

EATON, OHIO

(PREBLE Co., Washington Twp.)
3 miles northwest of EATON, OHIO
12 miles southeast of RICHMOND, IN

148.5±

- 85± FSA Tillable Acres, 7.5 CRP Acres
- Attractive Farmstead with home, multiple barns and silo
- Located in a Top Agricultural Area
- Great Investment Opportunity

INFORMATION BOOKLET

Western Ohio Land AUCTION

THURSDAY, DECEMBER 16TH • 11 AM

Great opportunity for the Investor, Farmer, or Rural Home Buyer. Come examine the possibilities this farm has to offer! Tracts suitable for many uses.



800-451-2709 • SchraderAuction.com

DISCLAIMER:

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

OWNER: Clark Family Partnership LLP

AUCTION COMPANY: Schrader Real Estate and Auction Company, Inc.

SAL.2012001611, 63198513759



SCHRADER REAL ESTATE & AUCTION CO., INC.

950 N. Liberty Dr., Columbia City, IN 46725

260-244-7606 or 800-451-2709

SchraderAuction.com

AUCTION TERMS & PROCEDURES:

PROCEDURES: The property will be offered in 5 individual tracts, any combination of tracts, or as a total 148.5± acre unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer.

DOWNPAYMENT: 10% down payment on the day of the auction with the balance in cash at closing. The down payment may be made in the form of cash, cashier's check, personal check or corporate check. Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed and are capable of paying cash at closing.

ACCEPTANCE OF BID PRICES: Successful bidder(s) will be required to enter into a purchase agreement at the auction site immediately following the close of the auction. All final bid prices are subject to the Seller's acceptance or rejection.

EVIDENCE OF TITLE: The Seller will provide a Preliminary Title Opinion for the review of the prospective buyer(s). If Buyer(s) elect to have title insurance, the entire cost of the owner's title insurance will be the responsibility of the Buyer(s). Seller agrees to provide merchantable title to the property subject to matters of record. All tracts sold "As-Is".

DEED: Seller(s) shall provide a Warranty Deed(s)

CLOSING: The balance of the real estate purchase price is due at closing, which will take place on or before February 1, 2022.

POSSESSION: Buyer to receive all 2022 cropping rights. Possession at closing.

REAL ESTATE TAXES / ASSESSMENTS: Seller to pay the 2021 year taxes due in 2022. The property is currently enrolled in the CAUV program.

ACREAGE: All boundaries are approximate and have been estimated based on current legal descriptions.

SURVEY: A new survey will be made where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient for title transfer.

EASEMENTS & LEASES: Sale of the property is subject to any and all easements of record.

GOVERNMENT PROGRAMS & CRP CONTRACTS: Buyer(s) will be responsible for assuming all CRP Contracts. Contact Agent for information.

MINERAL RIGHTS: The sale shall include 100% of the mineral rights owned by the Seller.

AGENCY: Schrader Real Estate and Auction Com-

pany, Inc. and its representatives are exclusive agents of the seller.

DISCLAIMER AND ABSENCE OF WARRANTIES:

All information contained in this brochure and all related materials are subject to the Terms and Conditions outlined in the Purchase Agreement. The property is being sold on "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the seller or the auction company. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the Sellers or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Sellers and Selling Agents reserve the right to preclude any person from bidding if there is any question as the person's credentials, fitness, etc. All decisions of the Auctioneer are final.

ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE. AUCTION COMPANY OR OWNER NOT RESPONSIBLE FOR ACCIDENTS.

BOOKLET INDEX

- **BIDDER PRE-REGISTRATION FORM**
- **ONLINE BIDDING REGISTRATION FORM**
- **LOCATION MAP & AERIAL TRACT MAPS**
- **SOIL INFORMATION (Soils, Wetland, Topo Contours Maps, Flood Zone Map)**
- **FSA/USDA INFORMATION**
- **PRELIMINARY TITLE**
- **PHOTOS**

For Information Call Sale Manager: Andy Walther, 765-969-0401



Tract 3

REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

THURSDAY, DECEMBER 16, 2021

148.5+ ACRES – EATON, OHIO

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,

Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Thursday, December 9,
2021.

Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

Brochure Newspaper Signs Internet Radio TV Friend

Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

Regular Mail E-Mail E-Mail address: _____

Tillable Pasture Ranch Timber Recreational Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

Online Auction Bidder Registration
148.5± Acres • Preble County, Ohio
Thursday, December 16, 2021

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Thursday, December 16, 2021 at 11:00 AM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; Fax 260-244-4431; email: auctions@schraderauction.com

For wire instructions please call 1-800-451-2709.

7. My bank routing number is _____ and bank account number is _____.
(This for return of your deposit money). My bank name, address and phone number is:

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.
9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Thursday, December 9, 2021**. Send your deposit and return this form via fax to: **260-244-4431**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.

LOCATION & AERIAL TRACT MAPS

LOCATION MAP



Inspection Times:

Wednesday, Dec. 1st • 11 AM – 12 Noon

Wednesday, Dec. 8th • 4 PM – 5 PM

Wednesday, Dec. 15th • 11 AM – 12 Noon

Meet a Schrader Representative on Tract 3

Auction Site:

The GRANGE at 501 Nation Ave. Eaton, OH 45320. From the Intersection of US 127 and US 35, travel east on US 35 ¾ mile to Nation Ave. Turn south (right) and travel 6 blocks to the auction site.

Property Location:

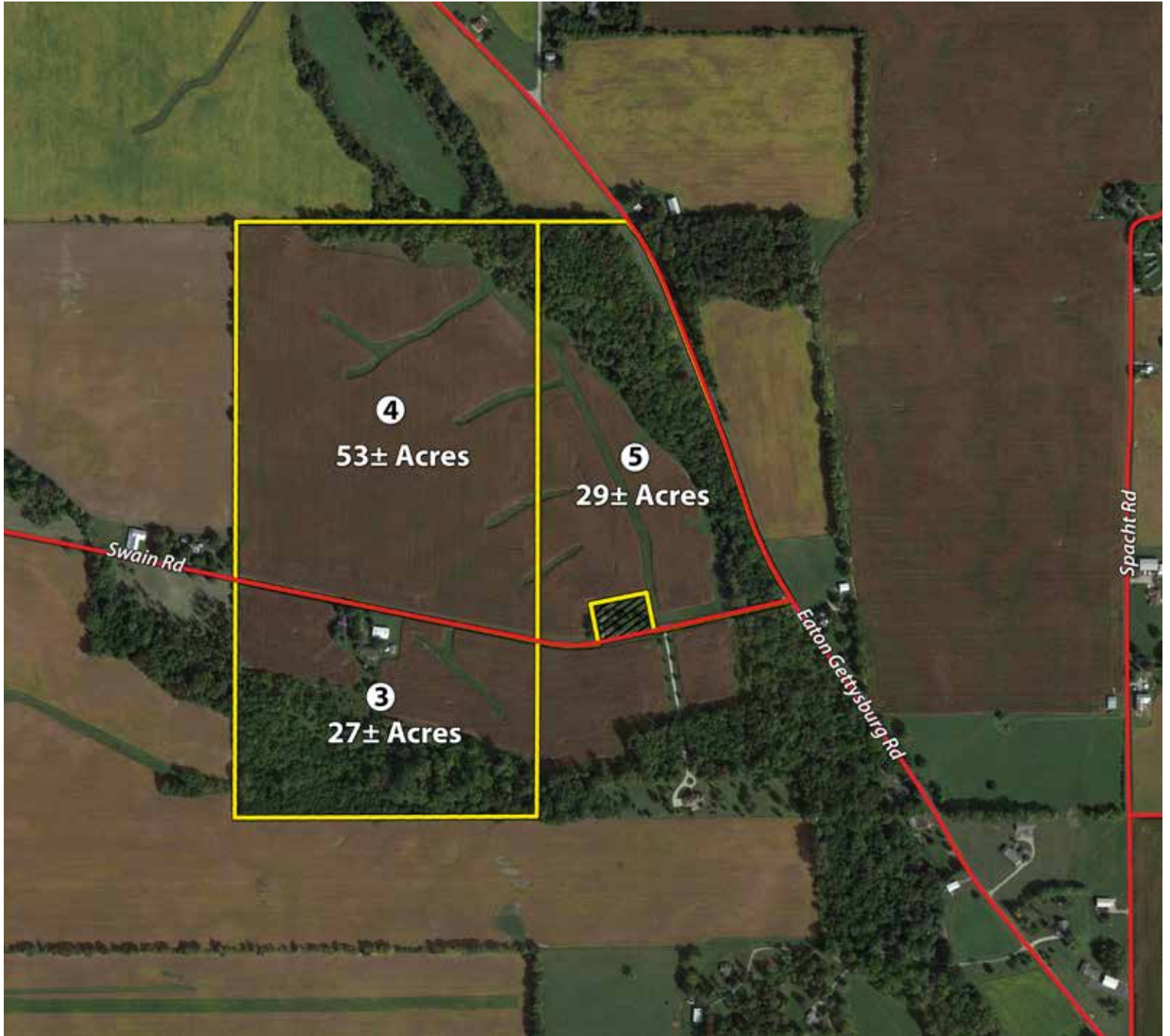
2378 Swain Rd. EATON, OH 45320. From I-70, take Exit 1 (US 35 East) toward Eaton. Travel 3 miles to Cemetery Rd, then left (Tracts 1 & 2 are located on your right). Continue 1/2 mile to Swain Rd. Right on Swain Rd. Tracts 3-5 lay on both sides of the road.

- 20 miles to **DAYTON, OH**
- 12 miles to **RICHMOND, IN**
- 40 miles to **CINCINNATI, OH**
- 70 miles to **INDIANAPOLIS, IN**
- 3 miles to **EATON, OH**

