

Miami County,
Ohio

• 10 mi. N of DAYTON, OH • 7 mi. S of TROY, OH • 50 mi. W of COLUMBUS, OH

831 ±
ACRES

OFFERED IN 6 TRACTS

*Subject to final county/
township approval*

INFORMATION BOOKLET

Major
OHIO LAND
AUCTION

THURSDAY OCTOBER 27th @ 6:00 PM

- 735.74± FSA Cropland Acres
- RARE Opportunity to buy a large CONTIGUOUS TRACT
- 600± IRRIGATED ACRES w/ (4) PIVOTS, IRRIGATION EQUIPMENT INCLUDED
- QUALITY PROVEN yields along with well managed fertility
- ABUNDANT ROAD FRONTAGE ON OH SR 202 & Tipp-Elizabeth Rd.
- ADJACENT TO TIPP CITY, OH
- LARGE Fields for ease of farming Operation
- 1031 EXCHANGE Opportunity



TIMED ONLINE ONLY

VIRTUAL

LIVE WITH ONLINE

800-451-2709 | SchraderAuction.com

Auction Site: Miami County Fairgrounds, Duke Lundgard Building at
650 N County Rd 25A, Troy, Ohio 45373

DISCLAIMER:

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

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

OWNER: Grusenmeyer Land LLC

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

63198513759

Andrew M. Walther: SAL.2012001611

Travis Kelley: SAL.2008003813



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 & PROCEDURE:

PROCEDURES: The property will be offered in 6 individual tracts, any combination of tracts, or as a total 831± acre unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer.

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

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

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

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

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

before December 15th, 2022.

POSSESSION: Possession will be delivered at closing subject to the removal of the 2022 crop and the right to have an equipment auction on the property prior to December 31st, 2022.

REAL ESTATE TAXES / ASSESSMENTS: Taxes will be pro-rated to the date of closing (Long pro-rata method). The property is currently enrolled in the CAUV program.

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

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

EASEMENTS & LEASES: Sale of the property is subject to any and all easements of record. (Contact Agent for information Book)

CONSERVATION EASEMENTS: The farm features several Miami Conservancy District (MCD Parcel 4669) perpetual easements along the waterways.

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

AGENCY: Schrader Real Estate and Auction Com-

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

DISCLAIMER AND ABSENCE OF WARRANTIES:

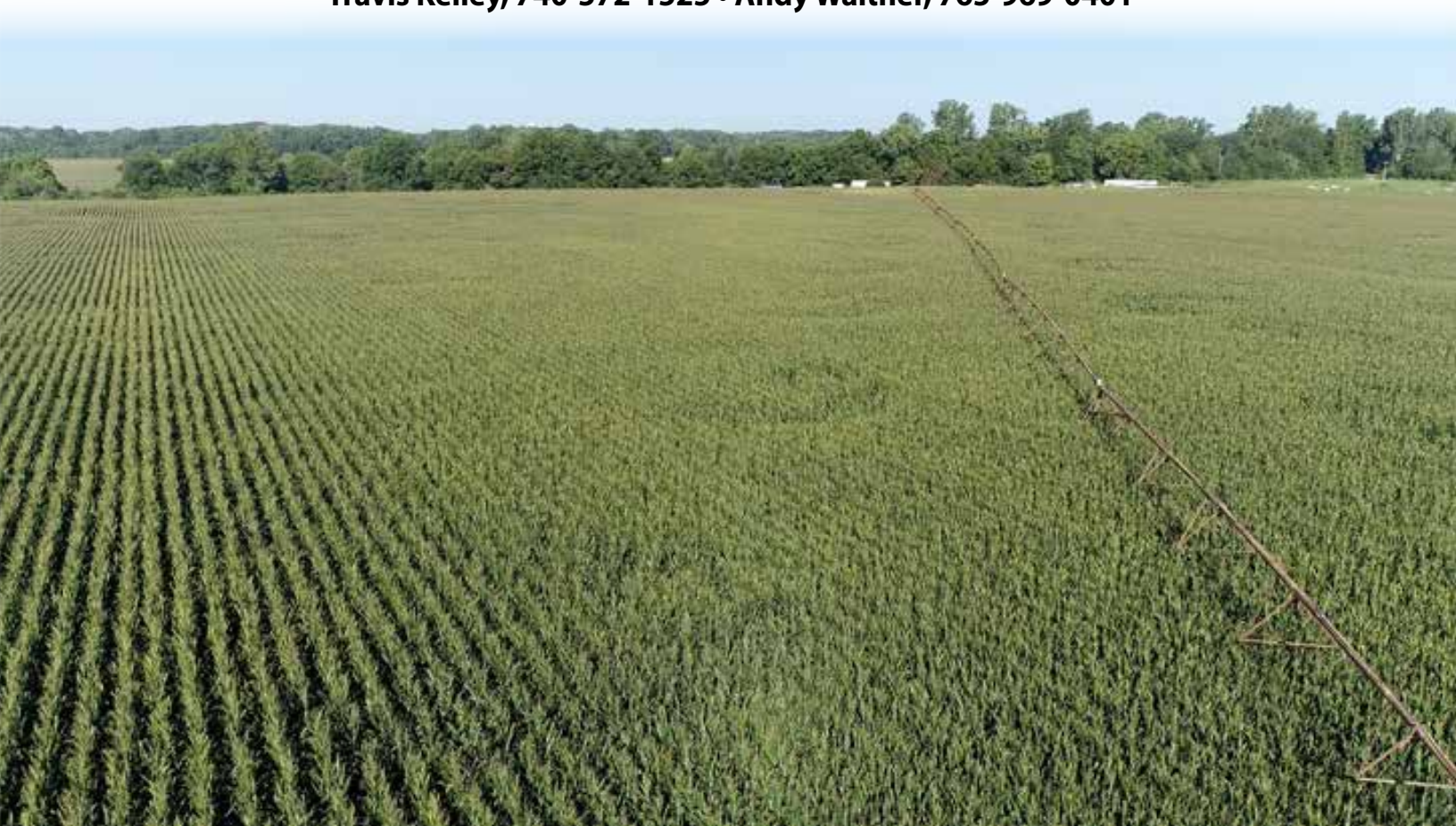
All information contained in this brochure and all related materials are subject to the Terms and Conditions outlined in the Purchase Agreement. The property is being sold on "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the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

