

LAND AUCTION

Thursday, **JUNE 2 AT 6:00PM**

FAYETTE COUNTY, OHIO
WASHINGTON COURTHOUSE

45 Miles SW of Columbus
4 Miles NW of WCH
7 Miles SE of Jeffersonville

**154[±]
acres**

**OFFERED IN
5 TRACTS**



INFORMATION BOOKLET



TIMED ONLINE ONLY
VIRTUAL
LIVE WITH ONLINE

800.451.2709
SchraderAuction.com



DISCLAIMER

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Schrader Auction Company assumes no liability for the information provided.

AUCTION MANAGERS

Travis Kelley • 740.572.1525 • travis@schraderauction.com

Andy Walther • 765.969.0401 • andy@schraderauction.com



950 N. Liberty Dr., Columbia City, IN 46725
800.451.2709 | 260.244.7606 | www.schraderauction.com

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BOOKLET INDEX



Real Estate Auction Registration Forms

Location Map

Tract Map

Tract Descriptions & Auction Terms

Soils Map & Productivity Information

Topography Map

FSA Information

Lot Information (*Tract 4*)

Water & Sewer Information

Preliminary Title

Property Photos



BIDDER PRE-REGISTRATION FORM

THURSDAY, JUNE 2, 2022

154+ ACRES – WASHINGTON COURTHOUSE, 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, May 26, 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
154± Acres • Fayette County, Ohio
Thursday, June 2, 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 Thursday, June 2, 2022 at 6:00 PM. (EST)
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, May 26, 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:

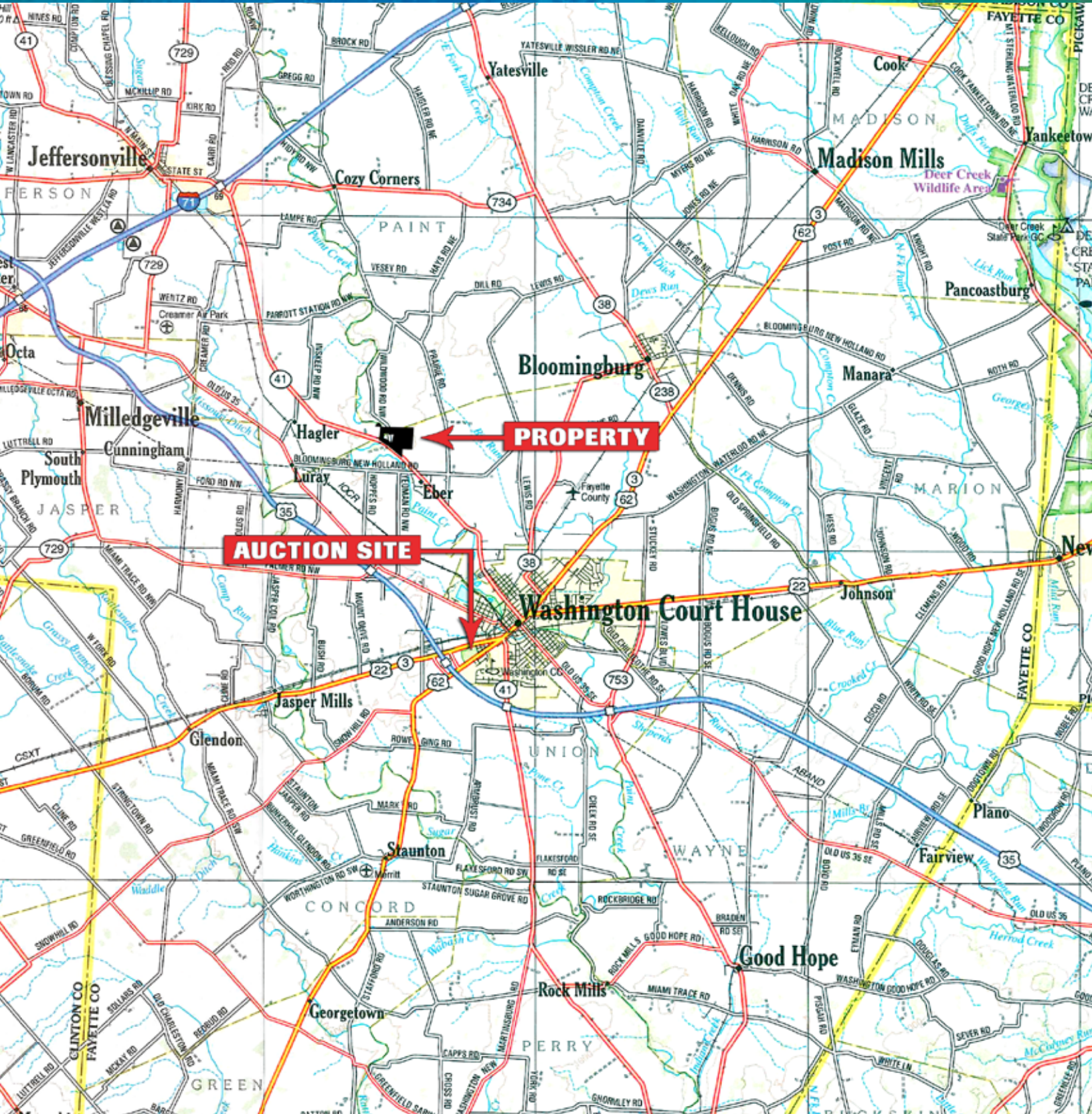
E-mail address of registered bidder: _____

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.

LAND AUCTION

LOCATION MAP

LOCATION MAP



AUCTION SITE:
Fayette Co. Fairgrounds
Mahan Building
213 Fairview Ave
Washington Courthouse, OH, 43160

PROPERTY LOCATION: 2548 Wildwood Rd NW,
Washington Courthouse, OH 43160 with frontage on OH-41.

DIRECTIONS: From I-71 take exit 69 for OH-41 / OH-734 Washington CH / Jeffersonville. Take OH-41 southeast for 6.2 miles to the farm. OR from the junction of OH-62 and OH-41 in the middle of WCH, take OH-41 northwest 4 miles to the farm.

