

LAND AUCTION

Defiance County,
Ohio

90+
Acres

Offered in 1 Tract

Monday, April 11th @ 6PM EST

- Nearly 100% Tillable
- 2022 Farming Rights
- Excellent Soil Types & Productivity

800.451.2709 • SchraderAuction.com



2% Buyer's Premium

INFORMATION BOOKLET

800.451.2709
SchraderAuction.com

 **SCHRADER**
Real Estate and Auction Company, Inc.

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.

SELLER: James Jay % Joan Nanette Sitterly Trustees

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

REAL ESTATE: Rex (RD) Schrader (Broker), BRK.2014002282

AUCTIONEER: Jerry Ehle, SAL.2006001035 & Luke Schrader, SAL.2020005357



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 & CONDITIONS:

PROCEDURE: The property will be offered in 1, 90± acre individual tract

BUYER'S PREMIUM: 2% Buyer's Premium will be applied at high bid amount to arrive at contract purchase price.

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".

FAIR HOUSING: 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, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of 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.

DOWN PAYMENT: 10% down payment on the day of auction. The down payment may be made in the form of 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.

CAUV: If usage of property is changed, the Buyer is responsible for CAUV recoupment. Sellers have heretofore

used property for agricultural purposes and its real estate taxes have been levied and paid upon a reduced Current Agricultural Use Valuation (CAUV). The Buyer's inability or failure to qualify with the local County Auditor for the CAUV valuation for the future will result in a CAUV recoupment of the past real estate tax savings. Buyer shall be wholly responsible for and pay any CAUV recoupment to become due by Buyer's conversion of the property to a non-agricultural or non-qualifying use (within the definition of Current Agricultural Use Property).

ACCEPTANCE OF BID PRICE: The successful bidder will be required to enter into a Purchase Agreement at the auction site immediately following the close of the auction. The final bid price is subject to the Seller's acceptance or rejection.

DEED: Seller shall provide Warranty Deed.

CLOSING: The targeted closing date will be approximately 30 days after the auction.

POSSESSION: Possession is at closing. Buyer may have option immediate possession following the auction upon completion of the immediate possession addendum.

REAL ESTATE TAXES: Seller shall pay 2021 real estate taxes due and payable in 2022. Buyer shall assume any taxes thereafter. Buyer shall assume any ditch and drainage assessments due after closing.

PROPERTY INSPECTION: Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries and due diligence concerning the property. Inspection dates has been scheduled and will be staffed with auction personnel. Further, Seller disclaims any and all responsibility for

Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

ACREAGE: All acreages, dimensions and proposed boundaries are approximate and have been estimated based on current legal description and/or aerial photos.

SURVEY: Any need for a new survey shall be determined solely by the Seller.

AGENCY: Schrader Real Estate & Auction Company, 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 an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. 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 Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to 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.**

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REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

MONDAY, APRIL 11, 2022

90+ ACRES – DEFIANCE COUNTY, 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 Monday, April 4, 2022.
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
90± Acres • Defiance County, Ohio
Monday, April 11, 2022

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 Monday, April 11, 2022 at 6:00 PM.
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, Monday, April 4, 2022**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

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: _____

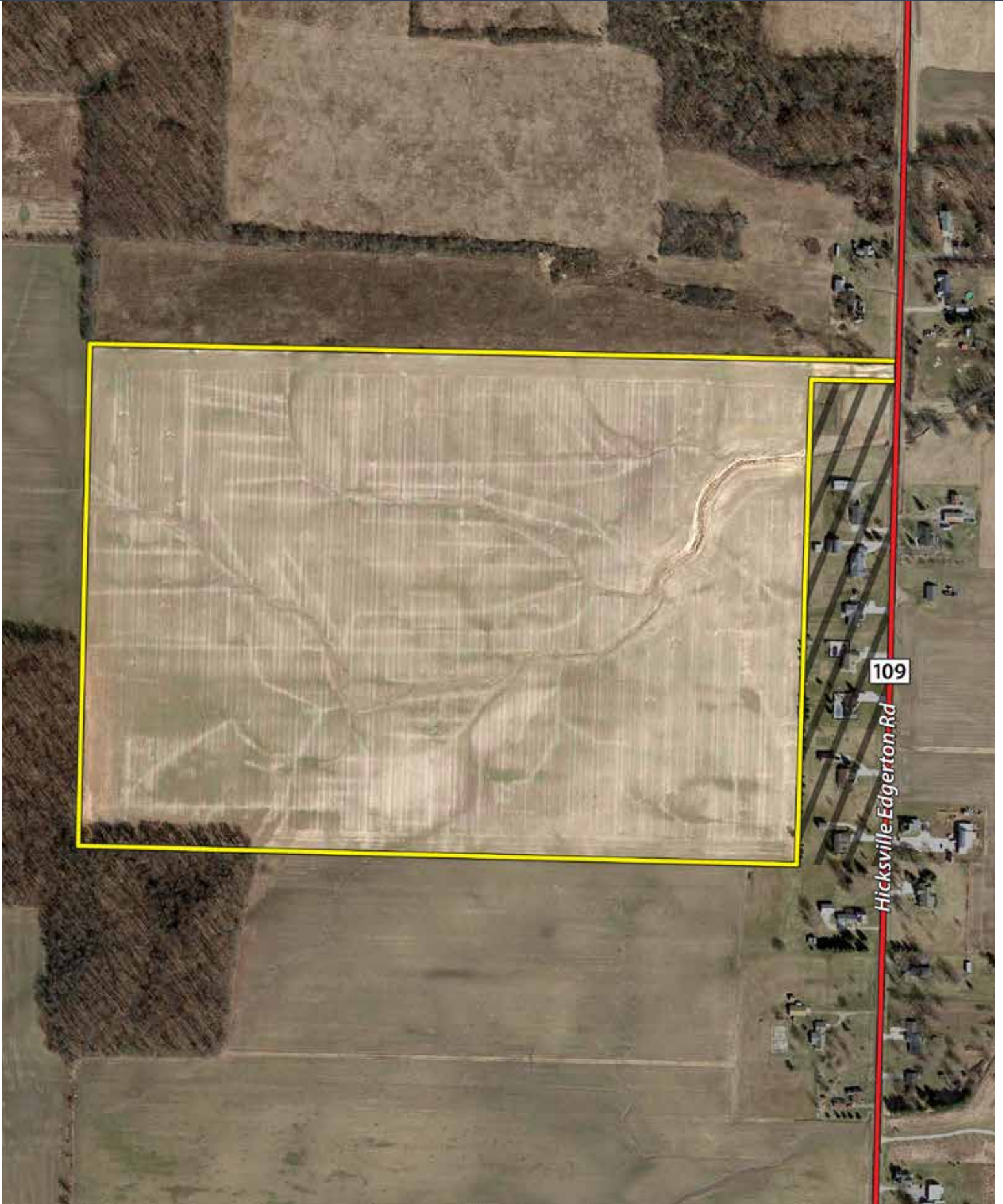
Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to: kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.