AERIAL MAP - TRACTS 1 & 2

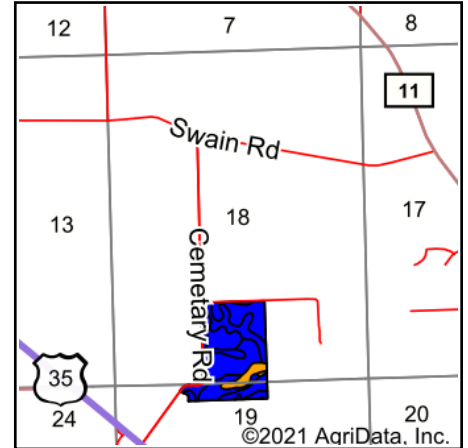
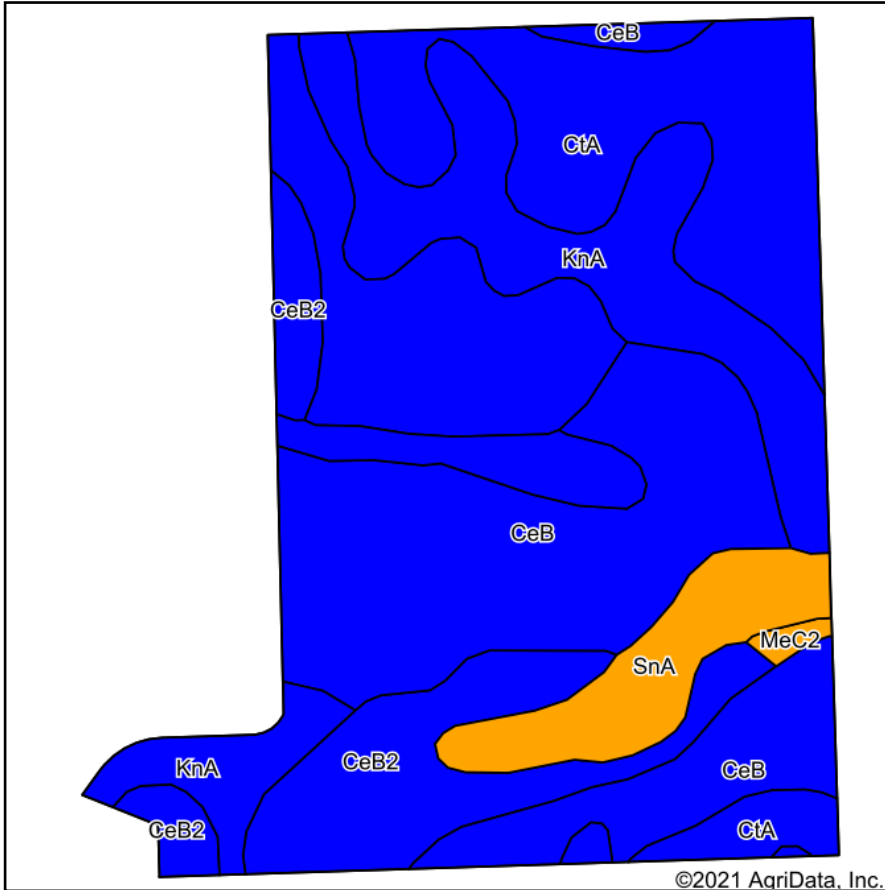


AERIAL MAP - TRACTS 3-5



SOIL INFORMATION

SOIL MAP - TRACTS 1 & 2



State: **Ohio**
 County: **Preble**
 Location: **18-8N-2E**
 Township: **Washington**
 Acres: **38.75**
 Date: **12/1/2021**



Maps Provided By:

 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2021 www.AgriDataInc.com



Soils data provided by USDA and NRCS.

Area Symbol: OH135, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Oats Bu	Orchardgrass alfalfa hay Tons	Orchardgrass red clover hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu	*eFOTG PI
CtA	Crosby-Celina silt loams, 0 to 2 percent slopes	11.60	29.9%		Ilw	139	4.6				9.1	46	62	81
CeB	Celina silt loam, 2 to 6 percent slopes	11.09	28.6%		Ile	131	4.3	70			8.7	46	58	76
KnA	Kokomo silt loam, 0 to 1 percent slopes	8.18	21.1%		Ilw	158	5.2				10.4	55	64	88
CeB2	Celina silt loam, 2 to 6 percent slopes, eroded	5.17	13.3%		Ile	115	4.3	74.2	5	4.4	8	39	51	73
SnA	Sloan silt loam, sandy substratum, 0 to 2 percent slopes, frequently flooded	2.54	6.6%		Illw	138						39		80
MeC2	Miamian silt loam, 6 to 12 percent slopes, eroded	0.17	0.4%		Ille	104			4	3.5		41	46	70
Weighted Average					2.07	137.3	4.3	29.9	0.7	0.6	8.5	46.5	55.7	79.9

*efotg PI: Obtained from the NRCS eFOTG (<http://efotg.sc.egov.usda.gov>)
 Soils data provided by USDA and NRCS.

TOPO CONTOURS MAP - TRACTS 1 & 2



©2021 AgriData, Inc.



Source: USGS 3 meter dem

Interval(ft): 2.0

Min: 1,110.8

Max: 1,128.3

Range: 17.5

Average: 1,119.5

Standard Deviation: 3.15 ft



12/1/2021

18-8N-2E
Preble County
Ohio

Map Center: 39° 47' 20.57, -84° 41' 50.79

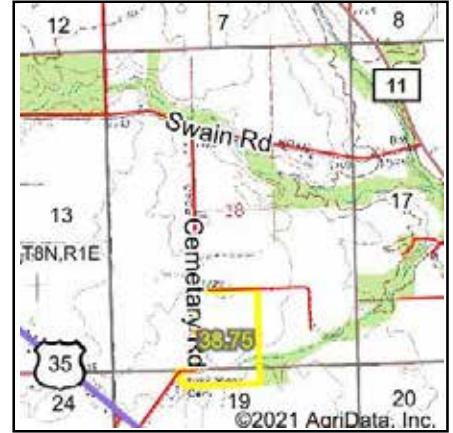
Maps Provided By



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WETLANDS MAP - TRACTS 1 & 2

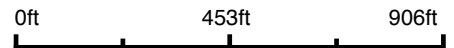


State: **Ohio**
 Location: **18-8N-2E**
 County: **Preble**
 Township: **Washington**
 Date: **12/1/2021**



Maps Provided By:

 CUSTOMIZED ONLINE MAPPING
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Classification Code	Type	Acres
R4SBC	Riverine	0.20
	Total Acres	0.20

Data Source: National Wetlands Inventory website. U.S. DoI, Fish and Wildlife Service, Washington, D.C. <http://www.fws.gov/wetlands/>

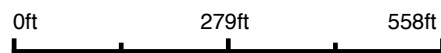
FLOOD ZONE MAP - TRACTS 1 & 2



©2021 AgriData, Inc.



Map Center: 39° 47' 20.57, -84° 41' 50.79



18-8N-2E
Preble County
Ohio



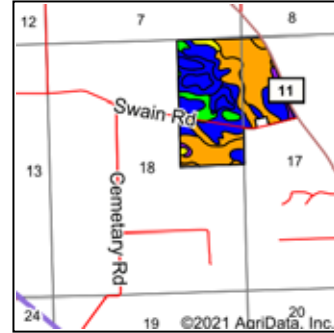
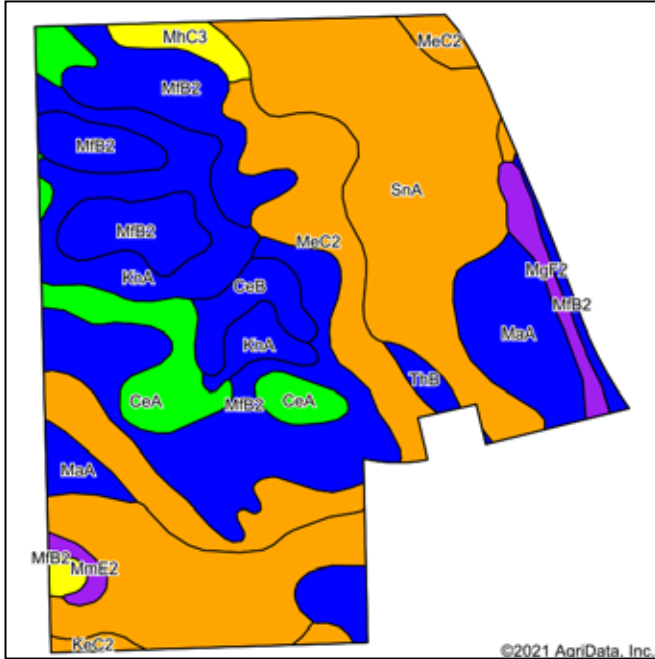
12/1/2021



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Flood related information provided by FEMA

SOIL MAP - TRACTS 3-5



State: **Ohio**
 County: **Preble**
 Location: **18-8N-2E**
 Township: **Washington**
 Acres: **114.94**
 Date: **12/1/2021**

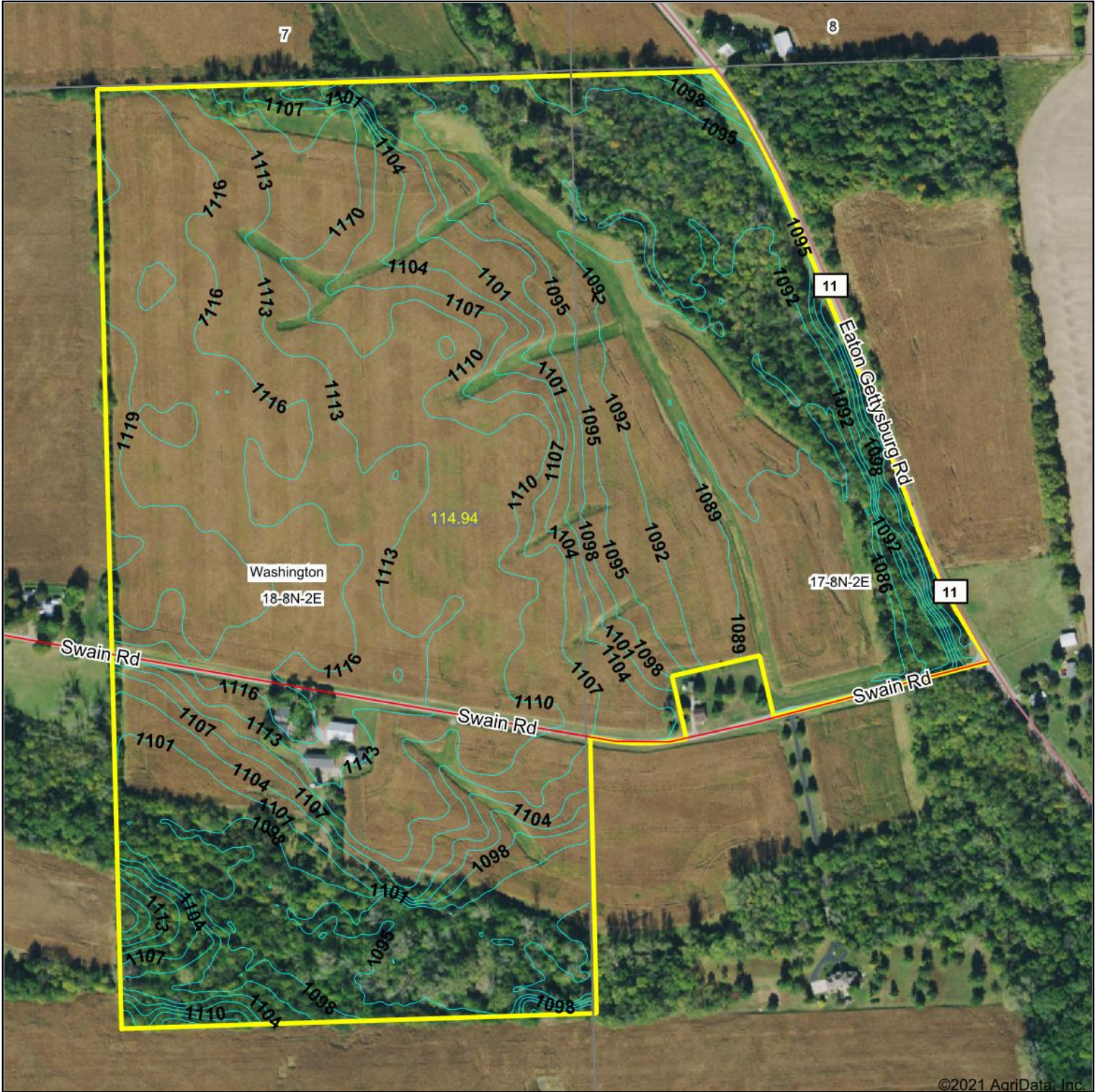


Soils data provided by USDA and NRCS.