LAND AUCTION

TRACT MAP

TRACT MAP



Wildwood Rd

41

5

22± acres

1

44± acres

2

58± acres

4

8± ac

3

22± acres

INSPECTIONS:

Thursday, May 12
10:00 – 11:00 am

Thursday, May 19
6:00 - 7:00 pm

Thursday, May 26
10:00 – 11:00 am

**LAND
AUCTION**

**TRACT
DESCRIPTIONS**

LAND AUCTION

Thursday,

JUNE 2 AT 6:00PM *Online Bidding Available*

FAYETTE COUNTY, OHIO
WASHINGTON COURTHOUSE

45 Miles SW of Columbus
4 Miles NW of WCH
7 Miles SE of Jeffersonville

154[±]
acres
OFFERED IN
5 TRACTS

ONLINE BIDDING
AVAILABLE

 You may bid online during the auction at www.schraderauction.com. You must be registered One Week in Advance of the Auction to bid online. For online bidding information, call Schrader Auction Co.

TRACT 1: 44± Acres nearly all FSA cropland acres. This features a nice mix of Brookston, Celina, and Crosby soils with two points of road frontage along Wildwood Rd. Add this to your current operation or consider this as a stand-alone investment.

TRACT 2: 58± Acres with 53± FSA cropland acres. This features a good soil mix and is accessible via a 200 ft. strip fronting Wildwood Rd. A 5± acre woods with mature trees combines income producing potential with recreation. Consider combining with Tract 1 for 102± acres of productive land. Adjacent to the Miami Trace campus.

TRACT 3: 22± Acres of mostly tillable land. Great location with 1,825± ft. frontage on OH-41 and 130± ft. on Wildwood Rd NW. Combine this with Tract 1 or consider development potential here. Excellent investment opportunity.

TRACT 4: 8± Acres with mature trees and buildings. Examine the opportunity of building your dream home. The property offers an established driveway and well. Great corner property with frontage on both Wildwood Rd NW and OH-41. Features a 2-story livestock barn, 2 car garage, and other outbuildings. Very hard to find in today's market.

TRACT 5: 22± Acres with a mix of grass and scattered trees. The presence of a creek on the property allows for great pasture or recreational potential. Perfect for the hunter or other outdoor activities. This tract has frontage on both Wildwood Rd NW and OH-41. Come see this on the inspection days.

OWNER: Anderson Family Farm

AUCTION TERMS & CONDITIONS

PROCEDURES: The property will be offered in 5 individual tracts, any combination of tracts, or as a total 154± acre unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer.

DOWN PAYMENT: 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.

BUYER'S PREMIUM: A 2% Buyers Premium will be added to the auction bid to create the final contract purchase price.

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 **August 1, 2022**.

POSSESSION: TRACTS 1-3: Possession will be delivered at closing subject to 2022 lease and crop removal. TRACTS 4 & 5: Possession will be delivered at closing. CROP RENT: 2022 crop rental income will be credited to Buyer(s) at closing prorated per tillable acre at \$190/acre (contact agent for details).

REAL ESTATE TAXES / ASSESSMENTS: Seller will pay the 2021 taxes payable 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, or if required by the county for transfer. 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.

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

AGENCY: Schrader Real Estate and Auction Company, Inc. and its representatives are exclusive agents of the seller.

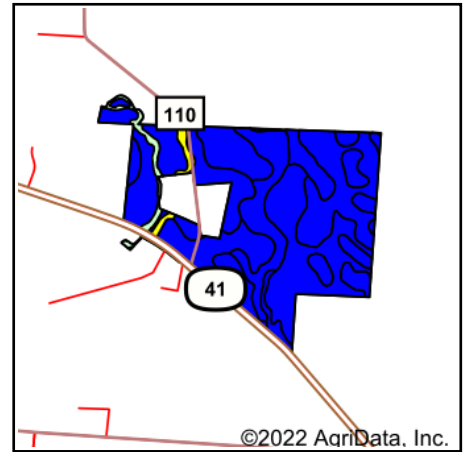
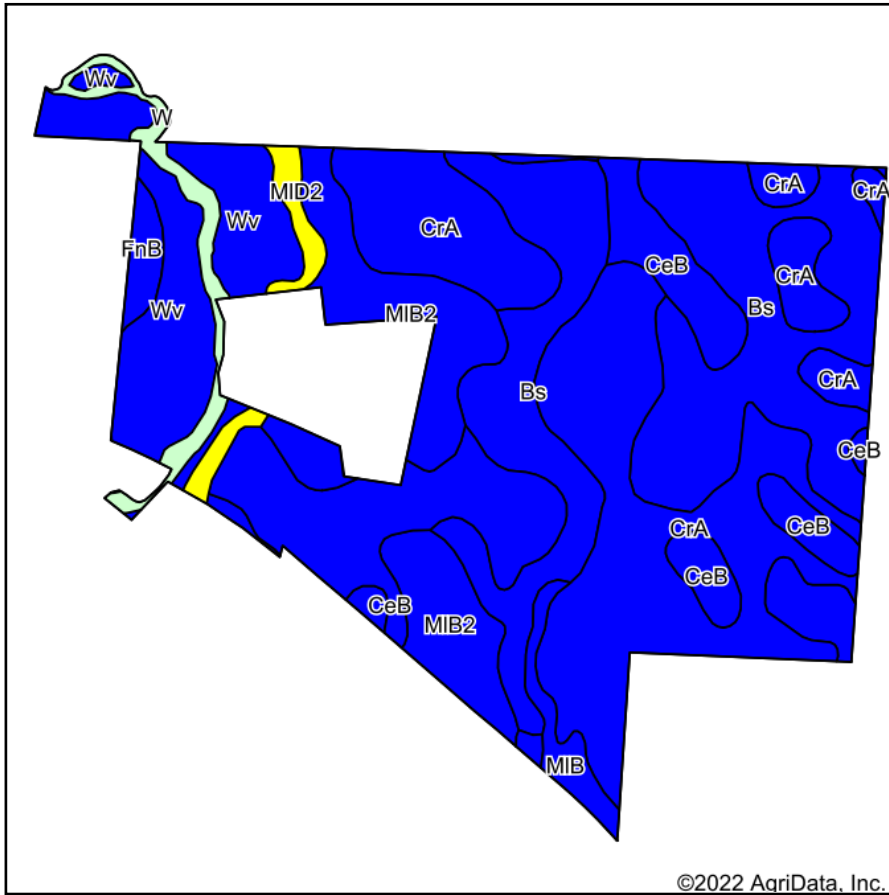
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ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE. AUCTION COMPANY OR OWNER NOT RESPONSIBLE FOR ACCIDENTS.