LOCATION & AERIAL TRACT MAPS

LOCATION MAP



AERIAL TRACT MAP

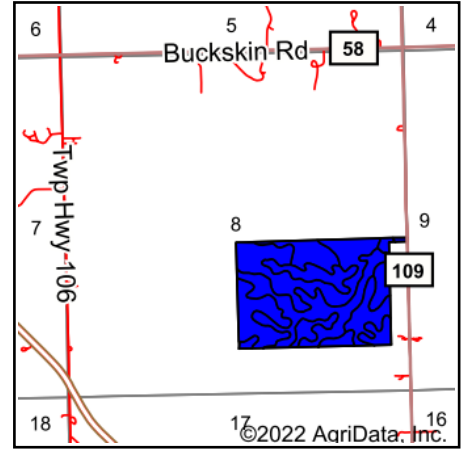
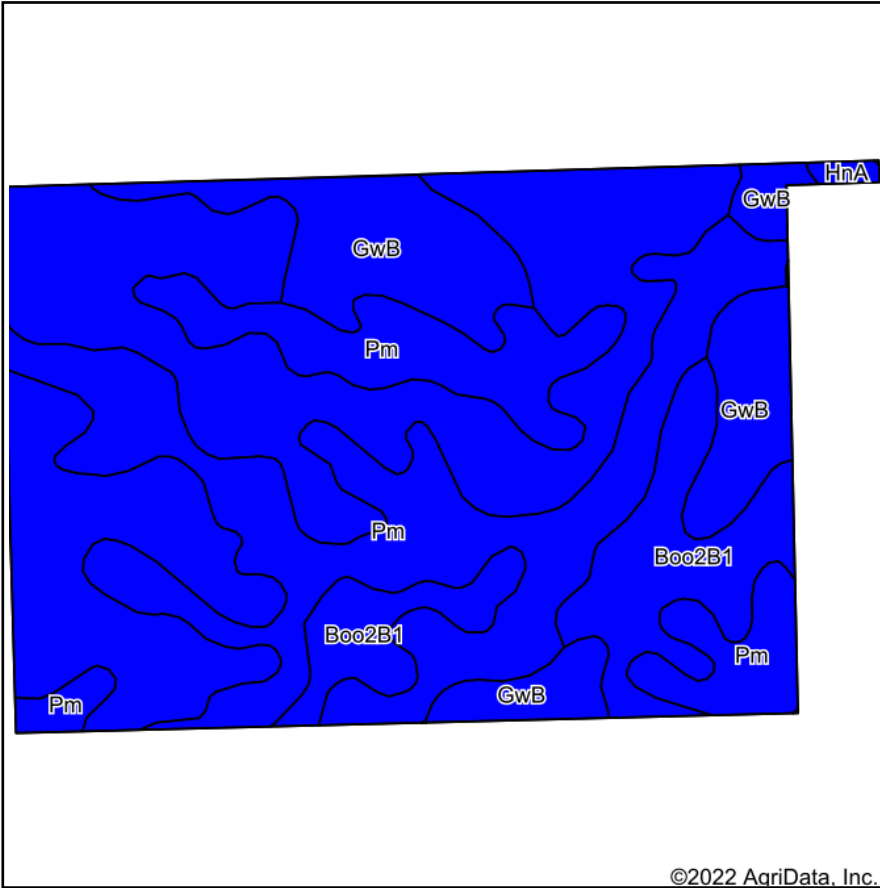




SOIL INFORMATION

SOIL MAP - TRACT 1

Soils Map



State: **Ohio**
 County: **Defiance**
 Location: **8-4N-1E**
 Township: **Hicksville**
 Acres: **90**
 Date: **2/25/2022**



Soils data provided by USDA and NRCS.

©2022 AgriData, Inc.

Maps Provided By

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Area Symbol: OH039, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Alfalfa hay Tons	Corn Bu	Corn silage Tons	Grass legume hay Tons	Grass legume pasture AUM	Oats Bu	Soybeans Bu	Sugar beets Tons	Tomatoes Tons	Winter wheat Bu	*eFOTG PI
Boo2B1	Blount loam, 0 to 4 percent slopes	45.33	50.4%		llw											78
Pm	Pewamo silty clay loam, 0 to 1 percent slopes	31.03	34.5%		llw		157		5	10.5		47			64	84
GwB	Glynwood loam, 2 to 6 percent slopes	13.32	14.8%		lle	4.9	133	17	4.4	8.2	79	43			57	70
HnA	Haskins loam, 0 to 3 percent slopes	0.32	0.4%		llw		110		4.5		78	42	12.4	19.4	48	77
Weighted Average					2.00	0.7	74.2	2.5	2.4	4.8	12	22.7	*-	0.1	30.7	78.9

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

FSA INFORMATION

FSA INFORMATION

OHIO
DEFIANCE

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 8227

Prepared : 3/7/22 12:59 PM

Crop Year : 2022

Operator Name :

Farms Associated with Operator :

CRP Contract Number(s) : None
Recon ID : 39-039-2016-85
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
89.60	89.60	89.60	0.00	0.00	0.00	0.00	0.00	Active	1
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	89.60	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	CORN, SOYBN	WHEAT

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	33.60	0.00	51	
Corn	11.70	0.00	113	
Soybeans	43.50	0.00	35	
TOTAL	88.80	0.00		

NOTES

Tract Number : 12521

Description : B-5 Hicksville-Edgeron Rd Hicksville Twp
FSA Physical Location : OHIO/DEFIANCE
ANSI Physical Location : OHIO/DEFIANCE
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 : JAMES JAY SITTERLY TRUST
Other Producers : ROBERT R BUMB, MRS DEBORAH S BUMB
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
89.60	89.60	89.60	0.00	0.00	0.00	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	89.60	0.00	0.00	0.00	0.00	0.00

FSA INFORMATION

OHIO
DEFIANCE
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 8227
Prepared : 3/7/22 12:59 PM
Crop Year : 2022

Tract 12521 Continued ...

DCP Crop Data			
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	33.60	0.00	51
Corn	11.70	0.00	113
Soybeans	43.50	0.00	35
TOTAL	88.80	0.00	

NOTES

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.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

FSA INFORMATION



Defiance County, Ohio

Farm 8227

Tract 12521

2021 Program Year
Map Created November 25, 2020

Defiance County
Farm Service Agency
06879 Evansport Rd - Suite D
Defiance, OH 43512
419-782-4781 (p)
855-832-5980 (f)

Common Land Unit

- Non-Cropland
- Cropland
- CRP
- Tract Boundary

Wetland Determination Identifiers

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

All of the following are true unless otherwise indicated:

- All Crops=NI
- All Crops=GR
- Corn=YEL
- Soybeans=COM
- Wheat=SRW



Tract Cropland Total: 89.60 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather, it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data as is and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination CPA-026 and attached maps for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

COUNTY TAX INFORMATION

COUNTY TAX INFORMATION

Feature Report

2/24/22, 4:31 PM

Property Tax

Charge:	0
Credit (First Half):	\$343.60
Rollback (First Half):	92.45
Reduction (First Half):	0
Homestead (First Half):	0
Credit (Second Half):	\$343.60
Rollback (Second Half):	92.45
Reduction (Second Half):	0
Homestead (Second Half):	0
Special Assessments:	\$5.33
Special Assessments:	\$0.00
Penalty / Interest:	0
Net Owed (First Half):	895.61
Net Owed (Second Half):	895.6
Net Paid (First Half):	895.61
Net Paid (Second Half):	0
Net Paid:	895.61
First Half Paid:	890.28
Paid (Second Half):	0
Surplus Paid:	0