Area Symbol: OH135, Soil Area Version: 20															
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Oats Bu	Orchardgrass alfalfa hay Tons	Orchardgrass red clover hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu	*eFOTG PI	
SnA	Sloan silt loam, sandy substratum, 0 to 2 percent slopes, frequently flooded	35.19	30.6%		Illw	138							39	80	
MFB2	Miamian-Celina silt loams, 2 to 6 percent slopes, eroded	27.39	23.8%		Ile	128	4.2				8.5	45	57	74	
MeC2	Miamian silt loam, 6 to 12 percent slopes, eroded	16.04	14.0%		Ille	104				4	3.5		41	70	
KnA	Kokomo silt loam, 0 to 1 percent slopes	10.07	8.8%		Ilw	158	5.2				10.4	55	64	88	
MaA	Medway silt loam, 0 to 1 percent slopes, occasionally flooded	9.61	8.4%		Ilw	152				5	5.8		52	88	
CeA	Celina silt loam, 0 to 2 percent slopes	7.22	6.3%		Iw	121	4.6				8.1	42	53	79	
CeB	Celina silt loam, 2 to 6 percent slopes	2.68	2.3%		Ile	131	4.3	70			8.7	46	58	76	
MhC3	Miamian-Losantville clay loams, 6 to 12 percent slopes, severely eroded	2.18	1.9%		Ive	83				4	3.5		29	50	
MgF2	Miamian-Kendallville silt loams, 25 to 50 percent slopes, eroded	2.02	1.8%		Vile					2	2			0	
ThB	Thackery silt loam, 2 to 6 percent slopes	0.92	0.8%		Ile	135				5.8	6		43	68	
KeC2	Kendallville-Eldean silt loams, 6 to 12 percent slopes, eroded	0.88	0.8%		Ille	90				3.6	4		31	64	
MmE2	Miamian-Hennepin silt loams, 18 to 25 percent slopes, eroded	0.74	0.6%		Vle					2	2			37	
Weighted Average						2.54	127.8	1.8	1.6	1.2	1.2	3.6	42.4	31.9	75.9

*efotg PI: Obtained from the NRCS eFOTG (<http://efotg.sc.egov.usda.gov>)
 Soils data provided by USDA and NRCS.

TOPO CONTOURS MAP - TRACTS 3-5



©2021 AgriData, Inc.



Source: USGS 3 meter dem

Interval(ft): 3.0

Min: 1,083.6

Max: 1,122.6

Range: 39.0

Average: 1,103.6

Standard Deviation: 10.27 ft



12/1/2021

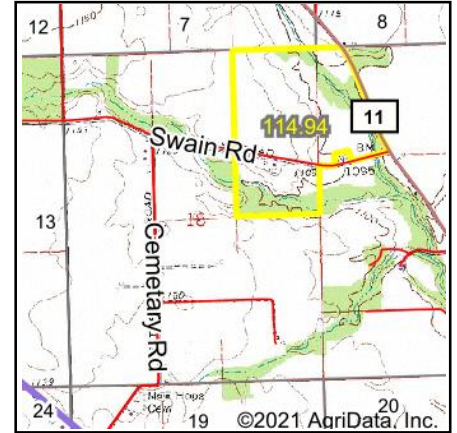
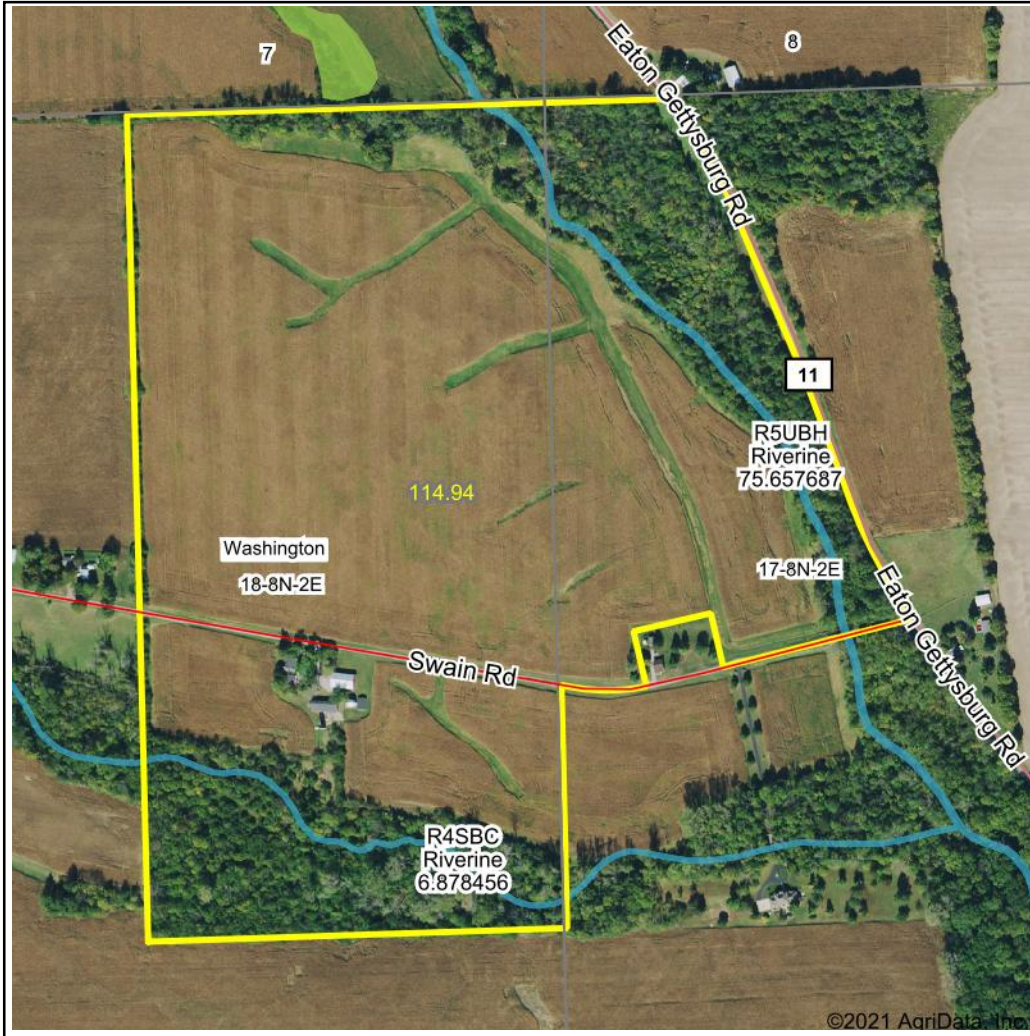
18-8N-2E
Preble County
Ohio

Map Center: 39° 47' 54.64, -84° 41' 22.55



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WETLANDS MAP - TRACTS 3-5

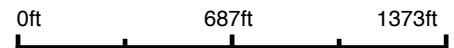


State: **Ohio**
 Location: **18-8N-2E**
 County: **Preble**
 Township: **Washington**
 Date: **12/1/2021**



Maps Provided By

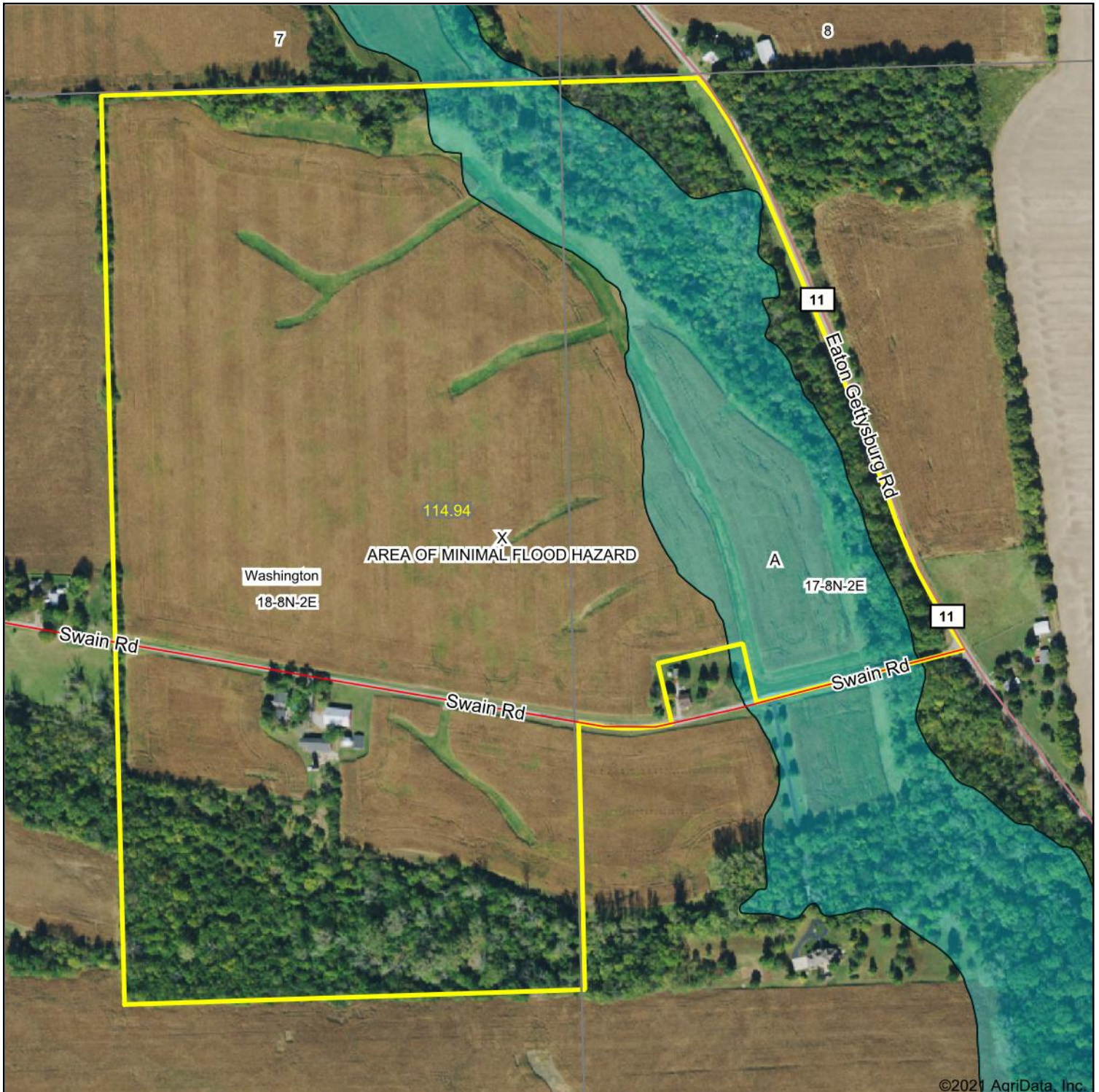
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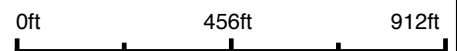
Classification Code	Type	Acres
R5UBH	Riverine	1.31
R4SBC	Riverine	0.70
	Total Acres	2.01