LAND AUCTION

SOILS MAP

SOILS MAP



State: **Ohio**
 County: **Fayette**
 Location: **39° 35' 0.73, -83° 28' 47.67**
 Township: **Union**
 Acres: **159.9**
 Date: **3/28/2022**



Maps Provided By:

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Soils data provided by USDA and NRCS.

Area Symbol: OH047, Soil Area Version: 19

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Oats Bu	Pasture AUM	Soybeans Bu	Tall fescue AUM	Winter wheat Bu	*eFOTG PI	
CrA	Crosby silt loam, Southern Ohio Till Plain, 0 to 2 percent slopes	45.95	28.7%		llw	120	5			46	6.8	48	81	
Bs	Brookston silty clay loam, fine texture, 0 to 2 percent slopes	43.24	27.0%		llw	129	4.5			48	9	51	87	
CeB	Celina silt loam, 2 to 6 percent slopes	23.74	14.8%		lle	131	4.3	70	8.7	46		58	76	
MIB2	Miamian silt loam, 2 to 6 percent slopes, eroded	18.37	11.5%		lle	119				36	4.9	48	73	
Wv	Westland silty clay loam, overwash	17.60	11.0%		llw	130	5	75		38	9.2	35	80	
W	Water	3.93	2.5%										0	
MIB	Miamian silt loam, 2 to 6 percent slopes	2.66	1.7%		lle	130	4.3		8.6	46		59	76	
MID2	Miamian silt loam, 12 to 18 percent slopes, eroded	2.62	1.6%		IVe	86	3.6		7	28		38	63	
FnB	Fox silt loam, 2 to 6 percent slopes	1.79	1.1%		lle	95	4	75		30		40	68	
Weighted Average						1.98	121.4	4	19.5	1.5	42.9	6	47.6	78.3

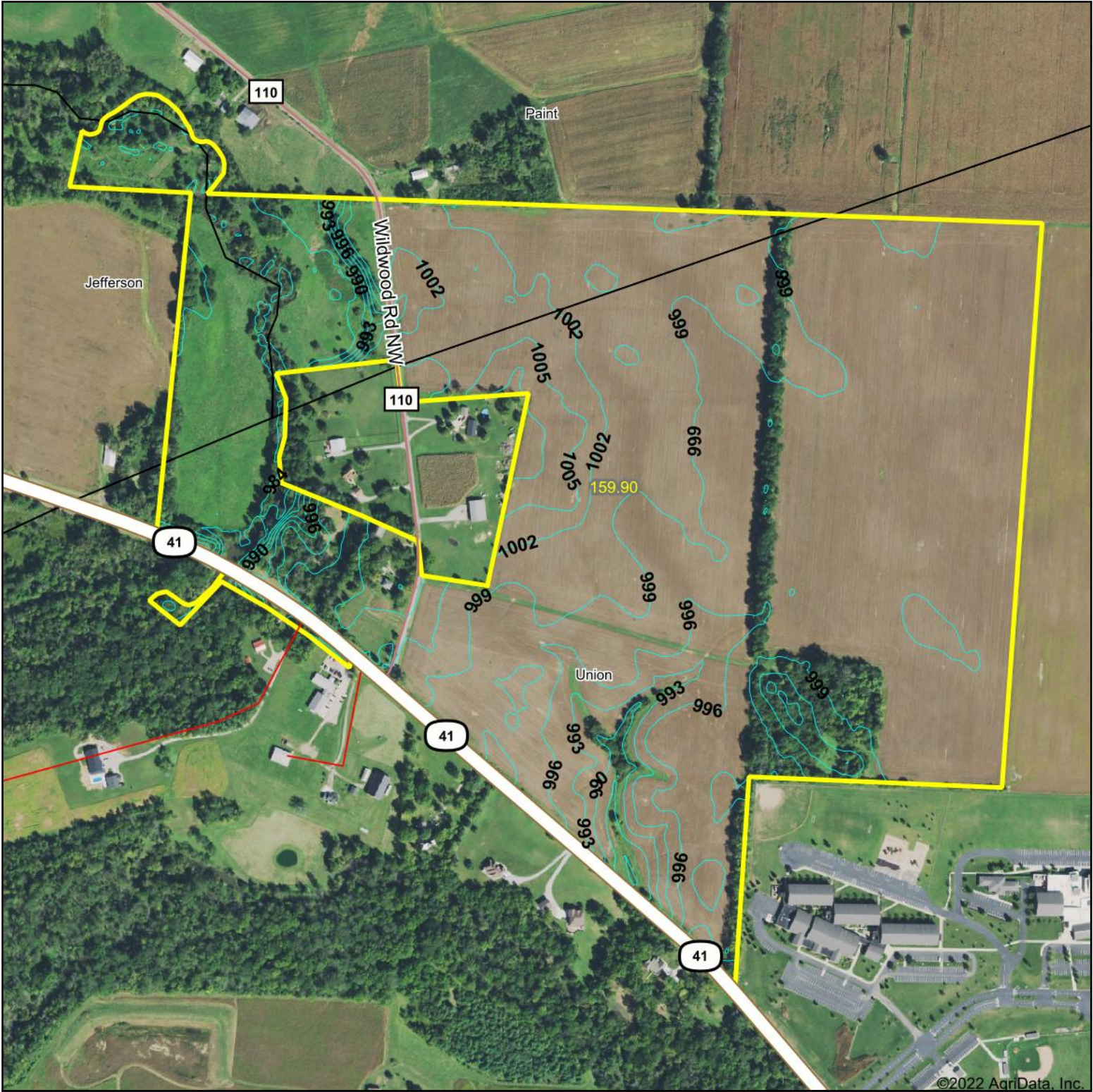
*efotg PI: Obtained from the NRCS eFOTG (<http://efotg.sc.egov.usda.gov>)

Soils data provided by USDA and NRCS.