Payment History

COUNTY TAX INFORMATION

Feature Report

2/24/22, 4:31 PM

Payment Date	Prior Paid	First Half Paid	Second Half Paid	Surplus Paid
02/07/22	0	890.28	0	0
02/07/22	0	2.83	0	0
02/07/22	0	2.5	0	0
01/26/21	0	902.82	0	0
01/26/21	0	2.5	0	0
01/26/21	0	0	902.82	0
01/26/21	0	2.83	0	0
01/26/21	0	0	2.5	0
01/26/21	0	0	2.5	0
01/26/21	0	0	2.82	0
01/26/21	0	2.5	0	0
01/15/20	0	0	1,507.45	0
01/15/20	0	2.83	0	0
01/15/20	0	2.5	0	0
01/15/20	0	0	2.5	0
01/15/20	0	1,507.45	0	0
01/15/20	0	0	2.5	0
01/15/20	0	0	2.82	0
01/15/20	0	2.5	0	0
02/25/19	0	2.5	0	0
02/25/19	0	0	1,528.09	0
02/25/19	0	2.5	0	0
02/25/19	0	2.83	0	0
02/25/19	0	0	2.82	0
02/25/19	0	1,528.09	0	0
02/25/19	0	0	2.5	0
02/25/19	0	0	2.5	0

Agricultural

SoilType	LandType	NumAcres	Rate	Subtotal
W	Waste	0.04	230	10
GwB	Crop Land	11.687	530	6,190
BnA	Crop Land	46.128	1,320	60,890
Pm	Crop Land	30.695	2,020	62,000
Pm	Woods	0.055	240	10
BnA	Woods	0.057	230	10

Land

Land Type	Acres	Actual Frontage	Effective Frontage	Depth (Ft)	Depth Factor (Ft)	Base Rate	Unit Rate	Adjusted Rate	Adjustment Percentage	Appraised Value
A9	0.04	0	0	150		250	250	250		\$10.00
A5	88.51	0	0	150	0	6,000	6,000	6,000	0	\$531,060.00
A8	0.112	0	0	150	0	800	800	800	0	\$90.00

COUNTY TAX INFORMATION

Feature Report

2/24/22, 4:31 PM

Defiance County, Ohio Defiance County Auditor | Jill R. Little

Report generated: Thursday, February 24, 2022

Parcel Report



Base Data

Parcel Number: E200008001101
Address: HICKSVILLE EDGERTON ,
Owner: SITTERLY JAMES JAY & JOAN
NANETTE TRUSTEES
Tax Mailing Address: 1250 WASHINGTON RD
Tax City State Zip: NORWALK OH 44857
School District: 2004 | Hicks Ex VSD
Tax District: E20 | Hicksville Twp
Acres: 1.577
Legal Description: SECTION 8 ^MID PT SE ^ ^
110 | Agricultural vacant land
(on CAUV)
Neighborhood: 12010
Number of Cards: 0
Annual Tax: \$34.02
Homestead Reduction: N
Reduction25: N
Foreclosure: N
BOR: N
New Construction: N
Divided Property: N

Valuation

Land Value: \$9,250.00
CAUV Value: \$1,730.00
Improvements Value: \$0.00
Total Value: \$9,250.00
Land Value (35%): \$3,237.50
CAUV Value (35%): \$605.50
Improvements Value (35%): \$0.00
Total Value (35%): \$3,238.00

Tax Rates

Full Tax Rate: \$58.70
Effective Tax Rate: \$43.49

COUNTY TAX INFORMATION

Feature Report

2/24/22, 4:31 PM

Property Tax

Charge:	0
Credit (First Half):	\$4.64
Rollback (First Half):	1.25
Reduction (First Half):	0
Homestead (First Half):	0
Credit (Second Half):	\$4.64
Rollback (Second Half):	1.25
Reduction (Second Half):	0
Homestead (Second Half):	0
Special Assessments:	\$5.00
Special Assessments:	\$0.00
Penalty / Interest:	0
Net Owed (First Half):	17.01
Net Owed (Second Half):	17.01
Net Paid (First Half):	17.01
Net Paid (Second Half):	0
Net Paid:	17.01
First Half Paid:	12.01
Paid (Second Half):	0
Surplus Paid:	0

COUNTY TAX INFORMATION

Feature Report

2/24/22, 4:31 PM

Payment History

Payment Date	Prior Paid	First Half Paid	Second Half Paid	Surplus Paid
02/07/22	0	2.5	0	0
02/07/22	0	2.5	0	0
02/07/22	0	12.01	0	0
01/26/21	0	0	2.5	0
01/26/21	0	0	12.19	0
01/26/21	0	12.19	0	0
01/26/21	0	0	2.5	0
01/26/21	0	2.5	0	0
01/26/21	0	2.5	0	0
01/15/20	0	22.36	0	0
01/15/20	0	0	22.36	0
01/15/20	0	0	2.5	0
01/15/20	0	2.5	0	0
01/15/20	0	0	2.5	0
01/15/20	0	2.5	0	0
02/25/19	0	2.5	0	0
02/25/19	0	2.5	0	0
02/25/19	0	22.67	0	0
02/25/19	0	0	2.5	0
02/25/19	0	0	2.5	0
02/25/19	0	0	22.67	0

Agricultural

SoilType	LandType	NumAcres	Rate	Subtotal
W	Waste	0.016	230	
HnA	Crop Land	0.114	1,600	180
BnA	Crop Land	0.146	1,320	190
Pm	Crop Land	0.462	2,020	930
GwB	Crop Land	0.82	530	430

Land

Land Type	Acres	Actual Frontage	Effective Frontage	Depth (Ft)	Depth Factor (Ft)	Base Rate	Unit Rate	Adjusted Rate	Adjustment Percentage	Appraised Value
A9	0.016	0	0	150		250	250	250		
RD	0.019	0	0	150	0	0	0	0	0	\$0.00
A5	1.542	0	0	150	0	6,000	6,000	6,000	0	\$9,250.00



PRELIMINARY TITLE

PRELIMINARY TITLE

File No: 220085



TITLE INSURANCE COMMITMENT BY

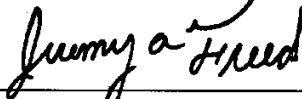
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

**National Headquarters
Minneapolis, Minnesota**

SCHEDULE A

1. Commitment Date: March 7, 2022, at 7:30 A.M.
2. Policy (or Policies) to be issued: Policy Amount
 - a. Owner's Policy \$TBD
Proposed Insured: **TBD**
 - b. Loan Policy \$TBD
Proposed Insured: **NONE**
 - c. Proposed Insured: **NONE**
3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by
James Jay Sitterly, Trustee of the James Jay Sitterly Trust Agreement, Dated April 24, 2008 (1/2 interest) and Joan Nanette Sitterly, Trustee of the Joan Nanette Sitterly Trust Agreement Dated April 24, 2008 (1/2 interest)
4. The land referred to in the Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"
(Last Deed Official Records Volume 379, Page 763)

Countersigned
Tucker Escrow & Title Services

By 
Authorized Counter Signature

PRELIMINARY TITLE

File No: 220085

TITLE INSURANCE COMMITMENT

BY



Old Republic National Title Insurance Company

SCHEDULE B - SECTION I REQUIREMENTS

- a. The following requirements must be met:
- b. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- c. Pay us the premiums, fees and charges for the policy.
- d. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- e. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- f. Required Owner/Seller Affidavit concerning matters of occupation and mechanic's liens in a matter satisfactory to the company.
- g. Required Trust Documents.
- h. General Warranty Deed from James Jay Sitterly, Trustee of the James Jay Sitterly Trust Agreement, Dated April 24, 2008 and Joan Nanette Sitterly, Trustee of the Joan Nanette Sitterly Trust Agreement Dated April 24, 2008, to TBD.