Data Source: National Wetlands Inventory website. U.S. Dol, Fish and Wildlife Service, Washington, D.C. <http://www.fws.gov/wetlands/>

FLOOD ZONE MAP - TRACTS 3-5



Map Center: 39° 47' 54.64, -84° 41' 22.55



18-8N-2E
Preble County
Ohio



12/1/2021



Flood related information provided by FEMA



FSA/USDA INFORMATION

FSA INFORMATION

OHIO
PREBLE
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 1785
Prepared : 9/28/21 12:11 PM
Crop Year : 2022

See Page 3 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name :
39-135-289, 39-135-346, 39-135-362, 39-113-370, 39-165-384, 39-165-398, 39-113-408, 39-165-417, 39-113-421, 39-113-436, 39-113-456, 39-113-470, 39-113-474, 39-113-485, 39-113-523, 39-113-531, 39-113-558, 39-113-681, 39-113-710, 39-113-717, 39-113-725, 39-113-733, 39-109-756, 39-113-765, 39-113-769, 39-113-994, 39-113-1064, 39-135-1099, 39-113-1191, 39-135-1672, 39-135-1785, 39-113-1872, 39-113-1880, 39-113-2049, 39-165-2131, 39-113-2169, 39-113-2323, 39-113-2354, 39-113-2383, 39-113-2496, 39-113-2531, 39-165-2551, 39-113-2571, 39-113-2602, 39-113-2603, 39-113-2607, 39-113-2750, 39-113-2850, 39-113-3016, 39-113-3021, 39-113-3115, 39-113-3142, 39-113-3287, 39-113-3319, 39-113-3339, 39-113-3360, 39-113-3481, 39-109-3516, 39-135-3580, 39-135-3602, 39-113-3668, 39-113-3693, 39-113-3739, 39-113-3767, 39-135-3859, 39-113-3956, 39-135-4000, 39-113-4031, 39-113-4226, 39-113-4291, 39-135-4377, 39-113-4417, 39-113-4448, 39-113-4455, 39-113-4498, 39-113-4499, 39-113-4500, 39-113-4501, 39-135-4641, 39-165-4664, 39-109-4810, 39-165-5198, 39-135-5319, 39-135-5579, 39-135-5750, 39-135-5751

Farms Associated with Operator :

CRP Contract Number(s) : 11199, 11335, 11336

Recon ID : None

Transferred From : None

ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
178.56	127.96	127.96	0.00	0.00	7.80	0.00	0.00	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	120.16	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	SOYBN	CORN

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	97.80	0.00	140	
Soybeans	18.92	0.68	53	
TOTAL	116.72	0.68		

NOTES

Tract Number : 1139

Description : D5-4

FSA Physical Location : OHIO/PREBLE

ANSI Physical Location : OHIO/PREBLE

BIA Unit Range Number :

HEL Status : HEL field on tract.Conservation system being actively applied

Wetland Status : Wetland determinations not complete

WL Violations : None

Owners :

Other Producers : CLARK FAMILY PARTNERSHIP LLP

Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
140.52	89.92	89.92	0.00	0.00	6.90	0.00	0.00

FSA INFORMATION

OHIO
PREBLE
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 1785
Prepared : 9/28/21 12:11 PM
Crop Year : 2022

Tract 1139 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	83.02	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	69.30	0.00	140
Soybeans	10.32	0.68	53
TOTAL	79.62	0.68	

NOTES

Tract Number : 1140

Description : D6-2
FSA Physical Location : OHIO/PREBLE
ANSI Physical Location : OHIO/PREBLE
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners :
Other Producers : CLARK FAMILY PARTNERSHIP LLP
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
38.04	38.04	38.04	0.00	0.00	0.90	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	37.14	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	28.50	0.00	140
Soybeans	8.60	0.00	53
TOTAL	37.10	0.00	

NOTES

FSA INFORMATION

OHIO
PREBLE
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 1785
Prepared : 9/28/21 12:11 PM
Crop Year : 2022

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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7/21, 1:10 PM

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Contract Status:	Approved	Activity Type:	No Activity
Admin State:	Ohio (39)	Admin County:	Preble (135)
Physical State:	Ohio (39)	Physical County:	Preble (135)
Contract Number:	996A	Signup Number:	40
Program Type:	CRP	Signup Name:	Continuous SL40
Program Year:	2012	Signup Type:	Continuous
Contract Description:		Subcategory Type:	REGULAR

Parent Contract: Preble, OH 996

Approval Date:	03/29/2017	Original Contract Start Date:	10/01/2011
Revised Contract Start Date:	10/01/2016	Contract End Date:	09/30/2021
Contract Acres:	3.40	Re-enrolled Acres:	3.40
Cropland Acres:	3.40	Marginal Pastureland Acres:	0.00
Non-Cropland Acres:	0.00	HUC Code:	05080002
Extended:	No	Approved For Early Termination:	No
Termination Criteria:	N/A	Contract Validity:	Valid
Payable Acres:	3.40	Cover Maintenance Performed By:	N/A

Rate Information and PL Rule

Effective Start Date	Effective End Date	Rental Rate per Acre	PL Rule	AGL Threshold
10/01/2016	09/30/2021	\$541	4-PL	\$1,000,000

Farm/Tract and CLU Information

Farm Number	Tract Number	FEI	CLU Acres	Regulation Production Code
1785	1139	9	0.60	None
1785	1139	8	0.30	None
1785	1139	7	0.30	None
1785	1139	6	0.50	None
1785	1139	5	0.30	None
1785	1139	4	1.20	None
1785	1139	10	0.20	None

Producer Information

Producer Name	Address	City	State	Zip	Share	Deceased Producer Date
CLARK FAMILY PARTNERSHIP LLP	7609 LEGENDARY LN	WEST CHESTER	OH	45069	100.00 %	N/A
RODGER CLARK	2104 SWAIN RD	EATON	OH	45320	0.00 %	N/A
SARAH CLARK	1133 16TH ST N	ST PETERSBURG	FL	33705	0.00 %	N/A
STEPHEN CLARK	7609 LEGENDARY LN	WEST CHESTER	OH	45069	0.00 %	N/A

Practice Information

Practice Code	CLU	SOE	Area	Practice Status	Practice Acres	Estimated Cost Share per Practice
CPBA	4			N/A	1.20	\$0
CPBA	9			N/A	0.60	\$0
CPBA	6			N/A	0.50	\$0
CPBA	5			N/A	0.30	\$0
CPBA	7			N/A	0.30	\$0
CPBA	8			N/A	0.30	\$0
CPBA	10			N/A	0.20	\$0

Predecessor-Successor Division(s) of Payment agreement
None

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- CCMIS Home
- Search Contract
- County Reports

View Contract

Contract Status:	Approved	Activity Type:	No Activity
Admin State:	Ohio (39)	Admin County:	Preble (135)
Physical State:	Ohio (39)	Physical County:	Preble (135)
Contract Number:	11199	Signup Number:	48
Program Type:	CRP	Signup Name:	Continuous SU48
Program Year:	2017	Signup Type:	Continuous
Contract Description:	TERRA_OH135_F1785_T1139_S1-10	Subcategory Type:	REGULAR

Approval Date:	08/25/2016	Original Contract Start Date:	10/01/2016
Revised Contract Start Date:	N/A	Contract End Date:	09/30/2026
Contract Acres:	2.10	Re-enrolled Acres:	1.30
Cropland Acres:	2.10	Marginal Pastureland Acres:	0.00
Non-Cropland Acres:	0.00	HUC Code:	050800020501
Extended:	No	Approved For Early Termination:	No
Termination Criteria:	N/A	Contract Validity:	Valid
Payable Acres:	2.10	Cover Maintenance Performed By:	N/A

Rate Information and PL Rule

Effective Start Date	Effective End Date	Rental Rate per Acre	PL Rate	AGI Threshold
10/01/2016	09/30/2026	\$266.47	\$560	5-PL \$900,000

Farm/Tract and CLU Information

Farm Number	Tract Number	CLU	CLU Acres	Rental Reduction Code
1785	1139	21	0.80	None
1785	1139	11	1.30	None

Producer Information

Producer Name	Address	City	State	Zip	Share	Percented Producer Date
CLARK FAMILY PARTNERSHIP LLP	7609 LEGENDARY LN	WEST CHESTER	OH	45069	100.00 %	N/A
RODGER CLARK	2104 SWAIN RD	EATON	OH	45320	0.00 %	N/A
SARAH CLARK	1133 16TH ST N	ST PETERSBURG	FL	33705	0.00 %	N/A
STEPHEN CLARK	7609 LEGENDARY LN	WEST CHESTER	OH	45069	0.00 %	N/A

Practice Information

Practice Code	CLU	Acres	Practice Status	Practice Acres	Estimated Cost Share per Practice
CP8A	11	N/A		1.30	\$12,666
CP8A	21	N/A		0.80	\$7,794

Predecessor-Successor Division(s) of Payment agreement
None

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- Search Contract
- County Reports

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Contract Status:	Approved	Activity Type:	No Activity
Admin State:	Ohio (39)	Admin County:	Preble (135)
Physical State:	Ohio (39)	Physical County:	Preble (135)
Contract Number:	11335	Signup Number:	50
Program Type:	CRP	Signup Name:	SU50 OH Quail SAFE
Program Year:	2018	Signup Type:	Continuous
Contract Description:	TERRA_OH135_F1785_T1140_S2-10	Subcategory Type:	SAFE

Approval Date:	09/14/2017	Original Contract Start Date:	10/01/2017
Revised Contract Start Date:	N/A	Contract End Date:	09/30/2027
Contract Acres:	0.90	Re-enrolled Acres:	0.00
Cropland Acres:	0.90	Marginal Pastureland Acres:	0.00
Non-Cropland Acres:	0.00	HUC Code:	050800020501
Extended:	No	Approved For Early Termination:	No
Termination Criteria:	N/A	Contract Validity:	Valid
Payable Acres:	0.90	Cover Maintenance Performed By:	N/A

Rate Information and PL Rule

Effective Start Date	Effective End Date	Rental Rate per Acre	Contract's Rental Payment	PL Rule	AGI threshold
10/01/2017	09/30/2027	\$193.91	\$175	5-PL	\$900,000

Farm/Tract and CLU Information

Farm Number	Tract Number	CLU	CLU Acres	Rental Reduction Code
1785	1140	0002	0.90	None

Producer Information

Producer Name	Address	City	State	Zip	Share	Deceased Producer Date
CLARK FAMILY PARTNERSHIP LLP	7609 LEGENDARY LN	WEST CHESTER	OH	45069	100.00 %	N/A
RODGER CLARK	2104 SWAIN RD	EATON	OH	45320	0.00 %	N/A
SARAH CLARK	1133 16TH ST N	ST PETERSBURG	FL	33705	0.00 %	N/A
STEPHEN CLARK	7609 LEGENDARY LN	WEST CHESTER	OH	45069	0.00 %	N/A

Practice Information

Practice Code	CLU	SAFE Acres	Practice Status	Practice Acres	Estimated Cost Share per Practice
CP38E-4D	0002	N/A		0.90	\$0