**LAND
AUCTION**

TOPOGRAPHY MAP

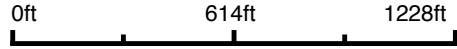
TOPOGRAPHY MAP



©2022 AgriData, Inc.



Source: USGS 3 meter dem
 Interval(ft): 3.0
 Min: 982.2
 Max: 1,010.7
 Range: 28.5
 Average: 997.1
 Standard Deviation: 5.48 ft



Fayette County
 Ohio

3/28/2022

Map Center: 39° 35' 0.73, -83° 28' 47.67



© AgriData, Inc. 2021 www.AgriDataInc.com

LAND AUCTION

FSA INFORMATION

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: 117.19 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-025 and attached maps for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

FSA INFORMATION

OHIO
FAYETTE
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 389
Prepared : 4/7/22 7:23 AM
Crop Year : 2022

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : [REDACTED]
Farms Associated with Operator : [REDACTED]
CRP Contract Number(s) : None
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
166.49	117.19	117.19	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	117.19	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	74.50	0.00	150	
Soybeans	42.69	0.00	49	
TOTAL	117.19	0.00		

NOTES

Tract Number : 823
Description : G5 2B
FSA Physical Location : OHIO/FAYETTE
ANSI Physical Location : OHIO/FAYETTE
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : BILLY ANDERSON
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
166.49	117.19	117.19	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	117.19	0.00	0.00	0.00	0.00	0.00

FSA INFORMATION

OHIO
FAYETTE
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 389
Prepared : 4/7/22 7:23 AM
Crop Year : 2022

DCP Crop Data

Tract 823 Continued ...

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	74.50	0.00	150
Soybeans	42.69	0.00	49
TOTAL	117.19	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.

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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.

LAND AUCTION

LOT INFORMATION

TRACT 4

LOT SPLIT

TRACT 4

Subdivision Review Board

Fayette County, Ohio

Fayette County EngineerFayette County Board of Health**Fayette County Soil and Water**

May 4, 2022

Travis B. Kelley
11707 West Lancaster Road
Jeffersonville, OH 43128

RE: Application Number: 2022-009
Property Location: Wildwood Road and SR 41

The Subdivision Review Board has met to review your application and after careful consideration, listed below is the outcome of the review. If your application was given approval, you may go ahead and have the property surveyed if necessary. **If your application was noted approved with modifications or disapproved, and you do not understand the reason why or want further explanation, please return to the Subdivision Review Board any Tuesday, 8:30-9:00 for further information.**

1. Approved: The proposed 8.37 +/- acre split meets the minimum requirements of a Large Lot Division.

2. Approved with Modifications:

3. Disapproved:

Sincerely,

David Batson
Fayette County
Subdivision Review Board

Cc: Commissioners' Office / Tax Map Office
Rick Garrison / Fayette County Health Department
Chet Murphy / Soil and Water Conservation District
Harold Skaggs / Union Township Zoning

LOT MAP

TRACT 4



0 70 140 280 420 560 Feet

GIS DATA HAS BEEN PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS SUBJECT TO INDEPENDENT VERIFICATION.

1 inch equals 100 feet

**LAND
AUCTION**

**WATER & SEWER
INFORMATION**

WATER & SEWER INFORMATION

Hamilton Soil Investigations, LLC
Steve Hamilton, CPSS
6702 Haggerty Rd.
Hillsboro, Ohio
Cell 937-763-5597

Travis Kelley
11707 W Lancaster Rd
Jeffersonville, OH 43128

The site investigated was located at 5548 Wildwood Rd NW in Union Township, Fayette County, Ohio

A number of observations were made and 1 technical soil description was recorded and flagged.

The site was mapped as:

CeB: Celina silt loam, 2 to 6 percent slopes

MIB2: Miamian silt loam, 2 to 6 percent slopes, eroded

One proposed system area was flagged on the lot and the proposed system area is marked on the contour map. Area A is well drained and underlain by glacial till.

Area A:

Soil drainage: Well drained

Slope: 2%

Shape: Concave

Redox features range: None observed

Restrictive layer range: Glacial till ranges from 35 to 45 inches

A slight change in flag placement might be needed to meet the calculated dimensions of the system area and the contour of the slope, but they still fall within the described technical soil description.

WATER & SEWER INFORMATION

Site and Soil Evaluation for Sewage Treatment and Dispersal

County: <u>Fayette</u>	Land Use / Vegetation: <u>Grass</u>	
Township / Sec: <u>Union</u>	Landform: <u>Upland</u>	
Property Address/Location: <u>5548 Wildwood Rd NW</u> <u>Washington CH, OH 43160</u>	Position on Landform: <u>Flat</u>	
	Percent Slope: <u>2</u>	
Applicant Name: <u>Travis Kelley</u>	Shape of Slope: <u>Concave</u>	
	Address: <u>11707 W Lancaster Rd</u>	
Phone #: <u>(740) 572-1525</u>	Date: <u>4/21/2022</u>	
Lot #: <u>A</u>	Evaluator: <u>Stephen Hamilton, CPSS</u>	
Test Hole #: <u>A</u>	<u>Hamilton Soil Investigations, LLC</u>	
Latitude/Longitude: <u>Lat 39.583372 Long -83.482429</u>	<u>6702 Haggerty Road</u>	
Method: <u> </u> Pit <u> </u> Auger <u> </u> X Probe	<u>Hillsboro, OH 45133</u>	
	Phone #: <u>Cell: 937-763-5597</u>	
	Signature: <u><i>Stephen Hamilton</i></u>	
	Certification Stamp or Certification #: <u>SSSA # 24711</u>	