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

BOOKLET INDEX

- **BIDDER PRE-REGISTRATION FORM**
- **ONLINE BIDDING REGISTRATION FORM**
- **LOCATION MAP & AERIAL TRACT MAP**
- **SOIL INFORMATION (Soils, Topo Contours Maps, Flood Zone Map)**
- **FSA INFORMATION**
- **SCHEDULE OF INSURANCE**
- **PRELIMINARY TITLE**
- **WELLS AND IRRIGATION INFORMATION**
- **MIAMI CONSERVANCY DISTRICT EASEMENTS**
- **PHOTOS**

**For Information Call Auction Managers:
Travis Kelley, 740-572-1525 • Andy Walther, 765-969-0401**



REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

THURSDAY, OCTOBER 27, 2022

831± ACRES – TROY, 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, October 20, 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
831± Acres • Miami County, Ohio
Thursday, October 27, 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, October 27, 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, October 20, 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 MAP**

LOCATION MAP



INSPECTION DATES & TIMES:
Monday, October 3rd • 9am-11am
Monday, October 10th • 9am-11am
Monday, October 17th • 1pm-2pm

- 10 mi. N of DAYTON, OH • 7 mi. S of TROY, OH •
- 50 mi. W of COLUMBUS, OH •

PROPERTY LOCATION: Located at the intersection of OH SR 202 and Tipp – Elizabeth Road just east of Tipp City, Ohio (for GPS Mapping purposes, Near 3310 SR 202, Troy, Ohio)

DIRECTIONS: (Near 3310 SR 202, Troy OH). From I-75 North, take exit 68 (Tipp City, West Milton) then East on W. Main Street (OH 571) to OH 202. Then north 1 mile to the farm. OR from I-70 take exit 36 toward OH-202 / Old Troy Pike, continue north 8 miles to the farm on your left.

AUCTION SITE: Miami County Fairgrounds, Duke Lundgard Building at 650 N. County Rd 25A, Troy, Ohio 45373.

AERIAL MAP



Bethel, Elizabeth, Staunton Township(s), MIAMI Co., Ohio

TRACT 1: 405± ACRES with 357.65± FSA cropland acres. This is rare opportunity to own a large contiguous field with access to established wells and irrigation history. Soils feature a predominant mix of Genesee, Wea & Ross Silt loams. Frontage and access points on Tipp-Elizabeth Road. This farm combines quality production agriculture with conservation stewardship easements protecting the flowing riparian water sources through the farm. The tract currently features (2) irrigation pivots sourcing water from a shared 20" well along with an additional 14" well located on this tract.

TRACT 2: 142± ACRES with 131.14± FSA cropland acres with frontage on Tipp-Elizabeth Rd. Soils feature a mixture of Ross silt loam and Genesee silt loams. Part of this tract is currently irrigated. Equipment to remain with tract. Like Tract 1,

conservation easements protect the water along the streams.

TRACT 3: 104± ACRES with 87.87± FSA cropland acres featuring Genesee and Ross silt loams. Great location with 300' of frontage on OH SR 202 along with use of an established gravel driveway.

TRACT 4: 57± ACRES with an estimated 50.0± FSA cropland acres. Consider combining with Tract 3 or 5. Predominantly Eldean soils. Quality frontage on OH SR 202.

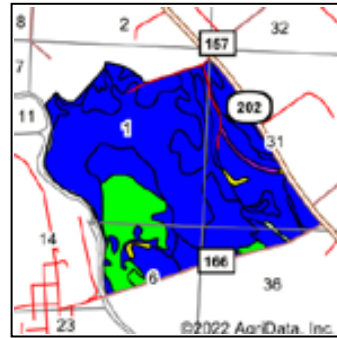
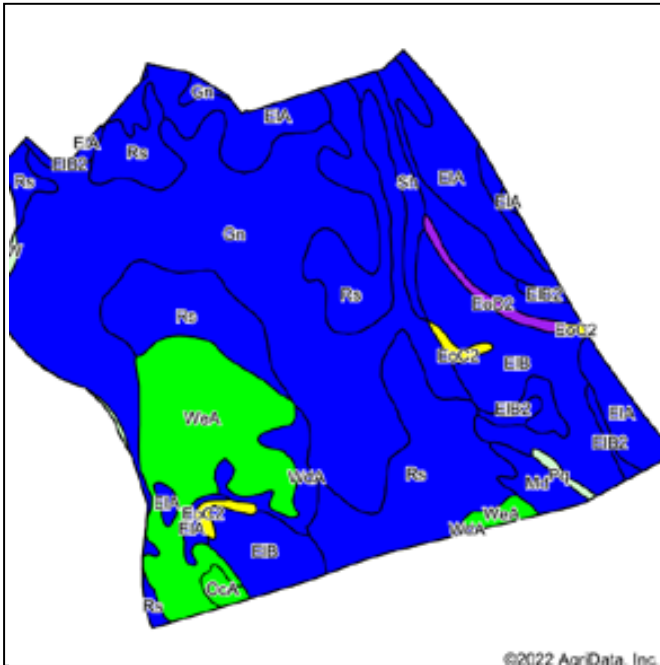
TRACT 5: 24± ACRES with a mix of tillable and wooded land. This features an elevated wooded site perfect for hunting or recreation.

TRACT 6: 99± ACRES with approximately 90± FSA cropland acres. Predominantly Eldean Soils. Frontage on both SR 202 and Tipp-Elizabeth Rd.