Predecessor-Successor Division(s) of Payment agreement
None

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- CCMS Menu
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Contract Status:	Approved	Activity Type:	No Activity
Admin State:	Ohio (39)	Admin County:	Preamble (135)
Physical State:	Ohio (39)	Physical County:	Preamble (135)
Contract Number:	11336	Signup Number:	50
Program Type:	CRP	Signup Name:	SU50 OH Quail SAFE
Program Year:	2018	Signup Type:	Continuous
Contract Description:	TERRA_OH135_F1785_T1139_S3-10	Subcategory Type:	SAFE

Approval Date:	09/14/2017	Original Contract Start Date:	10/01/2017
Revised Contract Start Date:	N/A	Contract End Date:	09/30/2027
Contract Acres:	4.80	Re-enrolled Acres:	0.00
Cropland Acres:	4.80	Marginal Pastureland Acres:	0.00
Non-Cropland Acres:	0.00	HUC Code:	050800020501
Extended:	No	Approved For Early Termination:	No
Termination Criteria:	N/A	Contract Validity:	Valid
Payable Acres:	4.80	Cover Maintenance Performed By:	N/A

Rate Information and PL Rule

Effective Start Date	Effective End Date	Rental Rate per Acre	PL Rule	AGL Threshold
10/01/2017	09/30/2027	\$217.22	5-PL	\$900,000

Farm/Tract and CLU Information

Farm Number	Tract Number	CLU	CLU Acres	Rental Reduction Code
1785	1139	0016	1.40	None
1785	1139	0015	1.50	None
1785	1139	0014	1.30	None
1785	1139	0013	0.60	None

Producer Information

Producer Name	Address	City	State	Zip	Share	Deceased Producer Date
CLARK FAMILY PARTNERSHIP LLP	7609 LEGENDARY LN	WEST CHESTER	OH	45069	100.00 %	N/A
RODGER CLARK	2104 SWAIN RD	EATON	OH	45320	0.00 %	N/A
SARAH CLARK	1133 16TH ST N	ST PETERSBURG	FL	33705	0.00 %	N/A
STEPHEN CLARK	7609 LEGENDARY LN	WEST CHESTER	OH	45069	0.00 %	N/A

Practice Information

Practice Code	CLU	Share	Practice Status	Practice Acres	Estimated Cost Share per Practice
CP38E-4D	0015		N/A	1.50	\$0
CP38E-4D	0016		N/A	1.40	\$0
CP38E-4D	0014		N/A	1.30	\$0
CP38E-4D	0013		N/A	0.60	\$0

Predecessor-Successor Division(s) of Payment agreement
None

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Back

FSA INFORMATION



Preble County, Ohio

Farm: 1785
Tract: 1139

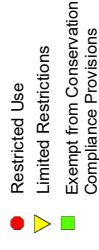
2021 Program Year
Map Created: 3/29/2021

Preble/Montgomery County
Farm Service Agency
2789 US Route 35 E, Suite #3
West Alexandria, OH 45381
Phone (937)456-4211

Common Land Unit



Wetland Determination Identifiers

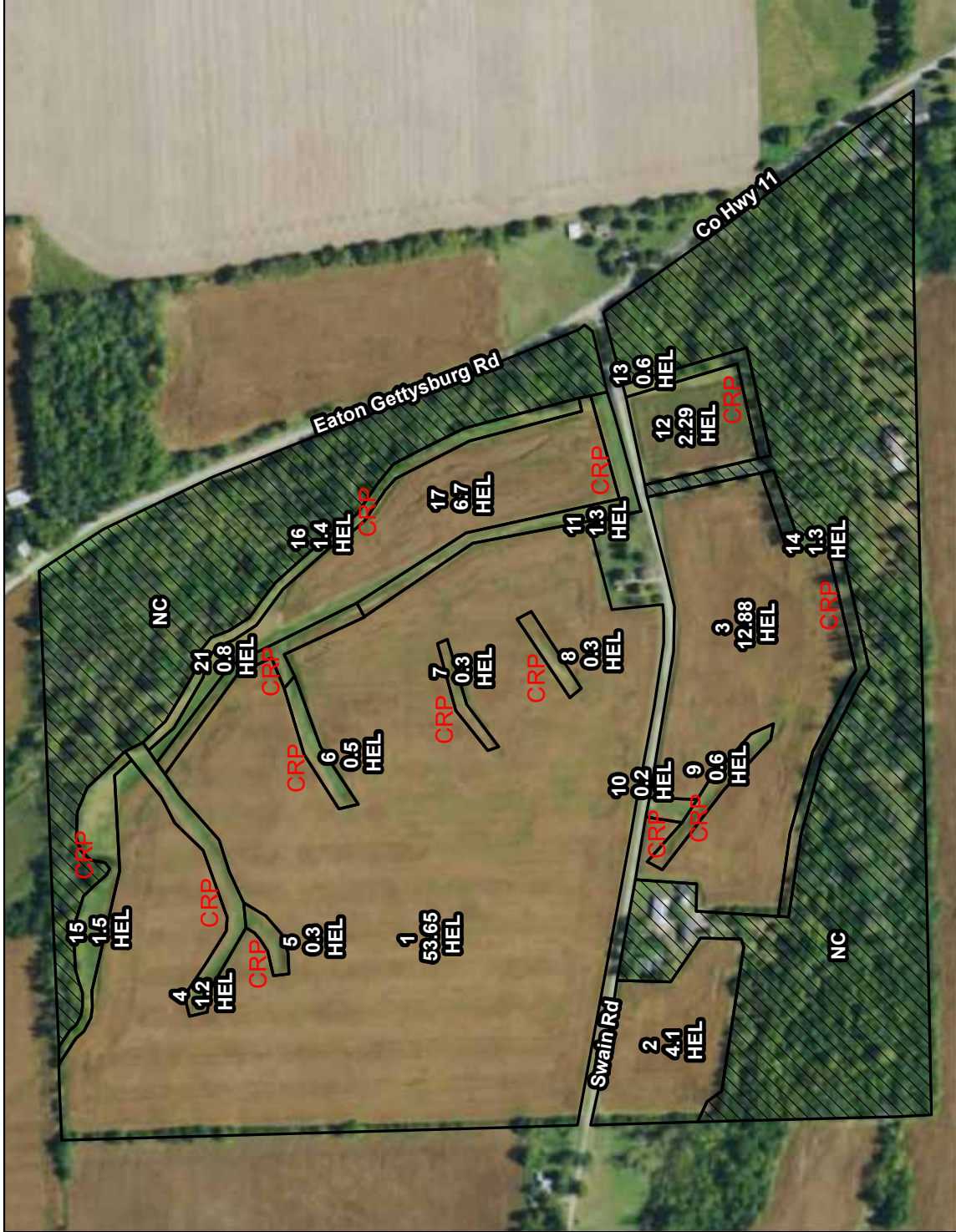


All of the below are true unless otherwise indicated:

All crops = NI
All crops = NI
Corn = YEL
Soybeans = COM
Wheat = SRW



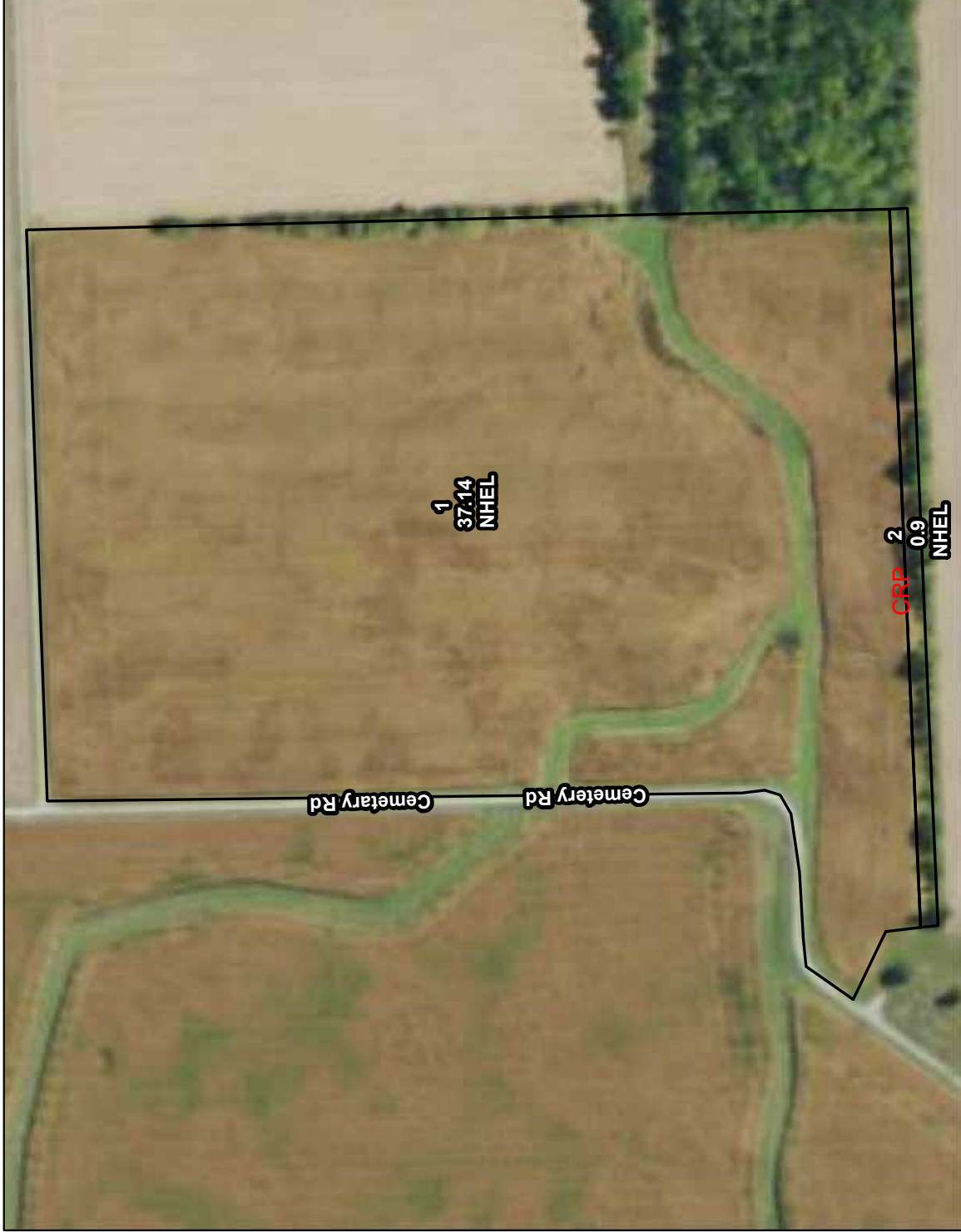
0 290 580 Feet



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Preble County, Ohio



Farm: 1785
Tract: 1140

2021 Program Year
Map Created: 3/29/2021

Preble/Montgomery County
Farm Service Agency
2789 US Route 35 E, Suite #3
West Alexandria, OH 45381
Phone (937)456-4211

Common Land Unit

- CLU Boundary
- Non Cropland

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

All of the below are true unless otherwise indicated:

- All crops = NI
- All crops = NI
- Corn = YEL
- Soybeans = COM
- Wheat = SRW



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**PRELIMINARY
TITLE**

PRELIMINARY TITLE

ATTORNEY'S CERTIFICATE OF TITLE

To: **Schrader Real Estate & Auction Company**

The undersigned hereby certifies that she has made a thorough examination of the records of Preble County, Ohio, since March 13, 1951 at 2:43 p.m. for Tract 1 located in Section 18 and 19 of Washington Township; since January 2, 1920 at 3:00 p.m. for Tract 2 located in Section 17 of Washington Township; and since August 13, 1945 at 3:01 p.m. for Tract 3 located in Section 18 of Washington Township, Preble County, Ohio, as disclosed by the public indexes in accordance with the Ohio Marketable Title Act, relating to premises hereinafter described.