PRELIMINARY TITLE

File No: 220085

TITLE INSURANCE COMMITMENT

BY



Old Republic National Title Insurance Company

SCHEDULE B - SECTION II EXCEPTIONS

1. Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of person(s) in possession thereof.
3. Any lien or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Encroachments, overlaps, boundary line disputes and any matters which would be disclosed by an accurate survey and inspection of the premises.
5. Rights of parties in actual possession of all or any part of the premises.
6. Easements or claims of easements, not shown by the public records.
7. Any change in title occurring subsequent to the effective date of this Commitment and prior to the date of issuance of the title policy.
8. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
9. Oil, gas, coal and other mineral interests, together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
10. Special taxes or assessments approved, levied or enacted by the State, County, Municipality or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to reassessment and recapture by way of CAUV, Homestead or other similar programs, or retroactive increases in the valuation of the land by the State, County, Municipality or Township or other taxing authority.

PRELIMINARY TITLE

11. Taxes for the first and second half of 2021 are paid. Regular half taxes are \$895.61, which includes a Special Assessment for Gordon Creek- first half \$2.83 plus \$2.50 and second half is \$2.82 plus \$2.50.
PP# E20-0008-0-011-00 (CAUV)
Land \$185,906.00 Improvement \$0.00 Total \$185,906.00
12. Taxes for the first and second half of 2021 are paid. Regular half taxes are \$17.01, which includes a Special Assessment for Gordon Creek- first half is \$2.50 and second half is \$2.50.
PP# E20-0008-0-011-01 (CAUV)
Land \$3,237.50 Improvement \$0.00 Total \$3,237.50
13. Anything to the contrary notwithstanding, (the Policy when issued) does not insure the quantity of land set forth in the legal description in Schedule A.
14. Subject to the rights of the public to use those dedicated roads and highways lying within the bounds of the property described in Schedule A.
15. Easement granted General Telephone Company of Ohio, dated November 12, 1973 and recorded in Volume 206, Page 464 of Defiance County Official Records.
16. Oil and gas lease granted Everflow Eastern, Inc., dated August 26, 1981 and recorded in Volume 14, Page 105 of Defiance County Lease Records.
17. Oil and gas lease granted Mid Central Land Services, Inc., dated March 4, 1985 and recorded in Volume 15, Page 604 of Defiance County Lease Records.

PRELIMINARY TITLE

EXHIBIT "A"

Situated in the Township of Hicksville, County of Defiance and in the State of Ohio and being known as:

A parcel of land being a part of the Southeast quarter (1/4) of Section 8, Town 4 North, Range 1 East, Hicksville Township, Defiance County, Ohio, and which is more particularly described as follows:

Commencing at a railroad spike found at the Northeast corner of the Southeast quarter (1/4) of said Section 8;

thence South 0°14'00" West (assumed bearing for the purposes of this description) on the East line of the Southeast quarter (1/4) of said Section 8 center of Hicksville-Edgerton Road, three hundred twenty-nine and ninety hundredths (329.90) feet to a PK nail found and the point of beginning;

thence South 0°14'00" West on the East line of the Southeast quarter (1/4) of said Section 8 and the centerline of Hicksville-Edgerton Road, sixty-and zero hundredths (60.00) feet to a PK nail found;

thence South 89°42'00" West, ninety two hundred and forty-one hundredths (290.41) feet to an iron pin found;

thence South 0°14'00" West, one thousand five hundred eighty-eight and twenty-one hundredths (1588.21) feet to an iron pin found on the South line of the North half (1/2) of the South half (1/2) of the Southeast quarter (1/4) of said Section 8;

thence South 89°46'38" West on the said South line of the North half (1/2) of the South half (1/2) of the Southeast quarter (1/4) of said Section 8, two thousand three hundred fifty-eight and ninety-two hundredths (2358.92) feet to an iron pin found on the West line of the Southeast quarter (1/4) of said Section 8;

thence North 0°02'08" West on the said West line of the Southeast quarter (1/4) of Section 8, one thousand six hundred sixty-two and twenty-three hundredths (1662.23) feet to a 5/8" x 30" iron pin with ID cap set on the North line of the South half (1/2) of the North half (1/2) of the North half (1/2) of the Southeast quarter (1/4) of said Section 8;

thence South 89°55'41" East on the said North line of the South half (1/2) of the North half (1/2) of the North half (1/2) of the Southeast quarter (1/4) of Section 8, two thousand six hundred twenty-seven and six hundredths (2627.06) feet to an iron pin found on the West right-of-way of Hicksville-Edgerton Road;

thence continuing South 89°55'41" East on the said North line of the South half (1/2) of the North half (1/2) of the North half (1/2) of the Southeast quarter (1/4) of Section 8, thirty and zero hundredths (30.00) feet to the point of beginning.

Containing 90.239 acres of land, more or less of which 0.041 acres lies within the right-of-way of Hicksville-Edgerton Road.

Subject to all other easements, zoning regulations and restrictions of record.

Tax Parcel Number; E20-0008-0-011-00 and E20-0008-0-011-01

PRELIMINARY TITLE

ALTA Commitment for Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE:



IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT. THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE,

INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED. THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

PRELIMINARY TITLE

5. **LIMITATIONS OF LIABILITY** (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to: (i) comply with the Schedule B, Part I—Requirements; (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or (iii) acquire the Title or create the Mortgage covered by this Commitment. (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing. (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured. (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount. (e) The Company shall not be liable for the content of the Transaction Identification Data, if any. (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company. (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

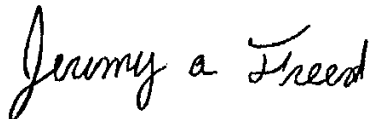
8. **PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. **ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Issued through the Office of



Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

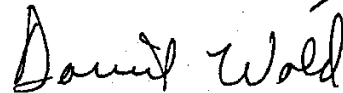
(612) 371-1111

By



President

Attest



Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

PRELIMINARY TITLE

TRANSFERRED 4-23-14 \$1,000
THIS CONVEYANCE HAS BEEN EXAMINED
AND THE GRANTOR HAS COMPLIED WITH
SECTION 319.202 OF THE REVISED CODE
FEE \$2370.00 EXEMPT
MARLENE J. GOODWIN, AUDITOR
DEFIANCE COUNTY OHIO

Legal Description Approved
Date 4-8-2014 By: *Mary Dillitzer*
Defiance County Engineer
Tax Map Department

201400001559
Filed for Record in
DEFIANCE COUNTY, OHIO
CECILIA A. PARSONS, RECORDER
04-23-2014 AT 02:57 PM
MTY DEED 28.00
OR Gr bk 379 Page 763 - 764

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS THAT KEVIN L. COUNTRYMAN and KALLI J. COUNTRYMAN, husband and wife, the Grantors, for valuable consideration paid, grants with general warranty covenants to JAMES JAY SITTERLY, TRUSTEE OF THE JAMES JAY SITTERLY TRUST AGREEMENT, DATED APRIL 24, 2008 and JOAN NANETTE SITTERLY, TRUSTEE OF THE JOAN NANETTE SITTERLY TRUST AGREEMENT, DATED APRIL 24, 2008, the Grantees, whose tax mailing address will be 1250 WASHINGTON ROAD, NORWALK, OH 44857:

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto said Grantees, their heirs and assigns, the following described premises:

Situated in the Township of Hicksville, County of Defiance and in the State of Ohio and being known as:

A parcel of land being a part of the Southeast quarter (1/4) of Section 8, Town 4 North, Range 1 East, Hicksville Township, Defiance County, Ohio, and which is more particularly described as follows:

Commencing at a railroad spike found at the Northeast corner of the Southeast quarter (1/4) of said Section 8; thence South 0°14'00" West (assumed bearing for the purposes of this description) on the East line of the Southeast quarter (1/4) of said Section 8 and center of Hicksville-Edgerton Road, three hundred twenty-nine and ninety hundredths (329.90) feet to a PK nail found and the point of beginning; ---thence South 0°14'00" West on the East line of the Southeast quarter (1/4) of said Section 8 and the centerline of Hicksville-Edgerton Road, sixty-and zero hundredths (60.00) feet to a PK nail found; thence South 89°42'00" West, two hundred ninety and forty-one hundredths (290.41) feet to an iron pin found; thence South 0°14'00" West, one thousand five hundred eighty-eight and twenty-one hundredths (1588.21) feet to an iron pin found on the South line of the North half (1/2) of the South half (1/2) of the Southeast quarter (1/4) of said Section 8; thence South 89°46'38" West on the said South line of the North half (1/2) of the South half (1/2) of the Southeast quarter (1/4) of said Section 8, two thousand three hundred fifty-eight and ninety-two hundredths (2358.92) feet to an iron pin found on the West line of the Southeast quarter (1/4) of said Section 8; thence North 0°02'08" West on the said West line of the Southeast quarter (1/4) of Section 8, one thousand six hundred sixty-two and twenty-three hundredths (1662.23) feet to a 5/8" x 30" iron pin with ID cap set on the North line of the South half (1/2) of the North half (1/2) of the North half (1/2) of the Southeast quarter (1/4) of said Section 8; thence South 89°55'41" East on the said North line of the South half (1/2) of the North half (1/2) of the North half (1/2) of the Southeast quarter (1/4) of Section 8, two thousand six hundred twenty-seven and six hundredths (2627.06) feet to an iron pin found on the West right-of-way of Hicksville-Edgerton Road; thence continuing South 89°55'41" East on the said North line of the South half (1/2) of the North half

OR 379 PAGE 0763

PRELIMINARY TITLE

(1/2) of the North half (1/2) of the Southeast quarter (1/4) of Section 8, thirty and zero hundredths (30.00) feet to the point of beginning.

Containing 90.239 acres of land, more or less of which 0.041 acres lies within the right-of-way of Hicksville-Edgerton Road.

Subject to all other easements, zoning regulations and restrictions of record.

Tax Parcel Number: E20-0008-0-011-00 and E20-0008-0-011-01
Parcel Address: Hicksville-Edgerton Road, Hicksville, OH 43526

Prior Instrument Reference: Official Records Volume 357, Page 257.

GRANTORS:



KEVIN L. COUNTRYMAN



KALLI J. COUNTRYMAN

State of Ohio
Defiance County, ss:

The foregoing instrument was acknowledged before me this 11th day of April, 2014 by the Grantors, KEVIN L. COUNTRYMAN and KALLI J. COUNTRYMAN, husband and wife.

(SEAL)

SEAL



NOTARY PUBLIC
My Commission Expires: 8/26/18

This Instrument Prepared By:
Stanley J. Yoder, Attorney at Law

LAW OFFICES OF WEANER, YODER, HILL & WEBER, LTD.
401 WAYNE AVENUE, DEFIANCE, OHIO 43512

OR 379 PAGE 0764

PRELIMINARY TITLE

95939

OIL AND GAS LEASE

THIS AGREEMENT made and entered into this 4 day of March, 1971, by and between
David E. Yoder and Lillian E. Yoder, husband and wife,
Rt. 1, Hicksville, Ohio 43526

hereinafter called Lessor (whether one or more), and
Mid-Central Land Services, Inc., 304 S.E. First Street, Evansville, Indiana 47713

hereinafter called Lessee, WITNESSETH,

1. Lessor, for and in consideration of Ten & 0/100 the receipt of which is hereby acknowledged, and the covenants and agreements of the Lessee hereinafter contained, does hereby grant, lease and let unto Lessee, exclusively, for the purposes of exploring by geophysical and other methods, drilling, mining, operating for and producing oil and/or gas, and of laying pipelines, building and maintaining roadways, and of building tanks, power stations and structures thereon, to produce, treat, save, store for and remove said production all that certain tract of land situated in the County of Defiance State of Ohio described as follows, to wit:

Township 4 North, Range 1 East:

Section 8: For a more complete description see Exhibit "A" attached hereto and made a part hereof by reference the same as if incorporated herein.

and containing 100.0 acres, more or less, and including all lands and interests therein contiguous or appurtenant to said described lands and owned or claimed by the Lessor, whether or not specifically described above. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons in liquid form at the wellhead. The term "gas" when used in this lease shall mean natural gas, casinghead gas or any other substance in a gaseous state at the wellhead.

2. It is agreed that this lease shall remain in force for a primary term of 10 years from this date, and as long thereafter as operations are conducted upon said land or upon a well which includes all or a part of said land with no cessation for more than 90 consecutive days. Whenever used in this lease the word "operations" shall refer to any of the following activities: preparing location for drilling, drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas, whether or not in paying quantities.

3. Lessee covenants and agrees to pay the following royalties: A. One-eighth of the oil produced and saved from said lands to be delivered free of cost to the credit of the Lessor into tank reservoirs or into the pipeline to which the wells may be connected. B. One-eighth of the proceeds from the sale of gas at the wellhead, or one-eighth of the market value of gas at the wellhead for gas sold at any point other than the wellhead or used by the Lessor for purposes other than those specified in Paragraph numbered 9 of this lease.

4. If any well, capable of producing oil and/or gas, located on the leased lands, or on lands pooled or communitized with all or part of the leased lands, is at any time shut-in and production therefrom is not sold or used off the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut-in, whether before or after expiration of the primary term. Lessee shall use reasonable diligence to market oil and/or gas capable of being produced from such shut-in well, but shall be under no obligation to reinject or recycle gas, or to market such oil and/or gas under leasing, conditions, or circumstances which in Lessee's judgment are uneconomic or otherwise unsatisfactory. For each well shut-in on the leased land, or on lands pooled or communitized with all or part of the leased lands, Lessee shall be obligated to pay or tender to Lessor in the same manner provided for payment of delay rentals within 90 days after expiration of each period one year in length (annual period) during which such well is shut-in, as royalty, the sum of \$1.00 multiplied by the number of acres subject to this lease, provided, however, that if production from said well or wells is sold or used off the premises before the end of any such period, or, if at the end of any such annual period this lease is being maintained in force and effect other than by reason of such shut-in well, Lessee shall not be obligated to pay or tender said sum of money for that annual period for any shut-in well on the leased lands.

5. If operations are not commenced on said lands on or before the 4th day of March, 1986, this lease shall terminate as to both parties, unless Lessee on or before said date shall pay or tender to Lessor or to Lessee's agent, in the manner and amount hereinafter provided, to both parties, the sum of One hundred & no/100 (\$100.00) Dollars, which shall operate as rental and cover the privilege of deferring operations for one year from said date. The payment herein referred to may be made in currency, draft, or check, at the option of Lessee, and the depositing of such currency, draft, or check in any post office, with sufficient postage and properly addressed to Lessor, or said bank, on or before said last mentioned date, shall be deemed sufficient payment as herein provided. In like manner and upon like payments or tenders operations under this lease may be further deferred for like annual periods successively during the term of this lease. Said delay rentals shall be apportionable as to said land on an acreage basis, and a failure to make proper payment or tender of delay rental as to any portion of said land or as to any interest therein shall not affect this lease as to any portion of said land or as to any interest therein in whole or in part as to parties, amounts, or depository, shall nevertheless be sufficient to prevent termination of this lease in the same manner as though proper payment had been made; provided, however, Lessee shall be obligated to correct such error and make proper payment within 30 days after receiving written notice of the error from Lessor.