SOIL INFORMATION

SOIL MAP



State: **Ohio**
 County: **Miami**
 Location: **1-1E-10N**
 Township: **Stanton**
 Acres: **830.47**
 Date: **4/22/2022**

SCHRADER
 Real Estate and Auction Company, Inc.



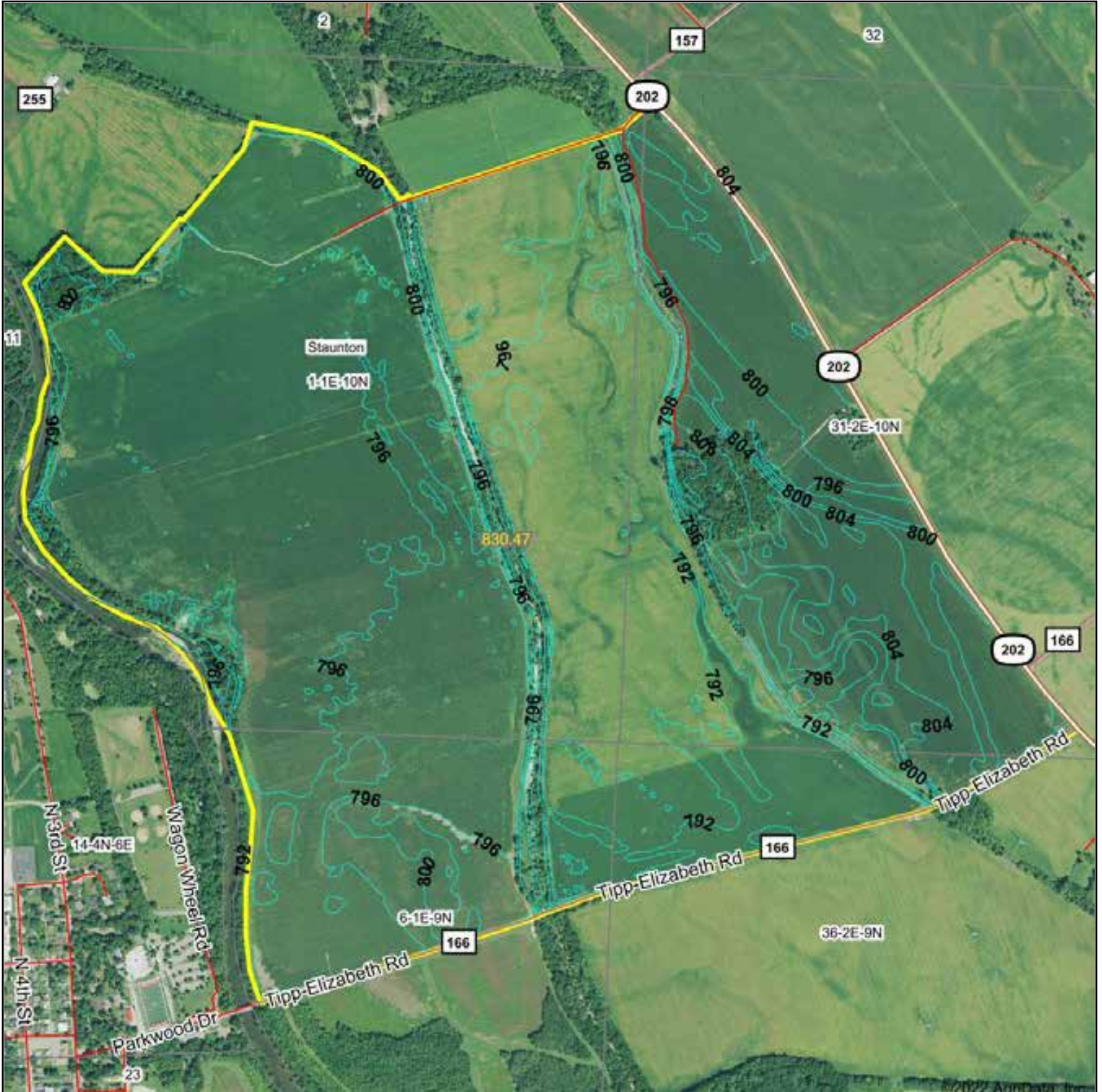
Soils data provided by USDA and NRCS.

Area Symbol: OH109, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Alfalfa hay Tons	Corn Bu	Grass legume hay Tons	Oats Bu	Pasture AUM	Soybeans Bu	Tall fescue AUM	Tobacco Lbs	Wheat Bu	Winter wheat Bu	*eFOTG PI	
Gn	Genesee silt loam, 0 to 2 percent slopes, occasionally flooded	276.89	33.3%		Ilw	5	124	4	79	4		43	8	3900	41	33	71
Rs	Ross silt loam, 0 to 2 percent slopes, occasionally flooded	173.23	20.9%		Ilw		138	4.8		9.2		46				49	92
EIB	Eldean loam, 2 to 6 percent slopes	119.73	14.4%		Ile		104	3.4		6.9		36				42	68
WeA	Wea silt loam, 0 to 2 percent slopes	95.65	11.5%		Is		144	4.8		9.5		50				58	81
EIA	Eldean loam, 0 to 2 percent slopes	88.44	10.6%		Ils		115.3	4		6.6		37.3				48.7	71
Sh	Shoals silt loam, 0 to 2 percent slopes, frequently flooded, brief duration	15.82	1.9%		Ilw		125					43					68
EIB2	Eldean loam, 2 to 6 percent slopes, eroded	14.73	1.8%		Ile		104	3.8		6.5		35				45	66
WdA	Warsaw silt loam, 0 to 2 percent slopes	14.21	1.7%		Ils		100		75			35	6.6			40	74
Md	Medway silt loam	10.43	1.3%		Ilw		115		80			38				50	88
EoC2	Eldean-Casco gravelly loams, 6 to 12 percent slopes, moderately eroded	6.69	0.8%		Ive	3.5	75		60			25				35	55
EoD2	Eldean-Casco gravelly loams, 12 to 18 percent slopes, moderately eroded	6.20	0.7%		Ve	3											42
OcA	Ockley silt loam, Southern Ohio Till Plain, 0 to 2 percent slopes	4.09	0.5%		Is		113					37	6.4	2465		50	77
Pq	Pits, quarry	2.30	0.3%														0
W	Water	2.06	0.2%														0
Weighted Average					1.91	1.7	122.5	3.9	29.1	6.2	41.8	2.8	1312.5	13.7	41.8	75.5	