This certificate does not purport to cover matters not of record in said County, including right of persons in possession, questions which a correct survey or inspection would disclose, rights to file mechanic's liens, special taxes and assessments not shown by the County Treasurer's records, Federal bankruptcy records, or zoning and other governmental regulations, including flood zone determination, or liens asserted by the United States or State of Ohio, their agencies and officers under the Ohio Solid Hazardous Waste Disposal Act, Federal Super Fund Amendments, and under Racketeering Influence Corrupt Organization Acts and Receivership Liens, unless the lien is filed in the public records of the county in which the property is located.

The undersigned further certifies that, in her opinion, based upon said records, the fee simple title to said premises for Tract 1 is vested of record in **Stephen H. Clark (an undivided one-third interest); Rodger B. Clark (an undivided one-third interest); and Sarah Clark Holloway (an undivided one-third interest)**, by a Certificate of Transfer Ruth J. Clark, deceased, Preble County Probate Court, Case Number 20091084, dated 11/5/2010, filed 12/9/2010 at 11:17 a.m., and recorded in Official Records Volume 301, Page 1037, Recorder's Office, Preble County, Ohio; and that as appears from said records, the title is marketable and free from encumbrances except and subject to the matters set forth herein below, exclusive.

The undersigned further certifies that, in her opinion, based upon said records, the fee simple title to said premises for Tract 2 is vested of record in **Stephen H. Clark (an undivided one-third interest); Rodger B. Clark (an undivided one-third interest); and Sarah Clark Holloway (an undivided one-third interest)**, by a Certificate of Transfer Ruth J. Clark, deceased, Preble County Probate Court, Case Number 20091084, dated 11/5/2010, filed 12/9/2010 at 11:17 a.m., and recorded in Official Records Volume 301, Page 1044, Recorder's Office, Preble County, Ohio; and that as appears from said records, the title is marketable and free from encumbrances except and subject to the matters set forth herein below, exclusive.

The undersigned further certifies that, in her opinion, based upon said records, the fee simple title to said premises for Tract 3 is vested of record in **Stephen H. Clark (an undivided one-third interest); Rodger B. Clark (an undivided one-third interest); and Sarah Clark Holloway (an undivided one-third interest)**, by a Certificate of Transfer Ruth J. Clark, deceased, Preble County Probate Court, Case Number 20091084, dated 11/5/2010, filed 12/9/2010 at 11:17 a.m., and recorded in Official Records Volume 301, Page 1040, Recorder's Office, Preble County, Ohio; and that as appears from said records, the title is marketable and free from encumbrances except and subject to the matters set forth herein below, exclusive.

1. Taxes and assessments are carried under parcel number(s):

Tract 1:

L38-8218-000-00-006-000 (32.72 acres) and are **paid** for the first half of the 2020 taxes, in the amount of \$298.23, which includes \$5.69 for Clark ditch assessment number 11-821-00. Second half taxes for the 2020 tax year are **paid** in the amount of \$298.23, which includes \$5.69 for Clark ditch assessment number 11-821-00.

L38-8219-200-00-002-000 (5.0 acres) and are **paid** for the first half of the 2020 taxes, in the amount of \$31.85, which includes \$1.09 for Clark ditch assessment number 11-821-00. Second half taxes for the 2020 tax year are **paid** in the amount of \$31.85, which includes \$1.09 for Clark ditch assessment number 11-821-00.

PRELIMINARY TITLE

L39-8219-100-00-001-000 (1.7 acres) and are **paid** for the first half of the 2020 taxes, in the amount of \$19.22, which includes \$1.00 for Clark ditch assessment number 11-821-00. Second half taxes for the 2020 tax year are **paid** in the amount of \$19.22, which includes \$1.00 for Clark ditch assessment number 11-821-00.

Tract 2:

L39-8217-100-00-003-000 (51.992 acres) and are **paid** for the first half of the 2020 taxes, in the amount of \$334.90. Second half taxes for the 2020 tax year are **paid** in the amount of \$334.90.

Tract 3:

L39-8218-000-00-001-000 (80 acres) and are **paid** for the first half of the 2020 taxes, in the amount of \$1,410.10, which includes \$2.50 for 911 assessment number 17-911-00, and \$47.17 for Landfill assessment number 33-002-00. Second half taxes for the 2020 tax year are **paid** in the amount of \$1,410.10, which includes \$2.50 for 911 assessment number 17-911-00, and \$47.17 for Landfill assessment number 33-002-00.

Subject to taxes and assessments for the year 2021, payable in 2022, which are undetermined and not yet payable, but a lien against the premises. Subject to taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including any retroactive increases in taxes or assessments resulting from an retroactive increase in the valuation of the land by the State, County, Municipality, Township or other taxing authority. Taxes are figured at CAUV rates and if the land is taken out of agricultural use there arises a charge levied upon said land in an amount equal to the tax savings for the three preceding tax years. The undersigned does not certify against loss or damage nor will it pay attorneys fees or costs for recoupment of taxes pursuant to RC Chapter 5713 et seq. if said land or any part thereof is or has been converted to non-agricultural use.

2. Tract 2 - Right of Way from Orion S. Clark and Bertha Clark, to Darke Rural Electric Co-Operative, Inc., dated 3/9/1937, filed 7/29/1937 at 3:45 p.m. and recorded in Deed Record Volume 158, Page 615, Recorder's Office, Preble County, Ohio. See copy attached.
3. Tract 2 - Right of Way from James W. Clark Estate and Orion S. Clark, to Darke Rural Electric Co-Operative, Inc., dated 3/9/1937, filed 7/29/1937 at 3:45 p.m. and recorded in Deed Record Volume 158, Page 608, Recorder's Office, Preble County, Ohio. See copy attached.
4. Tract 2 & 3 - Oil and Gas Lease from Hubert E. Clark and Ruth J. Clark, to Ohio Oil & Gas Co., its successors and assigns, dated 7/1/1981, filed 8/3/1981 at 11:05 a.m. and recorded in Lease Book Volume 10, Page 121, Recorder's Office Preble County, Ohio. This lease was assigned to Jones-Kinnico Leasehold Partnership by assignment dated 12/20/1981, filed 5/20/1982 at 10:45 a.m. and recorded in Certificate of Release Volume 18, Page 776, Recorder's Office, Preble County, Ohio.
5. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 USC 499 a, et seq.) or the Poultry and Stockyards Act (7 USC 181 et seq.) or under similar laws.
6. Riparian rights are neither guaranteed nor insured/certified.
7. Tracts 2 & 3 - The legal description for the examined tract is stamped "Does not meet Preble County Engineering Standards. A new survey is recommended." This stamp does not mandate a new survey. The property can continue to be transferred using the current description.
8. Notwithstanding the reference to acreage or square footage in the description set forth below, this certificate does not insure nor guarantee the acreage or quantity of land set forth herein.
9. Rights of the public in and to that portion of the land lying within the bounds of any legal highway, including Cemetery Road, Swain Road, and Eaton Gettysburg Road.

PRELIMINARY TITLE

Said property is situated in the County of Preble, State of Ohio, and is described as follows:

TRACT ONE:

FIRST TRACT: The following real estate situate in the County of Preble, State of Ohio, and the Township of Washington and bounded and described as follows to: Being a part of the Southeast quarter of Section 18, Township 8, Range 2 East, and a part of the Northeast Quarter of Section 19, Township 8, Range 2 East, beginning at the Southwest corner of the Southeast Quarter of Section 18 and running thence North 3-3/4° East, 29.50 poles to a marked boulder corner on the west line of the Southeast Quarter of Section 18; thence North 80-3/4° East, about 62 1/2 poles to the West line of James M. Spacht's land (formerly Margaret Bonebrake's dower); thence South 3 1/2° East, along the West line of said Spacht's land about 50 poles to the Southwest corner of same; thence South 85-3/4° West, 62 poles and 3 links to the West line of the Northeast Quarter of Section 19; thence North 3 1/2° West, 14 poles and 20 links to the place of beginning, containing **18** acres more or less. **ALSO**, the following real estate situate in the Township of Washington and County of Preble and State of Ohio and bounded and described as follows, to-wit: Being a part of the Southeast Quarter of Section 18 in Township 8 of Range 2 East, beginning at a lime stone corner on the middle of the West line of said Southeast Quarter; thence South 3-3/4° East, 51.44 poles to a marked stone corner on the West line of said Southeast Quarter; thence North 80-3/4° East, about 62 poles to a marked stone corner on the West line of James M. Spacht's land (formerly Margaret Bonebrake's dower); thence North 3 1/2° East, about 48 poles to a corner on D. Bonebrake's (now John Straders) line; thence South 86° West, about 62 poles to the place of beginning, containing **20** acres more or less, **EXCEPT**, a strip 20 feet wide off the North side of said tract heretofore sold to Maple Spacht by deed dated January 23, 1897, and recorded in Book 100, page 28 Deed Records of Preble County, Ohio. Being the same premises described in Deed Book recorded in Deed Book 126 at page 627 of the Deed Records in the Preble County, Ohio, Recorder's Office.

SECOND TRACT: Situated in the Township of Washington, County of Preble and State of Ohio, and being a part of the Northwest quarter of Section 19, Township No. 8, of range 2 East, and bounded and described as follows to-wit: Beginning at a "T" on a stone at the Northeast corner of said Northwest quarter section; thence South 0° 45" East 14.78 rods to a "t" on a stone; thence South 89° 15" West 15 rods to a "T" on a stone; thence North 0° 45" West 5.70 rods to a corner; thence North 73° 30" West 9.03 rods to a "T" on a stone; thence North 37° East 8.03 rods to a corner in the North line of said Northwest quarter; thence North 89° 15" East 18.66 rods to the place of beginning, and containing **1.70** acres of land more or less. Subject to all legal highways and rights-of-way.

L38-8218-000-00-006-000 (32.72 acres)

L38-8219-200-00-002-000 (5.0 acres)

L39-8219-100-00-001-000 (1.7 acres)

TRACT TWO:

Situate in the Township of Washington in the County of Preble and State of Ohio and described as follows:

Situate in Washington Township, Preble County, Ohio, and being a part of the North West Quarter of Section 17, T. 8, R. 2 East beginning at the North West corner of said Quarter; thence South 160 Rods to the South West corner of said Quarter; thence East 93 Rods to a point in the middle of Seven Mile Creek; thence North to a point in the middle of the New Paris and Eaton Pike; thence North West along the middle of said New Paris and Eaton Pike to the place of beginning containing **58** acres of land, more or less and being all of the land described in deed from George B. Swain and wife to James W. Clark lying west of the New Paris Pike, and recorded in Deed Book No. 109, Page 93.