Soil Profile	Estimating Soil Saturation										Estimating Soil Permeability					
	Depth (inches)	Horizon	Munsell Color (hue, value, chroma)		Redoximorphic Features		Class	Texture		Structure			Consistence	Other Soil Features		
			Matrix Color	Concentrations	Depletions	Approx % Clay		Approx % Fragments	Grade	Size	Type (shape)					
Ap	0 - 10		10YR 4/3				sil	18			1	f & m	gr	fr		
Bt1	10 - 18		10YR 5/4				sic1	34			2	m	sbk	fi		
2Bt2	18 - 32		10YR 4/6				cl	36			2	m	abk/sbk	fi		
2BC	32 - 40		10YR 5/4	c1d 7.5YR 5/6 Fe acc			cl	30			1	co	sbk	fi		
2Cd	40 - 60		10YR 5/4	c2d 7.5YR 5/6 Fe acc			1	24			5		m	vfi	dense glacial till	

Limiting Conditions		Depth to (in.)	Descriptive Notes	Remarks / Risk Factors:
Perched Seasonal Water Table				Redox depletions: none observed
Apparent Water Table				Smearing of the trenches sidewalls is possible
Highly Permeable Material				Flags: Purple
Bedrock				Well drained
Restrictive Layer		40	Dense glacial till	

Note: The evaluation shall include a complete site plan or site drawing.

WATER & SEWER INFORMATION

Landforms
Upland*
Terrace
Flood plain
Lake Plain
Beach Ridge
*Includes glacial till plain and end moraine

Position on Landform
Depression
Flat
Knoll
Crest
Hillslope
Footslope

Shape of Slope
Convex
Concave
Linear
Complex

Horizon Nomenclature				
Master Horizons		Horizon Suffixes		Horizon Modifiers
O	Predominately organic matter (litter & humus)	a	Highly decomposed organic matter	Numerical Prefixes: Used to denote lithologic discontinuities.
A	Mineral, organic matter (humus) accumulation, loss of Fe, Al, clay	b	Buried genetic horizon	
E	Mineral, loss of Si, Fe, Al, clay, organic matter	d	Densic layer (physically root restrictive)	Numerical Suffixes: Used to denote subdivisions within a master horizon
B	Subsurface accumulation of clay, Fe, Al, Si, humus; sesquioxides; loss of CaCO ₃ ; subsurface soil structure	e	Moderately decomposed organic matter	
C	Little or no pedogenic alteration, unconsolidated earthy material, soft bedrock	g	Strong gley	
R	Hard bedrock	i	Slightly decomposed organic matter	
		p	Plow layer or artificial disturbance	
		r	Weathered of soft bedrock	
		t	Illuvial accumulation of silicate clay	
		w	Weak color or structure within B	
		x	Fragipan characteristics	

Soil Texture			
Texture Class Abbreviations		Textural Class Modifiers	
Coarse Sand	cos	Gravelly	GR
Sand	s	Fine Gravelly	FGR
Fine Sand	fs	Medium Gravelly	MGR
Very Fine Sand	vfs	Coarse Gravelly	CGR
Loamy Coarse Sand	lcos	Very Gravelly	VGR
Loamy Sand	ls	Extremely Gravelly	XGR
Loamy Fine Sand	lfs	Cobbly	CB
Loamy Very Fine Sand	lvfs	Very Cobbly	VCB
Coarse Sandy Loam	cosl	Extremely Cobbly	XCB
Sandy Loam	sl	Stony	ST
Fine Sandy Loam	fsl	Very Stony	VST
Very Fine Sandy Loam	vfs	Extremely Stony	XST
Loam	l	Bouldery	BY
Silt Loam	sil	Very Bouldery	VBY
Silt	si	Extremely Bouldery	XBY
Sandy Clay Loam	scl	Channery	CN
Clay Loam	cl	Very Channery	VCN
Silty Clay Loam	sicl	Extremely Channery	XCN
Sandy Clay	sc	Flaggy	FL
Silty Clay	sic	Very Flaggy	VFL
Clay	c	Extremely Flaggy	XFL

*Estimate approximate clay percentage within 5 percent

Soil Structure					
Grade	Size		Type (shape)		
Structureless	0	Very Fine	vf	Granular	gr
Weak	1	Fine	f	Angular Blocky	abk
Moderate	2	Medium	m	Subangular Blocky	sbk
Strong	3	Coarse	co	Platy	pl
		Very Coarse	vc	Prismatic	pr
		Extr. Coarse	ec	Columnar	cpr
		Very Thin*	vn	Single Grain	sg
		Thin*	tn	Massive	m
		Thick*	tk	Cloddy	CDY
		Very Thick*	vk		