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

TOPO CONTOURS MAP



Source: USGS 3 meter dem

Interval(ft): 4.0

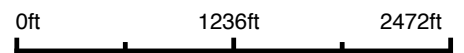
Min: 788.9

Max: 813.6

Range: 24.7

Average: 797.2

Standard Deviation: 3.71 ft



4/22/2022

1-1E-10N
Miami County
Ohio

Map Center: 39° 58' 39.52, -84° 9' 27.47

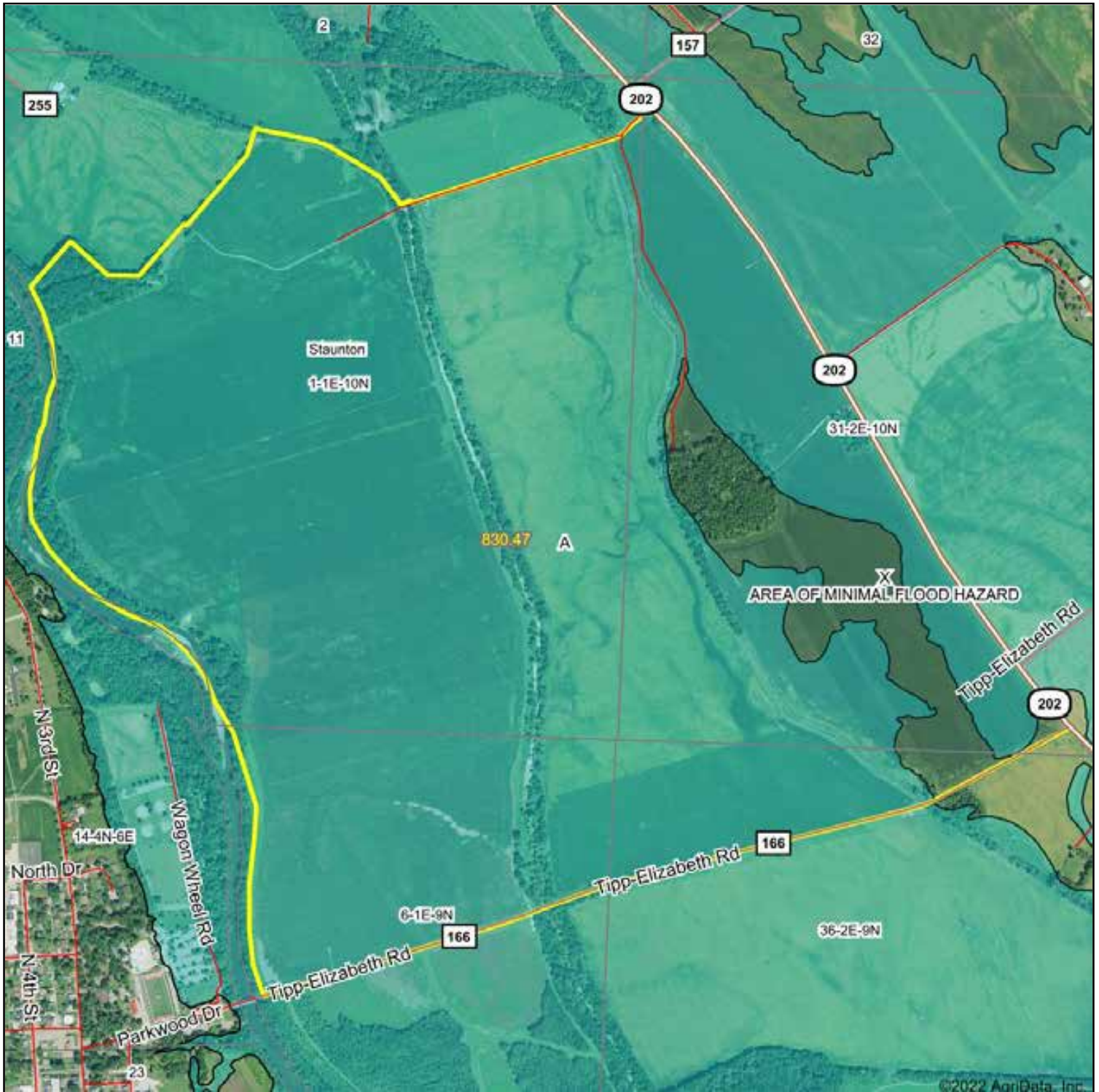
Maps Provided by



© Agri Data, Inc. 2021

www.AgrDataInc.com

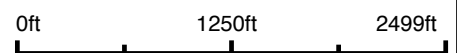
FLOOD ZONE MAP



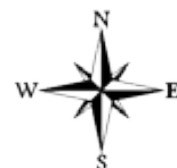
©2022 AgriData, Inc.