EXCEPT for the following described real estate:

PRELIMINARY TITLE

Situated in the Northwest Quarter of Section Seventeen (17), Township Eight (8) North, Range Two (2) East, Washington Township, Preble County, Ohio, being part of a 58 acre tract described in Preble County Deed Records Volume 211, Page 86, and being more particularly described as follows:

Commencing at a point on a stone at the southwest corner of said northwest quarter; thence North 0° 00' 00" West, along the west line of said quarter, 786.1 feet to a point in the center of Swain Road; thence South 85° 28' 00" East 227.6 feet to an iron pin in the center of said road; being the TRUE POINT OF BEGINNING for the tract herein described, witness an iron pin North 0° 41' 00" West 25.00 feet; thence North 0° 41' 00" West 168.21 feet to an iron pin; thence North 75° 58' 45" East 262.28 feet to an iron pin; thence South 9° 38' 15" East 171.97 feet to an iron pin in the center of Swain Road, witness an iron pin North 9° 38' 15" West 25.00 feet; thence South 77° 31' 45" West, along said road, 288.05 feet to the point of beginning, containing 1.061 acres, more or less, being subject to legal highways and other easements of record.

EXCEPT for the following described real estate:

Situated in the Northwest Quarter of Section Seventeen (17), Township Eight (08) North, Range Two (02) East, Washington Township, Preble County, Ohio, being part of a 58 acre tract described in Deed Records Volume 303, Page 489, in the office of the Preble County Recorder, and being more particularly described as follows:

Commencing at a high point on a stone found at the southwest corner of said Northwest Quarter; thence North 89° 44' 46" East 320.00 feet along the south line of said quarter, to an iron pin set, being the TRUE POINT OF BEGINNING FOR THE TRACT HEREIN DESCRIBED;

THENCE North 00° 15' 14" West 285.00 feet along a new division line, to an iron pin set, thence North 89° 44' 46" East 324.56 feet along a new division line, to an iron pin set; thence North 09° 52' 06" West 558.92 feet along a new division line, to an iron pin set in Swain Road, witness an iron pin set South 09° 52' 06" East 30.03 feet; then North 77° 31' 45" East 40.04 feet along the centerline of said road, to an iron pin set, witness an iron pin set South 09° 52' 06" East 30.03 feet; thence South 09° 52' 06" East 567.51 feet along a new division line, to an iron pin set; thence North 89° 44' 46" East 311.87 feet along a new division line, to an iron pin set; thence South 00° 15' 14" East 285.00 feet along a new division line, to an iron pin set; thence South 89° 44' 46" West 677.00 feet along the south line of said quarter, to the point of beginning, containing 4.947 acres, more or less, having 0.028 acres, more or less, within the right-of-way of said public road, being subject to said right-of-way and to any other legal easements of record.

L39-8217-100-00-003-000 (51.992 acres) 58 - 1.061 - 4.947

TRACT THREE:

Being all of the East half of the Northeast Quarter of Section 18, Washington Township, Number 8 North, Range 2 East, Preble County, Ohio, containing 80 acres of land, more or less.

L39-8218-000-00-001-000

Dated this 24th day of November, 2021 at 7:59 a.m.


Jill E. Hittle, Attorney at Law
112 N. Barron Street
Eaton, OH 45320
Telephone: 937-456-4104
Fax: 937-336-5033

PRELIMINARY TITLE

615

17807

158-615

667

Grant of Right of Way

Know all men by these presents, that Irma Deam grantor in consideration of One Dollar and other valuable consideration, to her paid by Darke Rural Electric Cooperative Inc., the receipt thereof is hereby acknowledged, does hereby grant, bargain, sell and convey to said Darke Rural Electric Cooperative Inc., its successors and assigns forever, the perpetual right and easement to erect and maintain electric lines, consisting of conduits, cables, wires and distributing appliances, for the purpose of distributing, transmitting and using electricity on, over, under, and across the following real estate, to-wit:

CCO A. located in S.W. 1/4 of Sec. 21 Washington Twp. in Preble Co., O.

The route to be taken by said lines across said lands shall be as follows: Along the north side of the Eaton & New Hope and then south on private right of way road as now or hereafter located - Private right of way to be located at a point about 250 ft. from east corner on south side of Eaton and New Hope road, no pole to be set on the Deam farm.

With full right and authority to the grantee, its successors and assigns, to enter at all times upon said premises, for the purpose of constructing, repairing, replacing and maintaining conduits, towers, poles or other supports, and wires and distributing appliances with all necessary braces, guys, anchors, and transformers and stringing upon such towers, poles or other supports or supporting therefrom, or placing in such conduits, lines of wire, or other conductors for the transmission of electric energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines.

This easement shall be in full force and effect provided construction shall be begun on or before the ___ day of ___ 1937.

Signed this 11 day of March 1937.

Signed and acknowledged in the presence of

Geo. E. Gephart

R. L. Miller

Irma Deam

State of Ohio, Preble County, ss:

Be it remembered that on this 11 day of March 1937, personally appeared before me, the undersigned, a Notary Public in and for said County, the above named Irma Deam grantor, in the foregoing grant, and acknowledged the execution thereof to be her voluntary act and deed.

In testimony whereof I have hereunto signed my name and affixed my official seal the day and year last mentioned above.

Notary Public Geo. E. Gephart Preble County, Ohio

Geo. E. Gephart, My commission expires Sept. 17, 1938

Received for Record July 28th 1937 at 3:48 P.M.

Recorded August 9th 1937

Fee \$1.60

Eugene L. Stephen Recorder

by *Eugene L. Stephen*

Deputy

668

17869

Grant of Right of Way

Know all men by these presents, that Orion C. Clark, Bertha Clark, grantor in consideration of One Dollar and other valuable consideration to them paid by Darke Rural Electric Cooperative Inc., grantor, the receipt thereof is hereby acknowledged, does hereby grant, bargain, sell and convey to said Darke Rural Electric Cooperative Inc., its successors and assigns forever, the perpetual right and easement to erect and maintain electric lines consisting of conduits, cables, poles, wires, and distributing appliances, for the purpose of distributing, transmitting and using electricity, on, over, under, and across the following real estate, to-wit:

CCO A. located in S.W. 1/4 of Sec. 17 Washington Twp. Preble Co., O.

The route to be taken by said lines across said lands shall be as follows: Along the north side of the twin road as now or hereafter located 1 ft. within road right of way

With full right and authority to the grantee its successors and assigns to enter at all times upon said premises, for the purpose of constructing, repairing, replacing and maintaining conduits, towers, poles or other supports and wires, and distributing appliances with all necessary braces, guys, anchors and transformers, and stringing upon such towers, poles or other supports or supporting therefrom, or placing in such conduits, lines of wire, or other conductors for the transmission of electric energy, to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines.

This easement shall be in full force and effect provided construction shall be begun on or before the ___ day of ___ 1937.

Signed this 3 day of March 1937.

Signed and acknowledged in the presence of;

Geo. E. Gephart

Henry Pence

Orion C. Clark

Bertha Clark

State of Ohio
Preble County, ss:

Be it remembered that on this 3 day of March 1937, personally appeared before me the undersigned a Notary Public in and for said County, the abovesaid Orion C. Clark, Bertha Clark, grantor in the foregoing grant, and acknowledged the execution thereof to be their voluntary act and deed.

In testimony whereof I have hereunto signed my name and affixed my official seal the day and year last mentioned above.

Notary Public Geo. E. Gephart, Preble County, Ohio

Geo. E. Gephart, My commission expires Sept. 17, 1938

Received for Record July 28th 1937 at 3:45 P.M.

Recorded August 9th 1937

Fee \$1.60

Eugene L. Stephen Recorder

by *Eugene L. Stephen*

Deputy

PRELIMINARY TITLE

608

17884

158-608

653

Grant of Right of Way

Know all men by these presents, that James W. Clarke, estate, Orion S. Clark Agent, grantor in consideration of One Dollar and other valuable consideration, to him paid by Darke Rural Electric Cooperative Inc., grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to said Darke Rural Electric Cooperative Inc., its successors and assigns forever, the perpetual right and easement to erect and maintain electric lines, consisting of conduits, cables, poles, wires, and distributing appliances, for the purpose of distributing, transmitting and using electricity, on, over, under, and across the following real estate, to-wit:

25 A. located in N.W. 1/4 of Sec. 17 Washington Twp. in Preble Co., O.

The route to be taken by said lines across said lands shall be as follows: Along the east side of the Laxon & Gettysburg road or now or hereafter located 1 ft. within road right of way.

With full right and authority to the grantee, its successors and assigns to enter at all times upon said premises, for the purpose of constructing, repairing, replacing and maintaining conduits, towers, poles or other supports and wires and distributing appliances, with all necessary braces, guys, anchors and transformers and stringing upon such towers, poles or other supports or supporting therefrom, or placing in such conduits, lines of wire or other conductors for the transmission of electric energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines.

This easement shall be in full force and effect provided construction shall be begun on or before the ___ day of ___ 193__.

Signed this 29 day of March 1937.

Signed and acknowledged in the presence of:

Geo. E. Sechart
Henry Pence

James W. Clark
Orion S. Clark, Agent

State of Ohio
Preble County, ss:

As it remembered that on this 9 day of March 1937, personally appeared before me the undersigned, Notary Public in and for said County, the above named James W. Clark Est. Orion S. Clark, agent, grantor in the foregoing grant, and acknowledged the execution thereof to be his voluntary act and deed.

In testimony whereof I have hereunto signed my name and affixed my official seal the day and year last mentioned above.

Notary Public Geo. E. Sechart Preble County, Ohio
Geo. E. Sechart My commission expires Sept. 17, 1938

Received for Record July 28th 1937 at 3:45 P.M.
Recorded August 7th 1937
Fee \$.50

Eugene L. Stephen Recorder

By *Gutierrez* Deputy

654

17885

Grant of Right of Way

Know all men by these presents, that F. S. Wolf, grantor in consideration of One Dollar and other valuable consideration to him paid by Darke Rural Electric Cooperative Inc., grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to said Darke Rural Electric Cooperative Inc., its successors and assigns forever the perpetual right and easement to erect and maintain electric lines, consisting of conduits, cables, poles, wires and distributing appliances, for the purpose of distributing, transmitting and using electricity on, over, under and across the following real estate, to-wit:

25.68 A. located in N.W. 1/4 and N.E. 1/4 of Sec. 17 Washington Twp. in Preble Co., O.

The route to be taken by said lines across said lands shall be as follows: Along the east side of the Laxon & Gettysburg and West side of Spacht road as now or hereafter located 1 ft. within road right of way.

With full right and authority to the grantee, its successors and assigns to enter at all times upon said premises for the purpose of constructing, repairing, replacing and maintaining conduits, towers, poles or other supports and wires and distributing appliances with all necessary braces, guys, anchors and transformers, and stringing upon such towers, poles or other supports or supporting therefrom or placing in such conduits, lines of wire or other conductors for the transmission of electric energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines.

This easement shall be in full force and effect provided construction shall be begun on or before the ___ day of ___ 193__.

Signed this 9 day of March 1937.