6. If, during the primary term of this lease and prior to the discovery of oil and/or gas, operations hereunder shall result in a dry hole or holes on this land or lands communitized therewith, or operations under this lease shall end with the cessation of production, or from any other cause, this lease shall not terminate, provided that Lessee shall again commence operations or tender the payment of rental in the manner and amount hereinafter provided on or before the latest of the following dates: The next ensuing rental payment date, 90 days after the completion of the dry hole or 90 days after the cessation of production.

7. In the event Lessor shall claim a default in the performance of any express or implied covenant of this lease, Lessor shall give notice in writing by certified United States mail, addressed to Lessee at his principal office, specifying the facts relied upon as constituting a breach hereof. Lessee shall have 60 days from receipt of such notice to commence and thereafter pursue with reasonable diligence such action as may be necessary or proper to satisfy such obligation of Lessee, if any, with respect to Lessor's notice. No judicial action may be commenced by Lessor for forfeiture of this lease or for damages until after said 60 day period. Lessee shall be given a reasonable opportunity after judicial ascertainment to prevent forfeiture by discharging its express or implied obligation as established by the court.

8. If this lease covers less than the entire undivided interest in the oil and gas in the above described lands, then the royalties and rentals so provided above shall be paid to Lessor only in the proportion which the interest in oil and gas covered by this lease bears to the entire undivided interest therein.

9. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operations hereunder, except water from the wells of Lessor. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on the leased land without written consent of Lessor. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said lands, including the right to draw and remove casing.

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EXHIBIT

PRELIMINARY TITLE

10. Lessee is hereby granted the right to pool or unitize the lands covered by this lease, or any part of said lands, with other lands to comprise an oil development unit or units of not more than approximately 160 acres and/or a gas development unit or units of not more than approximately 640 acres; provided, however, that if larger units than those permitted above, either at the time established or thereafter are required or permitted under any governmental rule or order for the drilling or operation of a well at a regular location or obtaining the maximum allowable from any well or for any other purpose, then the maximum unit size authorized hereby shall conform to the size required or permitted by such governmental rule or order. Lessee may enlarge the unit to the maximum area permitted herein and reform said unit to include after acquired leases within the unit area. Lessee may create, enlarge or reform the unit or units as above provided at any time, and from time to time, during the continuance of this lease, either before or after production is obtained. In no event shall Lessee be required to drill more than one well in each unit. Lessee may reduce or terminate such unit or units at any time prior to the discovery of oil or gas on the pooled acreage, or at any time after discovery subsequent to the cessation of production. Lessee shall create, enlarge, or reform, reduce, or terminate each unit by recording a written declaration to that effect in the office of the Register of Deeds in the county or counties in which such unit is located. Any operations conducted on any part of the lands pooled shall be deemed to be on the lands leased herein within the meaning of all provisions of this lease. Production of oil and/or gas from the unit shall be allocated to the lands described herein which are included in the unit in the same proportion as the number of surface acres in the lands described herein which are included in the unit bears to the total number of surface acres in the unit.

11. All present and future rules and regulations of any governmental agency pertaining to well spacing, drilling or production units, use of material and equipment, or otherwise, shall be binding on the parties hereto with like effect as though incorporated herein at length, provided, however, that no such rule or regulation shall prevent Lessee from declaring or pooling an oil and/or gas development unit or units under the provisions of Paragraph numbered 10 hereof, larger than the well spacing, drilling or production unit prescribed or permitted by such rule or regulation. Lessee's express or implied obligations hereunder shall be suspended and Lessee shall not be liable in damages while compliance with such obligations is prevented or hindered by circumstances not reasonably within Lessee's control. These circumstances include, but are not limited to the following: Conflict with federal, state or local laws, rules, regulations and executive orders; acts of God, strikes, lock-outs, state wars, equipment failures; inability to obtain materials in the open market or to transport said materials. If the period of suspension commences more than ninety days prior to the end of the primary term of this lease, then that period of suspension shall be added to the primary term. If the period of suspension commences less than ninety days prior to the end of the primary term or at any time after the primary term, then this lease shall not terminate if Lessee shall commence or resume operations within ninety days after the end of that period of suspension. If no well capable of production is located on the leased lands or lands pooled therewith, then Lessee shall pay delay rentals on such anniversary of the due date provided in Paragraph numbered 5, above, during the period of suspension, whether during or after the original primary term, commencing on the next ensuing anniversary or within 90 days after commencement of the period of suspension, whichever occurs later. If a well capable of production is located on the leased lands or lands pooled therewith, then Lessee shall be obligated to pay shut-in royalties as provided in Paragraph numbered 4 above.

12. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants and provisions of this lease shall extend to his heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on Lessee until 45 days after Lessee has been furnished with a true copy of the written transfer or assignment thereof, and rentals shall be adjusted in accordance with such change of ownership or assignment at the next succeeding rental anniversary thereafter. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the assignee or assignees of such part or parts shall default in the payment of the proportionate part of the delay rentals due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said Lessee or any assignee thereof shall make due payment of said rentals.

13. Whenever any well or wells on said lands shall be used by the Lessee for the injection of water, brine or other fluids produced from lands other than said leased lands for disposal as a conservation measure, Lessee shall pay to Lessor the sum of \$200.00 per year for each well so used in addition to all other considerations specified in this lease. The injection of water, brine, or other fluids into subsurface strata shall be made only into the strata below those furnishing domestic fresh water and Lessee agrees to protect adequately Lessor's fresh water supply from injury as the result of any of its operations.

14. Lessor hereby warrants and agrees to defend the title to said lands herein described and agrees that Lessee shall have the right, in the event of default, to redeem for Lessor, by payments, any land contract, mortgage, taxes or other liens on the above described lands, and be subrogated to the rights of the holder thereof, and may reimburse itself by applying to such payments any royalty or rentals accruing hereunder.

15. Lessee may at any time surrender this lease as to all or any part of the lands described herein, by delivering or mailing a release in Lessor if the lease is not recorded, or by placing a release of record in the proper county, if the lease is recorded. If this lease is surrendered only as to part of said lands, any delay rental or shut-in royalties which may thereafter be payable hereunder shall be reduced proportionately.

16.

Executed as of the day and year first above written.

WITNESSES:

David E. Yoder
Lillian E. Yoder

X

David E. Yoder SS# 315-18-4322

X

Lillian E. Yoder SS# 264-11-4661

STATE OF Ohio

COUNTY OF Cuyahoga

(Individual Acknowledgment)

The foregoing instrument was acknowledged before me this 4 day of March, 1985

by David E. Yoder & Lillian E. Yoder **SEAL**

My Commission expires: 10-1-1986

Notary Public: William J. ... County

Acting in: Ohio County

STATE OF _____

COUNTY OF _____ (Corporate Acknowledgment)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____

by _____

of _____

a _____ corporation, on behalf of the corporation.