Map Center: 39° 58' 39.52, -84° 9' 27.47



1-1E-10N
Miami County
Ohio



4/22/2022



Flood related information provided by FEMA

FSA INFORMATION

FSA INFORMATION

OMID

MIAMI

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 0913

Prepared : 8/29/22 2:43 PM

Crop Year : 2022

Operator Name : BENCHROCK FARM INC
 Farms Associated with Operator : 39-109-0852, 39-109-6913
 CRP Contract Number(s) : None
 Recon ID : 39-109-2015-89
 Transferred From : None
 ARC/PLC G/W/F Eligibility : Eligible

Farm Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
804.89	743.58	743.58	0.00	0.00	0.00	0.00	0.00	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acres Elected	EWP	DCP Ag. Rel. Activity	Broken From Native Sod
0.00	0.00	743.58	0.00		0.00		0.00	0.00	0.00

Crop Election Choices

ARC Individual	ARC County	Price Loss Coverage
None	SOYBN	CORN

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	160.40	0.00	151	
Soybeans	258.70	0.00	44	
TOTAL	419.10	0.00		

NOTES

--

Tract Number : 10921

Description :
 FSA Physical Location : OHIO/MIAMI
 ANS Physical Location : OHIO/MIAMI
 BUA Unit Range Number :
 HEL Status : NHEL: No agricultural commodity planted on undetermined fields
 Wetland Status : Wetland determinations not complete
 WL Violations : None
 Owners : GRUSENMEYER LAND LLC
 Other Producers : None
 Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
794.22	735.74	735.74	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	735.74	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield

FSA INFORMATION



Miami County, Ohio



Common Land Unit Tract Boundary

- Non-Cropland
- Cropland

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: 735.74 acres

Miami County
 Farm Service Agency
 1330 N County Rd 25A
 Troy, OH 45373
 937-335-1918 (p)
 855-842-4901 (f)

2022 Program Year

Map Created April 18, 2022

Farm 6913
Tract 10921

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 of 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).



SCHEDULE OF INSURANCE

SCHEDULE OF INSURANCE

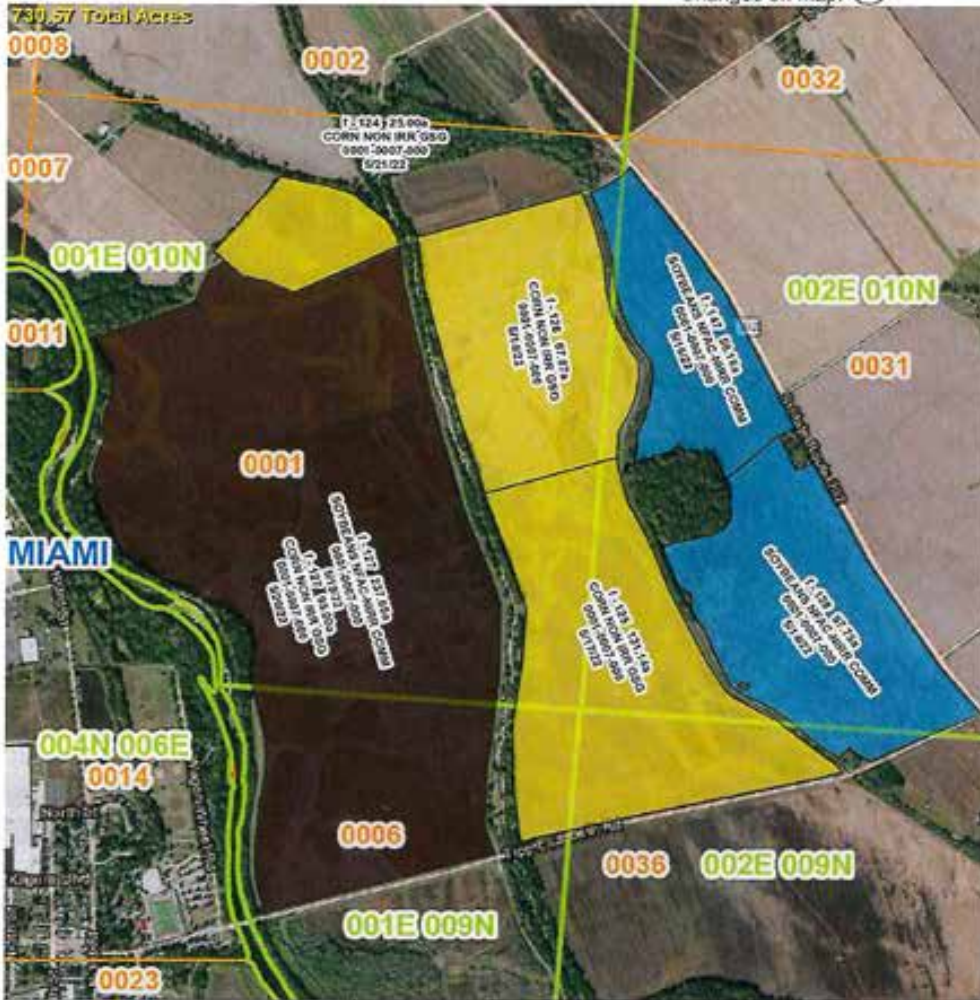
SCHEDULE OF INSURANCE
 Acreage Report & Production Report
 Multiple Peril Crop Insurance

Created By: TKRAJTH
 Created: 07/19/2022



Changes on map.

Policy #: OH-942-6008972-22
 BENCHROCK FARMS INC



0001
 State: 39-OH
 County: 109 - MIAMI
 Legal: 0001-001E010N
 Agency/Agent Information: 349008
 FARM CREDIT MID AMERICA OHIO 8

Available Units for map view:

Unit	Crop	Pract/Type	APH Yld
0001-0007 EU	CORN	NON IRR/GSG	177.0
Sub000			1.0000
		0913 TIPP CORN	
0001-0007 EU	SOYBEAN	NFAC-NIRRCOMM	52.0
Sub000			1.0000
		0913 TIPP NINOBACK	

