIES WITHIN ONE YEARS OF CLOSING, USING ALL REASONABLE DILIGENCE, SELLER WILL REFUND ALL MONIES PAID FOR THE PROPERTY. BUYER AGREES THAT A REFUND OF SAID MONIES SHALL BE SUFFICIENT COMPENSATION, AND FURTHER AGREES TO BRING NO LEGAL ACTIONS AGAINST ANTHONY LAND COMPANY, LTD., ITS HEIRS, ASSIGNS, EMPLOYEES, OR INVESTORS.

NO REPRESENTATION CONCERNING THE CONDITION OF THE PROPERTY ARE BEING RELIED UPON BY ME EXCEPT AS DISCLOSED ABOVE OR STATED WITHIN THE SALES CONTRACT.

Buyer _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____