Signed and acknowledged in the presence of:

Geo. E. Sechart
Henry Pence

Ferry S. Wolf

State of Ohio
Preble County, ss:

As it remembered that on this 9 day of March 1937, personally appeared before me the undersigned a Notary Public in and for said County, the above named Ferry S. Wolf grantor, in the foregoing grant, and acknowledged the execution thereof to be his voluntary act and deed.

In testimony whereof I have hereunto signed my name and affixed my official seal the day and year last mentioned above.

Notary Public Geo. E. Sechart Preble County, Ohio
Geo. E. Sechart My commission expires Sept. 17, 1938

Received for Record July 28th 1937 at 3:45 P.M.
Recorded August 7th 1937
Fee \$.50

Eugene L. Stephen Recorder

By *Gutierrez* Deputy

PRELIMINARY TITLE

Vol 010 - 121

Form J.S. 1180

This instrument was prepared by: W.R. JONES

THIS AGREEMENT, made and entered into this 15 day of JULY, A.D. 1982, by and between HUBERT E. CLARK of WASHINGTON County, Ohio, and RUTH J. CLARK of WASHINGTON County, Ohio, both of whom are the owners and possessors of the premises hereinafter described, together with the exclusive rights to drill for produce and market oil and gas and their constituents and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water and to transport from across and through said lands of land and gas and their constituents from the subject and other lands and to possess, use and occupy so much of said premises as is necessary and convenient in removing or transporting across said lands the above named products by pipe lines or otherwise for a term of ten (10) years and so much longer thereafter as oil, gas or their constituents are produced in paying quantities thereon, operations are maintained on all of that certain tract of land situated in

Sec. No. 17/18/17, Township of WASHINGTON, County of PREBLE and State of OHIO bounded substantially as follows:
On the North by the lands of KRAMER
On the East by the lands of KESSLER, FUDGE
On the South by the lands of RAUTSAW
On the West by the lands of RAUTSAW
containing ONE HUNDRED EIGHTY (180) acres, more or less, being all the land owned by Lessor in said Township, provided, however, that if at the termination of said term, either primary or extended, there is a well in process of being drilled or said lands, then this lease shall continue in force so long as the drilling of such well is continued with reasonable diligence and so much longer thereafter as oil or gas or their constituents are produced in paying quantities, in the judgment of the Lessee, it being understood, however, that no well shall be drilled within 200 feet of the bars or dwelling on said premises without the consent of Lessor.

2. In consideration of the premises the said parties covenant and agree as follows:
Lessor to deliver to the credit of the Lessor in tanks or pipe lines one-eighth (1/8) of the oil produced and saved from the premises. Lessor to receive the full market price per thousand cubic feet for one-eighth (1/8) of all gas marketed from said premises, and the same to be paid for on or before the 20th day of the month following in which same is marketed.

3. Lessee to commence a well on said premises within two months from this date or pay to Lessor ONE HUNDRED EIGHTY dollars (\$ 180.00) each year, payable quarterly thereafter until said well is commenced or this lease surrendered, but the completion of a well upon said lands is productive of oil or gas in paying quantities shall be considered as the commencement of a well and the rental of forty cents a for a period of one year thereafter and in no event shall the rental cease to be paid for more than one year after the drilling of a dry hole regardless of the primary term provided for in the written lease. In the event gas can be produced, but due to a lack of transmission facilities or lack of refining facilities same cannot be marketed, Lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, as royalty, an amount equal to the delay rental provided in paragraph 3 hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under paragraph 4 hereof. This lease shall become null and void for failure to pay rental for any period when same becomes due and payable, provided however that Lessee or his assigns is given 10 days written notice of his failure to pay said rentals and they are not paid within said 10 days.

4. Lessee shall bury, when so requested by Lessor all pipe lines used to transport gas or oil or across the premises and pay all damages caused by operations under this lease and damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee and the third by the two so appointed as above, and the award to such three persons shall be final and conclusive.

5. Lessor may lay a line to any gas well on said lands and take gas produced from said well for use for light and heat in one dwelling house on said land, at Lessor's own risk, subject to the use and at the right of abandonment of the well by the Lessee. The first two hundred thousand cubic feet of gas taken in each year shall be free of cost, but oil gas in excess of two hundred thousand cubic feet taken in each year shall be paid for at the current published rates in the town nearest the premises above described and the measurements and regulations shall be by meter and regulators set at the tap on the line. This privilege is upon the condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas.

6. The Lessee at any time may notify the Lessor in writing at Lessor's last known address, by registered mail, of the Lessee's intention to use any well located on the leased premises and the leased premises for any and all of the purposes hereinbefore provided by injecting, storing or holding in storage, and removing gas and oil and for any such storage or for any other purposes underlying the premises, and upon the giving of such notice the Lessee may use any such well and the leased premises for any and all of said purposes. The Lessee shall pay to the Lessor a rental of \$200.00 each year for each such well so used; provided that the rental for the first year for a well so used shall be equivalent to the one-eighth royalty payments to the Lessor if more than \$200.00 for gas produced and marketed from such well during the consecutive periods of time aggregating 180 days next preceding the giving of such notice, and for each year thereafter a rental, for such well so used equivalent to that year's rental if more than \$200.00, reduced each year by the amount of \$200.00 until reduced to \$200.00, and for each year thereafter a rental of \$200.00 for such well so used. If there shall be no well used for gas storage purposes on the leased premises, but if a well is used by the Lessee for any of the gas storage purposes hereinbefore specified shall be located on the other lands and such well shall be located within one mile of any line of the leased premises, the Lessee may give 10 days written notice to the Lessor of its intention to use the leased premises for any or all of said gas storage purposes, and thereupon may use the leased premises for said purposes and shall be the sole judge as to whether gas is being stored or held in storage within the leased premises. The rental each year for such use shall be the same amount as, but in lieu of, the delay rental hereinbefore provided to be paid to continue this lease in effect until the commencement of a well or of the use of the premises for any of the gas storage purposes and shall have the same effect of continuing this lease in force as though a producing well or a well used for gas storage purposes were drilled on the leased premises, provided that if a well is thereafter drilled and used for any of the gas storage purposes on the leased premises the rental for such use of the leased premises, in lieu of the foregoing rental, shall be \$200.00 each year for such well and the same sum each year for each additional well so drilled and used. If the Lessee ceases to use a well for gas storage purposes but continues to use the premises for such purposes and there shall be no other well located thereon, the rental for such use shall be the same rental hereinbefore provided. All land rentals and well rentals may be paid by the Lessee in quarterly-year installments.

7. The Lessor hereby grants to the Lessee the right to consolidate the leased premises or parts thereof with other lands to form an oil and gas development unit of not more than one hundred and sixty (60) acres for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises and the provisions of this lease shall apply to all the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were coterminous and subject to this lease, provided, however, that only the owner of the lands on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the oil and gas royalty herebefore provided, that proportion of such royalty which the acreage herein leased bears to the total number of acres comprising said development unit. If a development unit shall thereafter be used for gas storage purposes the well rental or land rental hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each such parcel bears to the entire acreage of said unit.

8. It is agreed that the acreage rentals or royalties on any well, or wells, paid and to be paid as herein provided and will be accepted by Lessor as adequate and full consideration to render optional with Lessee as to whether or not it shall drill a well to offset producing wells on adjoining or adjacent premises.

9. Should it be determined that Lessor is not the owner of the entire tract above described then and thereupon Lessor shall receive a proportional amount in accordance with the rentals and royalties for any fraction of the above premises owned.

10. Payments of all moneys due on this lease may be made by cash or check, to LESSOR by deposit to the credit of LESSOR and mailed to ABOVE ADDRESS.

11. Lessor agrees that Lessee is to have the privilege of using sufficient oil, gas or water, for fuel, in operating premises and the right at any time to remove any machinery or fixtures placed on said premises and further upon the payment to the Lessor of one dollar and all amounts due hereunder said Lessee shall have the right to surrender the lease or any portion thereof by written notice to Lessor describing the portion of the above tract that it elects to surrender or by return to Lessor of the same with the endorsement of surrender hereon or recording the surrender of this lease on the margin of the record hereof, either of which shall be a full and legal surrender of this lease, to all of said tract or such portion thereof as said surrender shall indicate and a cancellation of all liabilities under same of each and all parties hereto, to the extent indicated on said surrender, and the acreage rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a certified copy thereof.

THIS SPACE FOR ASSIGNMENT OR RELEASE OF MORTGAGE

Assignment noted,
Copy Ref Val 18-776
May-20 1982
H. Ralph Brown, Recorder
Cert of Ref 18-776 Ohio Oil & Gas
Jones-Kimmco Leasehold Partnership
d: 12/20/81 f: 5/20/82 @ 10:45 AM

PRELIMINARY TITLE

VOL 010 122

12 All covenants and conditions between the parties hereto shall extend to their heirs, executors, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the land hereon described. Lessor further agrees that the Lessee shall have the right at any time to redeem for Lessor, or otherwise acquire by payment, any mortgage or any other liens upon the above described lands which in any manner affect the Lessee's interest therein in the event of default of payment by Lessor and be subrogated in full to all the rights of the holder thereof the same as if Lessee were the original owner of said mortgage or lien.

Any additions to the above agreement that are noted below are a part of this lease and are agreed to by both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Signed and Acknowledged in the Presence of:

Hubert E. Clark Hubert E. Clark
Ruth J. Clark Ruth J. Clark
SS. 290-16-8850

STATE OF Ohio)
COUNTY OF Preble) SS. Individual

Before me, a Notary Public in and for said county and state, personally appeared the above named

Hubert E. Clark and Ruth J. Clark

who acknowledged to me that They did execute the foregoing instrument and that the same is Their free act and deed for the uses and purposes therein set forth.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at

this 15 day of July, 1981

My Commission Expires:

April 3, 1986

Rennett A. Williams
Notary Public

STATE OF _____)
COUNTY OF _____) SS. Corporation

Before me, a Notary Public in and for said county and state, personally appeared

_____ and _____
President and _____ Secretary, respectively, for

the above named corporation, who acknowledged to me that they did execute the foregoing instrument for and on behalf of said corporation, pursuant to authority so to do duly conferred on them by the Board of Directors of said corporation and that the same is the free act and deed of said corporation and of themselves as such officers, for the uses and purposes therein set forth.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at

this _____ day of _____, 19 _____

My Commission Expires:

Notary Public

1. PARAGRAPH 5 TO READ DWELLING OR AGRICULTURAL USE.

2. NO STORAGE OF GAS WITHOUT MUTUAL CONSENT.

H.E.C. R.J.C.

The instrument was prepared by WR JONES

NO. _____
2037
OIL AND GAS LEASE

RECEIVED FOR RECORD
AT 11:05 AM
AUGUST 10 1981
500 AUGUST 10 1981

City of Preble
2037 711 500
3-3-81
11:05 A.M.
8-4-81
10
RALPH BROWN
PREBLE COUNTY, OHIO



PHOTOS

PHOTOS



PHOTOS



TRACTS 1 & 2



TRACTS 1 & 2

PHOTOS



TRACT 3



TRACT 3

PHOTOS



PHOTOS



TRACTS 4 & 5



TRACT 4

PHOTOS





TRACTS 1 & 2



SCHRADER REAL ESTATE & AUCTION CO., INC.
950 N. Liberty Dr., Columbia City, IN 46725
260-244-7606 or 800-451-2709
SchraderAuction.com