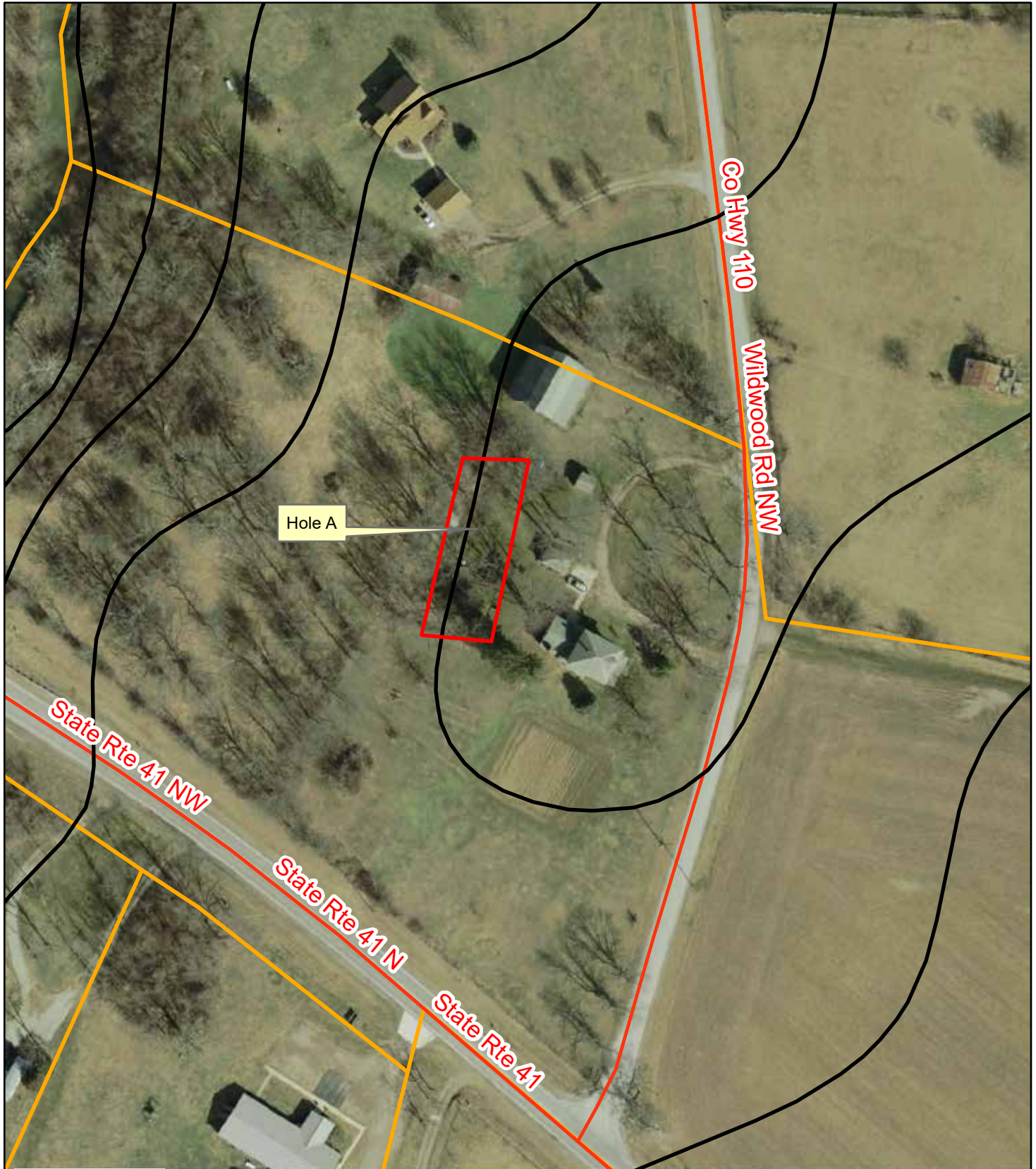
* The sizes Very Thin, Thin, Thick, and Very Thick, are used when describing platy structure only. Substitute thin for fine, and thick for coarse when describing platy structure.

Moist Consistence	
Loose	l
Very Friable	vfr
Friable	fr
Firm	fi
Very Firm	vfi
Extremely Firm	efi

For a more detailed explanation on describing and sampling soils, please refer to the "Field Book for Describing and Sampling Soils" Schoeneberger, P.J., Wysocki, D.A., Benham, E.C., and Broderson, W.D. (editors) 2002. Field book for describing and sampling soils, version 2.0. Natural Resources Conservation Service, USDA, National Soil Survey Center, Lincoln, NE.

WATER & SEWER INFORMATION

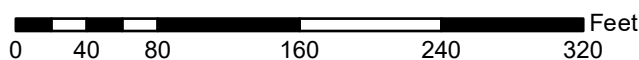
2548 Wildwood Rd NW



Legend

-  Area_Layout
-  Contours5Foot
-  Fayette_Street
-  Fayette_Parcels

1 inch = 100 feet



Hamilton Soils Investigations, LLC
937-763-5597

LAND AUCTION

PRELIMINARY TITLE

PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance
2021 v.01.00 (07-01-2021)

ALTA COMMITMENT FOR TITLE INSURANCE issued by Old Republic Title Ins Co

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.

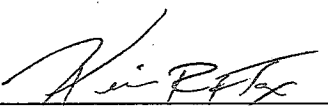
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Old Republic Title Insurance Company (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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within thirty (30) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111



Authorized Officer or Licensed Agent

By  President
Attest  Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic Title Ins Co. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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PRELIMINARY TITLE

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that under applicable law illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “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.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of 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; and
- 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 is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic Title Ins Co. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN
LAND TITLE
ASSOCIATION



PRELIMINARY TITLE

5. DEFINITIONS

- 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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PRELIMINARY TITLE

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

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PRELIMINARY TITLE

Title Insurance Commitment

By

Old Republic Title Insurance Company

File No.: **21661**

1. Effective Date: **March 31, 2022, at 8:00 am**

2. Policy (or Policies) to be issued:

AMOUNT

a. ALTA Owner's Policy of Title Insurance (6-17-06)

\$TBD

ALTA Homeowner's Policy of Title Insurance (rev. 2-3-10)

Other

Proposed Insured: **TBD**

b. ALTA Loan Policy of Title Insurance (6-17-06)

ALTA Expanded Coverage Residential Loan Policy (2-3-10)

ALTA Short Form Residential Loan Policy - Ohio (5/1/08)

Proposed Insured: its successors and/or assigns as their interests may appear, as defined in the Conditions and Stipulations of this policy.

3. The estate or interest in the land described or referred to in this Commitment is: **Fee Simple**

4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in: **Billy Anderson and Opal Anderson****

****Both are believed to be deceased; deed(s) of conveyance shall be executed by fiduciary of his/her/their Estate(s)**

5. The land referred to in this Commitment is described as follows:

Situated in the State of Ohio, County of Fayette, and in the Townships of Union and Paint, and being 87.26 acres, 14.73 acres, 51.926 acres, 6.370 acres, and 6.370 acres, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference

Issuing Agent: **Midland Title West, LLC**

Agent ID No.: **1**

Address: **117 West High St., Suite 105**

City, State, Zip: **London, OH, 43140**

Telephone: **(740) 852-3000**

By: _____

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

PRELIMINARY TITLE

PRELIMINARY TITLE

Title Insurance Commitment

By

Old Republic Title Insurance Company

File No.: 21661

REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor, and the payment of the premium due on the title insurance policies to be issued in accordance with this commitment.
2. Instrument(s) in insurable form creating the estate or interest to be insured, must be approved by title company, properly executed, delivered and filed for record.
3. For Lender Title Insurance policies, a properly executed and recordable Mortgage Deed from the legally required owner(s) (with release of dower, if applicable) to proposed Mortgagee insured conveying and/or encumbering the premises described in Schedule A, Item 5, hereof.
4. Properly recorded release(s) of the Property from any mortgage(s) or lien(s) listed in Schedule BII, below.
5. Furnishing to the Closing Agent any documentation required by Title Insurance Agent showing proof of authority for the execution of documents and/or for the determination that a party is in good standing. Closing Agent may require some such documentation to be recorded.