Handwritten notes:
 342 TILLAGE
 357 TILLAGE
 229 TOTAL TILLAGE
 102 NO TILLAGE

Line#	Unit#	Crop Plan	Practice/Type/ T-Yield Map/Other	Acres Plant Date	Approved Yield	Acres Guarantee	Guarantee or Amt. of Cov.	Price	Int	Liability	Area Class	Gross Premium	Premium Subsidy	Insured Premium
7	0001-0007 Sub 000 EU	CORN RP	NON IRR/GSG	207.87 5/21/2022	177.0	141.6 \$835.44	28,434 \$173,662.91	\$5.90	1.0000	\$173,663 \$835/Acre		\$12,500	\$8,500	\$4,000
109		Opt(s): EUMCTAYAYCYE Yld Limit: 9 - Ya - 60% Yield Adjusted			164	Tenant/ Landlord	Other person(s) sharing in crop:							Acreage Type <input type="radio"/> 2nd Crop
Field Location Identification: f124 F6913-T10921-29 25.00A, f126 F6913-T10921-45 2022 Total Prod Yield & Desc. Prod Type 87.87A, f127 F6913-T10921-55 85.00A														
6	0001-0007 Sub 000 EU	CORN RP	NON IRR/GSG	131.14 5/17/2022	177.0	141.6 \$835.44	18,569 \$109,559.60	\$5.90	1.0000	\$109,560 \$835/Acre		\$7,866	\$5,362	\$2,524
109		Opt(s): EUMCTAYAYCYE Yld Limit: 9 - Ya - 60% Yield Adjusted			164	Tenant/ Landlord	Other person(s) sharing in crop:							Acreage Type <input type="radio"/> 2nd Crop
Field Location Identification: f125 F6913-T10921-32 131.14A 2022 Total Prod Yield & Desc. Prod Type														
0001-0007	CORN	NON IRR/GSG	Unit Summary	Total Unit Acres: 339.01	Total Unit Guarantee: \$283,222.51									
20	0001-0007 Sub 000 EU	SOYBEAN S RP	NFAC-NIRRCOMM	237.65 5/19/2022	52.0	41.6 \$596.13	9,886 \$141,669.82	\$14.33	1.0000	\$141,670 \$596/Acre		\$10,410	\$7,079	\$3,331
109		Opt(s): EUMCTAYAYC Yld Limit: 14 - Default Yield Limitation For			49	Tenant/ Landlord	Other person(s) sharing in crop:							Acreage Type <input type="radio"/> 2nd Crop
Field Location Identification: f127 F6913-T10921-55 237.65A 2022 Total Prod Yield & Desc. Prod Type														

SCHEDULE OF INSURANCE

SCHEDULE OF INSURANCE

Acres Report & Production Report
Multiple Peril Crop Insurance

Created By: TKRAUTH
Created: 07/19/2022



Line# Unit#	Crop Plan	Practice/Type/ T-Yield Map/Other	Acres Plant Date	Approved Yield	Acres Guarantee	Guarantee or Amt. of Cov.	Price	Int	Liability	Area Class	Gross Premium	Premium Subsidy	Insured Premium
19 0001-0007 Sub 000 EU	SOYBEAN S RP	NFAC-NIRR/COMM	153.91 5/16/2022	52.0	41.6	6,403	\$14.33	1.0000	\$91,750 \$596/Acre		\$6,742	\$4,585	\$2,157
109	Opt(s): EUMCTAYAYC Yld Limit: 14 - Default Yield Limitation For			49	Tenant/ Landlord		Other person(s) sharing in crop:			Acreage Type			
					Other:		Farm Name: TIPP NINOBACK, TIPP NINOBACK (5349 RECONNED)			<input type="radio"/> 2nd Crop			
	Field Location Identification: #128 F8913-T10921-24 97.75A, #147 F8913-T10921-48:2022 Total Prod Yield & Desc. Prod Type 56.16A												
0001-0007 SOYBEANS NFAC- Unit Summary Total Unit Acres: 391.56 Total Unit Guarantee: \$233,419.88													

Unit belongs to multiple views. Acres and Premium are for the total.



**PRELIMINARY
TITLE**

PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE
INSURANCE COMPANY

Commitment Number: _____

38220479

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 EXTRACONTRACTUAL 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, Chicago 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 one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Countersigned By _____

Authorized Officer or Agent

Attest:

Marjorie Nemzura, Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 38220479

Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT
Title Officer: Joe Neff Chicago Title Insurance Company 1 S. Main St., Suite 250 Dayton, OH 45402 Phone: 6148184837 Main Phone: (937) 223-8378 Email: Joe.Neff@CTT.com	Escrow Officer: Traci Walker Chicago Title Insurance Company 1 S. Main St., Suite 250 Dayton, OH 45402 Phone: 9372690463 Main Phone: (937)223-8378 Main Fax: 937-963-0843 Email: Traci.Walker@ctt.com

Order Number: 38220479

Property Address: Tipp Elizabeth Road, Tipp City, OH 45371

SCHEDULE A

1. Commitment Date: August 31, 2022 at 06:59 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006 - OH (12/01/2015)
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount: \$100,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Grusenmeyer Land, LLC, an Ohio limited liability company acquired by deed of record in Official Records Volume 737, Page 411, Recorder's Office, Miami County, Ohio.
5. The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B - Part I-Requirements, Schedule B - Part II-Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

This use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

EXHIBIT "A" Legal Description

For APN/Parcel ID(s): A01-000001, E09-005500, K30-014500 and K30-014530

Parcel I:

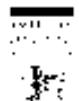
Situate in the State of Ohio, County of Miami, Township of Staunton and being a part of Section One (1), Town One (1), Range Ten (10) M.R.S. and also being in Township of Elizabeth and being a part of Section Thirty-One (31), Town Two (2), Range Ten (10), M.R.S., and also being in the Township of Bethel and being a part of Section Six (6), Town One (1), Range Nine (9), M.R.S. and also being a part of Section Thirty-Six (36), Town Two (2), Range Nine (9), M.R.S., more particularly described as follows:

Beginning at a stone in the centerline of Childrens Home-Grayson Road, which marks the Northeast corner of Section 1, Staunton Township, same being the Northwest corner of Section 31, Elizabeth Township, thence South 54° 56' West, with the centerline of Childrens Home-Grayson Road, 108.22 feet to an iron pin, at the intersection of the centerline of State Route #202; thence South 41° 31' 20" East, with the centerline of State Route #202, 217.95 feet to an iron pin at the intersection of the centerline of the abandoned portion of Childrens Home-Grayson Road, same being the place of beginning of the tract herein described, thence South 41° 18' 40" East, with the centerline of State Route #202, 344.26 feet to a railroad spike, marking the P.C. of a curve to the right, having a radius of 4200.0 feet; thence Southeast, with said curve to the right, on the centerline of State Route #202, a total arc distance of 408.87 feet to a railroad spike, marking the P.T. of said curve; thence South 35° 44' East, with the centerline of State Route #202, 481.46 feet to a railroad spike, marking the P.C. of a curve to the right, having a radius of 2500.0 feet, thence Southeast with said curve to the right on the centerline of State Route #202, a total arc distance of 345.91 feet to a railroad spike, marking the P.T. of said curve; thence South 27° 48' 20" East, with the centerline of State Route #202, 957.59 feet to a railroad spike; thence South 28° 00' 50" East, with the centerline of State Route #202, 1739.65 feet to a railroad spike, marking the P.C. of a curve to the left, having a radius of 3050.0 feet; thence Southeast, with said curve to the left, on the centerline of State Route #202, a total arc distance of 313.04 feet to a railroad spike at the P.T. of said curve, thence South 33° 53' 40" East, with the centerline of State Route #202, 668.7 feet to a railroad spike, marking the P.C. of a curve to the left, having a radius of 5200.0 feet; thence Southeast, with said curve to the left on the centerline of State Route #202, a total arc distance of 647.91 feet to a railroad spike at the P.T. of said curve; thence South 41° 02' East, with the centerline of State Route #202, 126.5 feet to a railroad spike, marking the intersection of the centerline of Tipp-Elizabeth Road to the West, thence South 63° 32' 50" West, with the centerline of Tipp-Elizabeth Road, 1213.42 feet to a railroad spike at the P.C. of a curve to the right, having a radius of 900.0 feet, thence Southwest, with said curve to the right, on the centerline of Tipp-Elizabeth Road, a total arc distance of 224.19 feet to a railroad spike, marking the P.T. of said curve; thence South 77° 49' 30" West, with the centerline of Tipp-Elizabeth Road, 2949.27 feet to a railroad spike; thence South 81° 14' 50" West, with the centerline of Tipp-Elizabeth Road and crossing Lost Creek, 182.30 feet to a railroad spike; thence North 86° 43' 10" West, with the centerline of Tipp-Elizabeth Road, 516.43 feet to a railroad spike, marking the P.C. of a curve to the left, having a radius of 172.0 feet; thence Southwest with said curve to the left, on the centerline of Tipp-Elizabeth Road a total arc distance of 258.19 feet to a railroad spike, marking the P.T. of said curve; thence South 7° 16' 30" West, with the centerline of Tipp-Elizabeth Road, 88.99 feet to a railroad spike, marking the P.C. of a curve to the right, having a radius of 137.0 feet; thence Southwest, with said curve to the right, on the centerline of Tipp-Elizabeth Road, a total arc distance of 161.60 feet to a railroad spike, marking the P.T. of said curve; thence South 74° 51' 30" West, with the centerline of Tipp-Elizabeth Road, 1443.86 feet to an iron pin on the East line of the Miami River as established by the Miami Conservancy District, said iron pin being under the Tipp-Elizabeth Road Bridge, which spans the Miami River; thence Northward, with the East line of the Miami River as established by the Miami Conservancy District by the following courses and distance (thence North 23° 37' West, 85.0 feet to an iron pin; thence North 16° 32' West, 204.0 feet to an iron pin; thence North 4° 12' West, 270 feet to an iron pin; thence North 1° 53' East, 376.0 feet to an iron pin; thence North 8° 25' East, 366. feet to an iron pin; thence North 5° 40' East, 267.0 feet to an iron pin; thence North 11° 52' West, 608.0 feet to an iron pin; thence North 28° 52' West, 288.0 feet to an iron pin; thence North 19° 37' West, 212.0 feet to an iron pin; thence North 33° 20' West, 235.0 feet to an iron pin; thence North 44° 31' 20" West, 303.7 feet to an iron pin; thence North

This page is only a part of a 2016 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, Schedule B, Part II-Exceptions, and a counter-signature by the Company or its issuing agent, that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form for any derivative thereof is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

EXHIBIT "A" Legal Description

68° 19' 20" West, 290.0 feet to an iron pin; thence North 58° 30' 20" West, 275.0 feet to an iron pin; thence North 49° 01' 20" West, 237.0 feet to an iron pin; thence North 40° 45' 20" West, 310.0 feet to an iron pin; thence North 28° 14' 20" West, 286.0 feet to an iron pin; thence North 1° 43' 20" West, 216.0 feet to an iron pin; thence North 10° 42' 40" East, 460.0 feet to an iron pin; thence North 24° 41' 40" East, 110.0 feet to an iron pin; thence North 9° 35' 40" East, 200.0 feet to an iron pin; thence North 21° 06' 40" East, 180.0 feet to an iron pin; thence North 4° 04' 20" West, 300.0 feet to an iron pin; thence North 15° 13' 20" West, 238 feet to an iron pin; thence North 24° 23' 20" West, 225.0 feet to an iron pin, thence leaving the East bank of the Miami River, North 42° 49' 40" East, 484.0 feet to an iron pin, thence South 46° 07' 20" East 404.0 feet to an iron pin; thence South 86° 50' 20" East, 252.0 feet to an iron pin; thence North 42° 16' 40" East, 554.2 feet to an iron pin in the centerline of the abandoned portion of the Childrens-Home Grayson Road; thence with the centerline of the abandoned portion of the Childrens Home Grayson Road by the following courses and distances; thence South 48° 09' 20" East, 30.0 feet to an iron pin; thence South 63° 02' 20" East, 839.9 feet to an iron pin; thence North 64° 43' 40" East 1007.25 feet to an iron pin; thence North 63° 05' 40" East, crossing Lost Creek, 173.53 feet to an iron pin; thence North 73° 55' 40" East, 1297.47 feet to an iron pin; thence North 75° 10' 40" East, 444.73 feet to an iron pin; thence North 48° 28' 40" East, 341.18 feet to the place of beginning.