My Commission expires: _____

Notary Public: _____ County

Acting in: _____ County

This lease was prepared by Thomas M. Hayes of Route 2, Box 62

Thomas M. Hayes of Ripley, West Virginia 25271

Producers "88" Revised 1975

PRELIMINARY TITLE

EXHIBIT "A"

This Exhibit page is attached to an oil and gas lease dated March 4, 1985, by and between David E. Yoder and Lillian E. Yoder, husband and wife, as Lessors, and Mid-Central Land Services, Inc., as Lessee, and is made a part thereof as if incorporated therein.

The North Half of the South Half; the South Half of the North Half; and the South Half of the North Half of the North Half, all in the Southeast Quarter of Section Number 8, Township 4 North, Range 1 East, Hicksville Township, Defiance County, Ohio, containing 100 acres more or less.

Rec'd for Record on the day
of SEP 25 1985
at 12:21 o'clock P.M.
Recorded Sept 25 1985
Lease Records
Vol. 15 Page 604
DEFIANCE COUNTY OHIO
James M. Baldwin
Defiance County Recorder
Fee: \$ 1.00

PRELIMINARY TITLE

84589

OIL AND GAS LEASE

10

AGREEMENT made and entered into this 26 day of AUGUST AD 1981
by and between DAVID E. YODER AND LILLIANE YODER
(HUSBAND AND WIFE)

of Rt. 1, Hicksville Ohio 43526 party of the first part, hereinafter called Lessor (whether one or more), and EVERFLOW EASTERN, INC., P.O. BOX 354, CANFIELD, OHIO 44406 party of the second part,

1. WITNESSETH: That the Lessor, in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the right to drill for, produce and market oil and gas and their constituents and ~~of storing gas of any kind in any formation underlying the land,~~ and also the right to enter thereon at all times for the purpose of drilling and operating for oil gas and water, laying pipe lines, erecting tanks, machinery, powers and structures, and to possess, use, and occupy so much of said premises as is necessary and convenient for said purposes and to convey the above named products therefrom or thereto by pipe lines or otherwise, whether produced on said or other lands, from to, over and across said lands, being situated in NEFFINCE State of OHIO District, Township, County of HICKSVILLE and described as follows, to-wit:

Bounded on the Section 8 Lot _____
NORTH by lands of NPT SE 4 T-4-N-R-1-E
EAST by lands of _____
SOUTH by lands of _____
WEST by lands of _____

Containing 100 acres, more or less and being the same land conveyed to lessor by records in _____ Book No. _____ Page _____ and recorded in said county _____

J.C. 284 285

2. It is agreed that this lease shall remain in force for a primary term of ten years from this date and as long thereafter, as any formation underlying the hereinafter leased land is used for storage of gas as provided under paragraph 7 hereof.

J.C. 284 285

3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pipeline to which he may connect his wells, the equal one-eighth (1/8th) part of all the oil produced and saved from the leased premises, and shall pay Lessor the premises, payable monthly, provided, Lessee shall pay Lessor a royalty at the rate of Fifty Dollars per year on each paid said well shall be held to be a paying well under paragraph 2 hereof.

4. The Lessee shall commence operations for a well on the premises on or before 6 MONTHS unless Lessee pays thereafter a rental of \$ 200.00 payable annually, or proportionately by the quarter for each year that operations are delayed from the time above mentioned.

The consideration first, recited herein, the down payment, shall cover not only the privilege granted to the date when first said rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid, and any and all other rights conferred. The drilling of a non-productive well shall be accepted by the Lessor in lieu of delay rental for a period of one year after its completion, and following the exhaustion or abandonment of all wells the Lessee shall have the right for a period of one year to resume the payment of delay rental or commence operations for another well. Upon the resumption of payment of rentals the provisions hereof governing such payment and the effect thereof shall continue in force as though they had not been interrupted.

5. All moneys coming due hereunder shall be paid or tendered to LESSORS direct, or by check payable to his (or her) order mailed to ABOVE ADDRESS and no default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payment or perform any conditions provided for herein unless the Lessee shall refuse or neglect to pay or perform the same for thirty days after having received written notice by registered mail from the Lessor of his intention to declare such default.

6. It is understood that all drillsite locations, access roads and pipeline locations shall be approved by Lessor, which approval shall not be unreasonably withheld. When requested by Lessor, Lessee shall bury pipelines below normal plow depth in cultivated or pasture areas and shall pay for damage caused by its operations to growing crops, drain tiles and fences on said land. It is agreed that the Lessee shall restore the drillsite, fill and level all pits, remove all foreign matter, restore the ground to its original contour as nearly as possible and seed and fertilize the drillsite so as to prevent erosion and pollution. Restoration shall be completed as soon as possible following completion of the well, weather permitting. All roads used for egress and ingress shall be kept and maintained by the Lessee; all above ground equipment is to be painted by the Lessee, and all production areas are to be kept free of brush and trash by Lessee. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of Lessor. Lessee shall have the right to use free of cost gas, oil and water found on said land for its operations thereon, except water from the wells of Lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures and any other structures of improvements placed on said land by Lessee, including the right to draw and remove all casing.

300 J.C. 284 285

7. Lessor reserved 200,000 cubic feet of gas per annum for domestic use, to be taken through his own appliances at any producing gas well, and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

8. Lessor further grants to the Lessee, his heirs and assigns, the right to unitize this lease with other leases to form a drilling unit or units according to the rules and regulations which may be adopted for the proper development and conservation of the field. In the event this lease is so unitized, the Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of the royalty above provided, as the acreage covered by this lease bears to the total acreage comprising the unit.

9. If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.

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EXHIBIT

PRELIMINARY TITLE

10. No well may be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of Lessor. Lessee shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor. Lessee shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises, including the right to draw and remove casing. Lessee shall pay for damages caused by its operations to growing crops on said lands, and when requested by Lessor shall bury its pipe lines below plow depth.

11. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly allowed. In event this lease shall be assigned as to any part or parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or effect this lease insofar as it covers a part or parts of said land upon which the said Lessee or any assignee thereof shall make due payment of said rental. No change of ownership in the land or in the rentals or royalties shall be binding on the Lessee until after notice to the Lessee and it has been furnished with a written transfer or assignment or a certified copy thereof.

12. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancellation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the Lessor, or if more than one Lessor, then to any one of them, or to the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in person or by mail addressed to the post office address of such person, or by recording a duly executed surrender thereof in the Recorder's office of the County in which the land is located.

13. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee at its option may pay, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described land and in event it exercises such option, it shall be subrogated to the rights of any holder of holders thereof and may reimburse itself by applying any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other liens.

14. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom, then as long as production continues. If after the expiration of the term of this lease production from the leased premises shall cease from any cause, this lease shall not terminate provided Lessee resumes operations within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, then as long as oil or gas is produced in paying quantities.

15. This agreement contains all of the terms, conditions, and considerations of this contract and lease and no other representation verbal or otherwise by any party or parties hereto shall be relied upon by any party or parties hereto. The filing for record of this lease agreement and contract by the Lessee shall serve as acceptance by the Lessee.

16. Lessor states that no oil or gas wells are being produced from the leased premises or are being held shut-in by anyone. That the Lessor is not receiving any payments from any other lease and that any past lease has now terminated in accordance with its terms thereof.

17. The effective date of this lease and agreement shall be August 26, 1981, and the schedule of delay rental payments shall commence 60 days from the effective date and shall be paid as follows: (a) \$ 12.00 per acre per year for the first 5 years. (b) \$ N/A per acre for the next N/A years. (c) \$ N/A per acre for the remaining N/A years.

18.

Witness the hands and seals of the parties hereto the day and year first above written.