Other Requirements, if any:

6. **Approval of Old Republic Title Insurance Company ("Old Republic") to issue excess risk policy, and furnishing any documentation required by Old Republic.**
7. **Issuing Agent (as set forth in Schedule A) reserves the right to add additional requirement(s) that must be satisfied to issue title insurance policies contemplated hereby.**

PRELIMINARY TITLE

Title Insurance Commitment

By

Old Republic Title Insurance Company

File No.: 21661

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness are not hereby insured.
8. INTENTIONALLY BLANK
9. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy
10. Subject to any of the parties being a debtor or the land being involved in any Bankruptcy proceedings; the land must be released from any such proceeding.
11. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.

PRELIMINARY TITLE

12. Taxes:

Parcel Number: 140-023-0-00-011-00

The Fayette County Auditor shows taxes in the name of Billy Anderson and Opal Anderson. Taxes for the first half of 2021 are unpaid in the amount of \$433.02. Continuing assessments included in that amount are \$NONE. If the amount due (below) is higher than the taxes and assessments per half, there may be a delinquency; some delinquencies may accrue interest; please check with the County Treasurer.

The total amount of taxes and assessments now due, including delinquencies, is \$476.32. Taxes for the first half of 2021 are now due. Taxes for the second half of 2021 are a lien, but not yet due. Taxes for the current year is a lien, but undetermined and not due. The aforesaid parcel number is qualified for Current Agricultural Use Valuation (CAUV).

Parcel Number: 140-023-0-00-012-00

The Fayette County Auditor shows taxes in the name of Billy Anderson and Opal Anderson. Taxes for the first half of 2021 are unpaid in the amount of \$69.15. Continuing assessments included in that amount are \$NONE. If the amount due (below) is higher than the taxes and assessments per half, there may be a delinquency; some delinquencies may accrue interest; please check with the County Treasurer.

The total amount of taxes and assessments now due, including delinquencies, is \$76.07. Taxes for the first half of 2021 are now due. Taxes for the second half of 2021 are a lien, but not yet due. Taxes for the current year is a lien, but undetermined and not due. The aforesaid parcel number is qualified for Current Agricultural Use Valuation (CAUV).

Parcel Number: 190-001-0-00-021-00

The Fayette County Auditor shows taxes in the name of Billy Anderson and Opal Anderson. Taxes for the first half of 2021 are unpaid in the amount of \$1,341.57. Continuing assessments included in that amount are \$NONE. If the amount due (below) is higher than the taxes and assessments per half, there may be a delinquency; some delinquencies may accrue interest; please check with the County Treasurer.

The total amount of taxes and assessments now due, including delinquencies, is \$1,475.73. Taxes for the first half of 2021 are now due. Taxes for the second half of 2021 are a lien, but not yet due. Taxes for the current year is a lien, but undetermined and not due. The aforesaid parcel number is qualified for Current Agricultural Use Valuation (CAUV).

Parcel Number: 190-001-0-00-022-00

The Fayette County Auditor shows taxes in the name of Billy Anderson and Opal Anderson. Taxes for the first half of 2021 are unpaid in the amount of \$158.82. Continuing assessments included in that amount are \$NONE. If the amount due (below) is higher than the taxes and assessments per half, there may be a delinquency; some delinquencies may accrue interest; please check with the County Treasurer.

The total amount of taxes and assessments now due, including delinquencies, is \$174.70. Taxes for the first half of 2021 are now due. Taxes for the second half of 2021 are a lien, but not yet due. Taxes for the current year is a lien, but undetermined and not due. The aforesaid parcel number is qualified for Current Agricultural Use Valuation (CAUV).

Parcel Number: 190-001-0-00-024-00

The Fayette County Auditor shows taxes in the name of Billy Anderson and Opal Anderson. Taxes for the first half of 2021 are unpaid in the amount of \$649.41. Continuing assessments included in that amount are \$NONE. If the amount due (below) is higher than the taxes and assessments per half, there may be a delinquency; some delinquencies may accrue interest; please check with the County Treasurer.

PRELIMINARY TITLE

The total amount of taxes and assessments now due, including delinquencies, is \$714.35. Taxes for the first half of 2021 are now due. Taxes for the second half of 2021 are a lien, but not yet due. Taxes for the current year is a lien, but undetermined and not due. The aforesaid parcel number is qualified for Current Agricultural Use Valuation (CAUV).

