

PROBATE COURT OF COLUMBIANA COUNTY, OHIO

ESTATE OF JOHN S CHINELLI, DECEASED

CASE NO. 2024 ES 00294

SEP 24 2024

THOMAS M. BARONZZI
JUDGE

ENTRY APPOINTING FIDUCIARY; LETTERS OF AUTHORITY

[For Executors and all Administrators]

Name and Title of Fiduciary NICHOLAS TESTA 10 KIMBERLY COURT, NEW BREMEN, OHIO 45869
EXECUTOR

On hearing in open Court the application of the above fiduciary for authority to administer decedent's estate, the Court finds that;

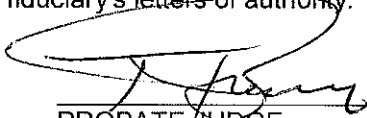
Decedent died [check one of the following] ☒ testate - ☐ intestate - on JULY 31, 2024,
domiciled in 15315 STEUBENVILLE PIKE ROAD, SALINEVILLE, OHIO 43945.

[Check one of the following] ☒ Bond is dispensed with by the Will - ☐ Bond is dispensed with by law - ☐
Applicant has executed and filed an appropriate bond, which is approved by the Court; and

Applicant is a suitable and competent person to execute the trust.

The Court therefore appoints applicant as such fiduciary, with the power conferred by law to fully administer decedent's estate. This entry of appointment constitutes the fiduciary's letters of authority.

SEPTEMBER 24, 2024
Date


PROBATE JUDGE THOMAS M. BARONZZI

CERTIFICATE OF APPOINTMENT AND INCUMBENCY

The above document is a true copy of the original kept by me as custodian of the records of this Court. It constitutes the appointment and letters of authority of the named fiduciary, who is qualified and acting in such capacity.

THOMAS M. BARONZZI
Probate Judge/Clerk

by 

[Seal]

Date SEP 24 2024

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

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

Property Address 15315 & 15106 Steubenville Pike Rd Columbiana Cty OH

Seller's Disclosure

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

(i) ☐ ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

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

(b) Records and reports available to the seller (initial (i) or (ii) below):

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

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

Purchaser's Acknowledgment

(c) Purchaser has (initial (i) or (ii) below):

(i) ☐ ☐ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

(ii) ☐ ☐ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

(d) ☐ ☐ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home* (initial).

(e) Purchaser has (initial (i) or (ii) below):

- (i) ☐ ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) ☒ ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial or enter N/A if not applicable)

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

(g) ☒ Purchaser's Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.¹

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.

☒ Nicholas Testa
Seller Executor 7/27/24
Date

☐
Purchaser Date

☐
Seller Date

☐
Purchaser Date

☒ Jeff Byce
Seller's Agent Date

☐
Purchaser's Agent¹ Date

Paperwork Reduction Act

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

¹ Only required if the purchaser's agent receives compensation from the seller.

CONSUMER GUIDE TO AGENCY RELATIONSHIPS Byce Realty is pleased you have selected Byce Realty to help you with your real estate needs. Whether you are selling, buying or leasing real estate Byce Realty can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you (ByceREALTY is a DBA of ByceAUCTION, LTD.)

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

Representing Buyers: When purchasing real estate, buyers usually want to be represented in the transaction, and choose to work with a real estate agent. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction. **Dual Agency:** Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client or disclose any personal or confidential information to the other party without written consent.

Representing Both the Buyer & Seller: On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties. **Working With Byce Realty:** Byce Realty does offer representation to both buyers and sellers. Therefore, the potential exists for an agent to represent a buyer who wishes to purchase property listed with a different agent within our company. If this occurs, each agent will represent their own client, but Byce Realty and its managers will act as a dual agent. This would mean the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. Byce Realty will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information. In the event that both the buyer and seller are represented by the same agent, the agent and Byce Realty will act as a dual agent but only if both parties agree via the agency disclosure. As a dual agent, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contracts. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party. If Byce Realty is not compensated by the listing broker or the seller, its compensation will be paid by the buyer, pursuant to a written agreement with the buyer. If dual agency occurs, you will be asked for your consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent from our company be assigned to represent you or you may seek representation from another brokerage. As a buyer, you may also choose to represent yourself on properties Byce Realty has listed. In that instance, Byce Realty will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know. **Working With Other Brokerages:** When Byce Realty lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. Byce Realty does reserve the right, in some instances, to vary the compensation it offers to other brokerages. However, as a seller, you should understand that even if Byce Realty shares a fee with a brokerage representing the buyer it does not mean that you will be represented by the buyer's brokerage. Byce Realty will represent your best interests as the buyer's brokerage will represent the buyer. When acting as a buyer's agent, Byce Realty accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Representation of Multiple Clients: Byce Realty, and its licensee acting as Buyers Agents, may show the same property to more than one represented Buyer. If more than one represented Buyer Client desires to purchase the same property, the individual licensee showing the property to Buyer Clients will act as the Designated Agent of each Buyer Client. In this situation, Byce Realty and its individual licensees shall take no action that would be detrimental to the other Buyers Clients and will maintain each Buyer Client's confidentiality. In the event that Byce Realty is the listing company, a dual agency is also created. We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerage.

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. 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 to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand. Because it is important that you have this information Ohio law requires that we ask you to sign below, acknowledging receipt of this consumer guide.

Your signature DOES NOT IN ANY WAY obligate you to work with our company if you do not choose to do so.

Name (Please Print)

Name (Please Print)

Nicholas Testa, Executor

Signature

Date

Signature

Date

 9/27/24



Ohio Association of REALTORS®
Residential Property Disclosure Exemption Form



To Be Completed By Owner

Property Address: 15315 & 15106 Steubenville Pike Rd Columbiana Cty OH

Owner's Name(s): Estate of John Chinelli #2024 ES 00294

Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.

Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- ☐ (1) A transfer pursuant to a court order, such as probate or bankruptcy court;
- ☐ (2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
- ☒ (3) A transfer by an executor, a guardian, a conservator, or a trustee;
- ☐ (4) A transfer of new construction that has never been lived in;
- ☐ (5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the sale;
- ☐ (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
- ☐ (7) A transfer where either the owner or buyer is a government entity.

ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL DUTY TO DISCLOSE ANY KNOWN LATENT DEFECTS OR MATERIAL FACTS TO THE BUYER.

OWNER'S CERTIFICATION

By signing below, I state that the proposed transfer is exempt from the Residential Property Disclosure Form requirement. I further state that no real estate licensee has advised me regarding the completion of this form. I understand that an attorney should be consulted with any questions regarding the Residential Property Disclosure Form requirement or my duty to disclose defects or other material facts.

Owner: Nicholas Tata, Executor  Date: 9/27/24

Owner: _____ Date: _____

BUYER'S ACKNOWLEDGEMENT

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

This is not a state mandated form. This form has been developed by the Ohio Association of REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio Association of REALTORS® is not responsible for the use or misuse of this form.