WITNESS:

James Cooper
Notary Public

David E. Cooper (SEAL)
Notary Public (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF OHIO COUNTY OF DEFANCE ACKNOWLEDGEMENT TO THE LEASE
 On this 26 day of August, 1981, before me personally appeared DAVID E. COOPER AND LILLIANE YODER, to me known to be the person(s) described in and who executed the foregoing instrument, and that they executed the same as their free act and deed. James B. Cooper, Notary Public, Defance County, OHIO. Acting in Defance County, OHIO. My Commission Expires March 19, 1986.

This instrument prepared by: Everflow Eastern, Inc.

REC'D for Record on the day of Oct 2 1981 at Wills o'clock A.M. Recorded October 7, 1981
 Vol. 14 Fee: 1.05
Defance County Recorder
 Fee: \$ 5.00

County	State	Date	Acres	Location	Term

OIL AND GAS LEASE

VOL 14 PAGE 106

PRELIMINARY TITLE

Form No. 364-E 12/71

50786

VOL 206 PAGE 464

Project No. 4212 01-4024

EASEMENT

In consideration of the sum of ONE dollars (\$1.00), the receipt of which is hereby acknowledged, David E. Yoder, (hereinafter whether singular or plural in number, called "Grantor") does hereby grant and convey to General Telephone Company of Ohio, an Ohio Corporation with offices at 100 Executive Drive, Marion, Ohio 43302, its agents, assigns, lessees, licensees and successors (hereinafter collectively called the "Company") the permanent easement and right to construct, reconstruct, enlarge, maintain, operate and remove lines of communications and electric facilities including and/or consisting of such ~~rod~~, conduits, cables, ~~and such other fixtures and appurtenances~~ and such other fixtures and appurtenances as the Company may at any time require or deem necessary, and the full right of access and ingress to and egress from the same, across, upon, over, in and/or under the real estate situated in Range 1 E, Township 4 N, Section 8, in the Township of Hicksville, County of Defiance, State of Ohio and described as follows:

N $\frac{1}{2}$ S $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{2}$ N $\frac{1}{2}$

Said lines and facilities shall be situated within a strip of said real estate, one rod in width, described as follows or as shown on Exhibit A attached hereto and incorporated by reference herein: Having as its east boundary the west right of way line of the Hicksville-Edgerton Road and running north and south along and paralleling the Hicksville Road commencing at the grantors property line on the north to the grantors property line on the south.

The Company hereby agrees to pay for any damages caused by the construction or maintenance of said lines and facilities.

The rights and interests herein granted and the agreements herein contained shall be binding upon and inure to the benefit of the heirs, successors, assigns, lessees and licensees of the Grantor and the Company.

In witness whereof this instrument is signed this 12 day of NOVEMBER, 1973.

Signed and acknowledged in the presence of:

William B. Stranathan
May Marshall

Grantor:

David E. Yoder
David E. Yoder

State of Ohio, County of Defiance, SS:

Before me, a Notary Public in and for said county, personally appeared the above named David E. Yoder, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed.

In testimony whereof I have hereunto subscribed my name and affixed my official seal this 12 day of NOVEMBER, 1973.

WILLIAM BRENT STRANATHAN
Notary Public
My commission expires Williams and Defiance Co., Ohio
My Commission Expires April 27, 1978

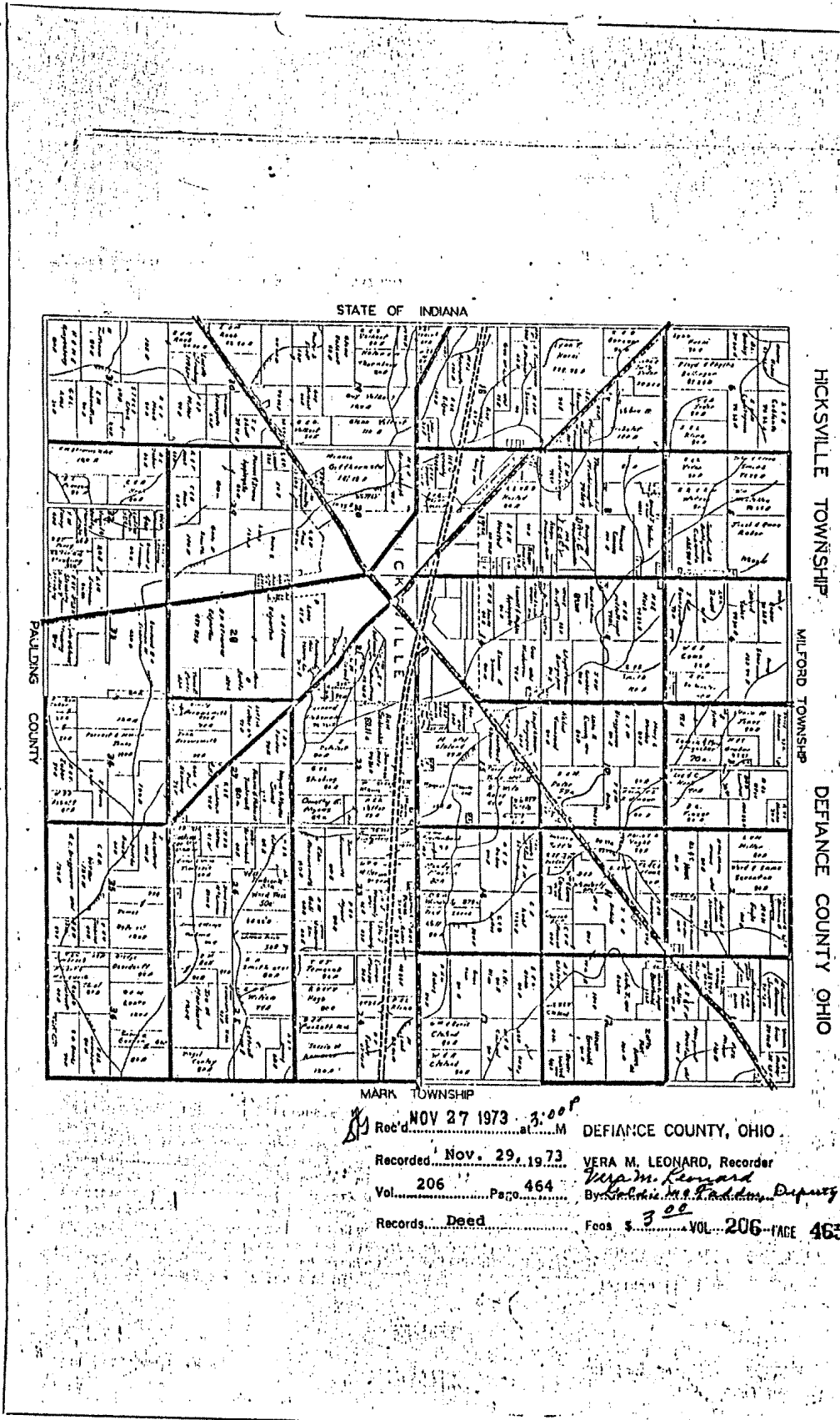
William Brent Stranathan
Notary Public

EXHIBIT



This instrument was prepared by General Telephone Company of Ohio

PRELIMINARY TITLE



Rec'd NOV 27 1973 3:00 P
 Recorded Nov. 29, 1973 VERA M. LEONARD, Recorder
 Vol. 206 Page 464 By *Walter M. Fadden* Deputy
 Records Deed Fees \$ 3.00 VOL 206 PAGE 465



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