13. The title insurance policy or certification will not guarantee the amount of acreage stated in the legal description of the property.
14. Subject to the rights of the public and public authorities to use and regulate the use of any of the land within a road right of way. If a title insurance policy will be issued, the following applies: Although the policy to be issued insures legal access to and from the land (unless otherwise stated), it will not insure the right of the insured to build a driveway connecting to a public highway.
15. Subject to the recoupment of taxes as a result of the land being removed from the County CAUV Program. Farm acreage may be enrolled in other Government Programs (Conservation, Set-aside, Drainage maintenance, etc.) at Federal, State, or Local levels that require repayment/recoupment of benefits if the acreage is not continued on the Government Program. Buyer and/or Lender must inquire and satisfy themselves in regard to the applicability of such other Government Programs. Title Agent, Closing Agent, and Attorney do not assume any liability therefore.
16. Restrictions, easements, and setbacks as shown on the plat (including amendments, if any) containing the land as recorded at the Fayette County Recorder.
17. Subject to the regulation of the governmental entity to approve any alternation(s) to Paint Creek and/or its tributaries.
18. Subject to right(s) of upper and lower riparian owner(s) of Paint Creek, and the uninterrupted, natural flow thereof.
19. The land shall not be deemed to include any part thereof, resulting through the change in the course of Paint Creek occasioned by other than natural causes or by natural cause other than accretion.
20. This policy shall not insure or guarantee riparian rights to Paint Creek and/or its tributaries.
21. Subject to an easement and right of way for public highway and road purposes to the State of Ohio recorded at Deed Book 59, Page 384, Fayette County Recorder.
22. Subject to a right of way to The Dayton Power and Light Company recorded at Deed Book 62, Page 64, Fayette County Recorder.
23. Subject to a right of way to The Dayton Power and Light Company recorded at Deed Book 67, Page 513, Fayette County Recorder.
24. Subject to a right of way and easement to The Dayton Power and Light Company recorded at Deed Book 75, Page 190, Fayette County Recorder.
25. Subject to lien(s) and/or claim(s) arising from or related to the open Estate of Billy Lee Anderson, Case No. PE20220059, Fayette County Probate Court.
26. Subject to lien(s) of legatees, devisees, and/or residual beneficiaries of the open Estate of Billy Lee Anderson, Case No. PE20220059, Fayette County Probate Court.
27. Subject to lien(s) and/or claim(s) arising from or related to the open Estate of Opal Anderson, Case No. PE20160158, Fayette County Probate Court.
28. Subject to lien(s) of legatees, devisees, and/or residual beneficiaries of the open Estate of Opal Anderson, Case No. PE20160158, Fayette County Probate Court.

PRELIMINARY TITLE

29. \$3,450.00, plus interest and costs, if any, certificate of judgement to Capital One Bank, N.A., against Kevin L. Anderson filed on 6/11/2021 at CJ#JL20210556, Fayette County Clerk of Courts.

End of Schedule

**LAND
AUCTION**

PROPERTY PHOTOS

TRACTS 1 & 2



TRACTS 1 & 3



TRACTS 1 & 3



TRACTS 4-5



TRACTS 4-5



TRACTS 4-5



TRACT 5

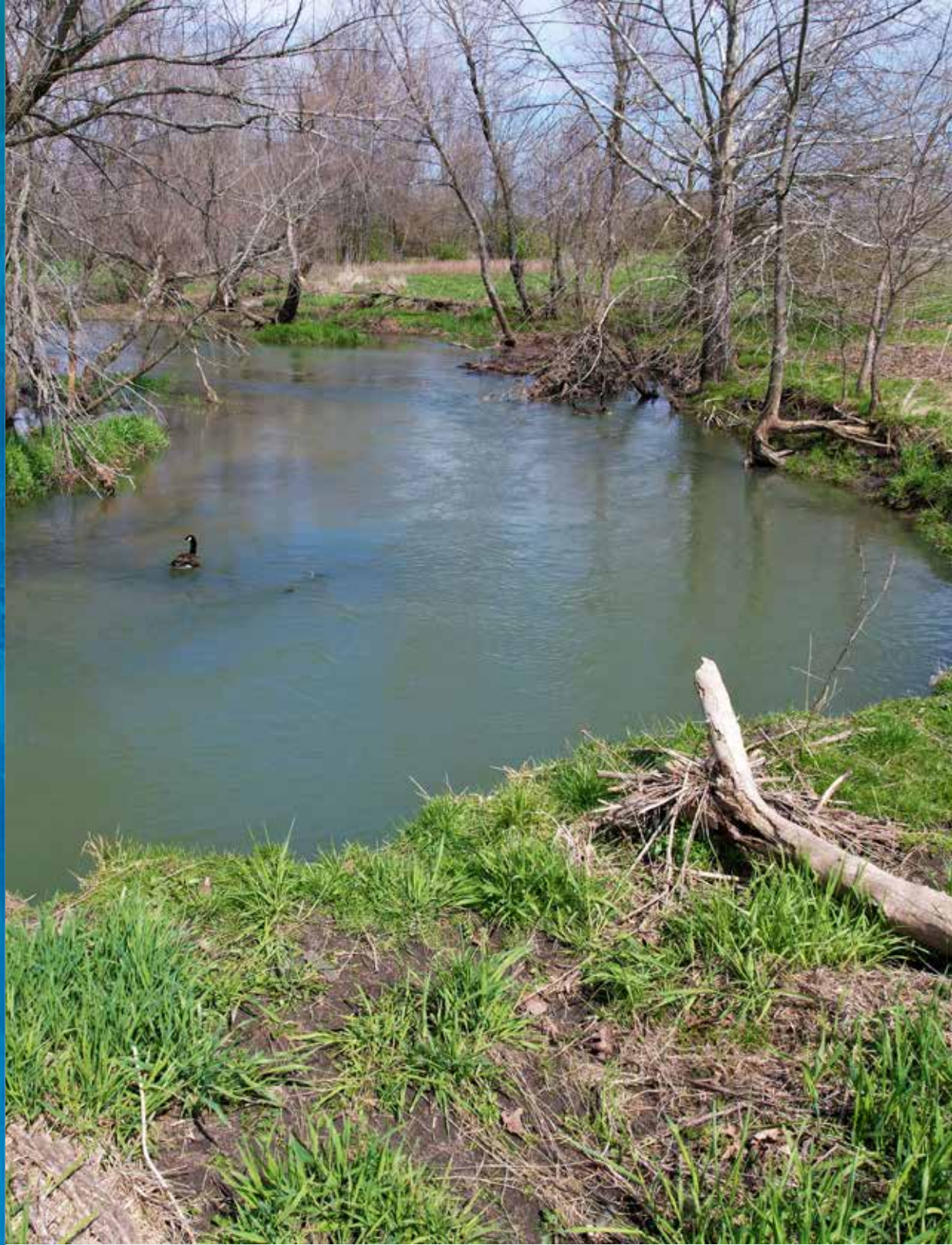


TRACT 5









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