The above described parcel contains a total of 801.795 acres of which 406.491 acres are in Section 3 of Staunton Township, 274.023 acres are in Section 31, Elizabeth Township, 116.280 acres are in Section 6, Bethel Township and 55.001 acres are in Section 36, Bethel Township.

Description prepared by Richard W. Klockner, Professional Surveyor, in accordance with a survey filed in the Miami County Engineer's Records of Land Surveys Volume 28, Page 155.

Parcel II:

Situated in the Township of Bethel, County of Miami and State of Ohio and being a part of Section 6, Town 1, Range 9, and a part of Section 36, Town 2, Range 9, more particularly described as follows:

Beginning at the northwest corner of the northwest quarter of Section 36; thence South 4° 26' 0" West along the west line of Section 36 a distance of 1,244.59 feet to a point on the centerline of the vacated Tipp-Elizabeth Road, marking the place of beginning on the tract herein described; thence North 77° 49' 30" East a distance of 529.96 feet to a railroad spike; thence South 12° 7' 3" East a distance of 0.52 feet to a railroad spike; thence South 77° 52' 57" West a distance of 147.05 feet to a railroad spike; thence with a curve to the left, with a radius of 6,009.27 feet, an interior angle of 6° 40' 0", a distance of 699.21 feet to a railroad spike; the long chord bears South 74° 32' 57" West, 698.82 feet; thence South 71° 12' 57" West a distance of 429.12 feet to a railroad spike; thence with a curve to the right having a radius of 3,734.27 feet, an interior angle of 3° 40' 52", a distance of 239.92 feet to a railroad spike; the long chord bears South 73° 3' 23" West, 239.88 feet; thence South 74° 53' 49" West, a distance of 457.10 feet to a point; thence with a curve to the left with a radius of 137.00 feet, an interior angle of 60° 24' 46", a distance of 144.45 feet to a point; the long chord bears North 37° 29' 17" East, 137.85 feet; thence North 7° 16' 54" East a distance of 88.9 feet to a point; thence with a curve to the right having a radius of 172.00 feet, an interior angle of 86° 0' 20", a distance of 258.19 feet to a point; the long chord bears North 50° 17' 4" East, 234.02 feet; thence South 86° 42' 46" East a distance of 516.24 feet to a point; thence North 81° 17' 0" East a distance of 182.36 feet to a point; thence North 77° 49' 30" East a distance of 414.25 feet to the place of beginning, containing 3.9823 acres, of which 3.9429 acres are in Section 6 and 0.0394 acres is in Section 36.

This description was prepared by Gregg S. Brookhart, Ohio Registered Surveyor Number 6348, in accordance with a survey filed in Volume 38, Page 194, of the Miami County Engineer's Records of Land Surveys.

Parcel III:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice, the Commitment, the Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, Schedule B, Part II-Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA® licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Restricted under license from the American Land Title Association.



PRELIMINARY TITLE

EXHIBIT "A" Legal Description

Situated in the State of Ohio, County of Miami, Township of Staunton and being a part of Fractional Section 1, Town 1, Range 10 M.R.S. more particularly described as follows. Beginning at the cornerstone at the Northeast Corner of said Section 1, thence South 54 degrees 56 minutes 00 seconds West, 108.22 feet along the centerline of Childrens Home Road to an iron pin in the centerline of State Route No. 207, thence South 41 degrees 31 minutes 20 seconds East, 217.95 feet along the centerline of State Route No. 202 to an iron pin, thence South 48 degrees 28 minutes 40 seconds West, 341.18 feet to an iron pin found, thence South 75 degrees 10 minutes 40 seconds West, 444.73 feet to an iron pin found, thence South 73 degrees 55 minutes 40 seconds West, 1297.42 feet to an iron pin found at the place of beginning of the tract herein described:

thence South 63 degrees 05 minutes 40 seconds West, 173.53 feet crossing the old Childrens Home Road bridge to an iron pin found,

thence South 64 degrees 43 minutes 40 seconds West, 1007.25 feet to a capped iron pin set;

thence North 63 degrees 05 minutes 20 seconds West, 839.90 feet to an iron pin found

thence North 42 degrees 16 minutes 25 seconds East, 743.39 feet to an iron pin found;

thence North 19 degrees 15 minutes 10 seconds East, 186.00 feet to a MCD Monument found;

thence North 15 degrees 16 minutes 35 seconds East, 40.00 feet to a point in the center of Spring Slough.

thence with the centerline of Spring Slough South 76 degrees 56 minutes 20 seconds East, 483.86 feet to a point, witness an iron pin found North 21 degrees 30 minutes 03 seconds East, 15.00 feet,

thence with the centerline of Spring Slough South 68 degrees 52 minutes 15 seconds East, 122.03 feet to a point, witness an iron pin found North 21 degrees 30 minutes 03 seconds East, 15.00 feet;

thence with the centerline of Spring Slough South 56 degrees 59 minutes 20 seconds East, 489.38 feet to the approximate centerline of Lost Creek;

thence South 35 degrees 08 minutes 55 seconds East, 277.23 feet with the approximate centerline of Lost Creek to a point;

thence North 63 degrees 05 minutes 40 seconds East, 82.78 feet to a capped iron pin set;

thence South 26 degrees 54 minutes 20 seconds East, 30.00 feet to the place of beginning containing 25.506 acres, more or less.

This description prepared from a field survey by Michael H. Tremm, Registered Surveyor No. 5621 a plat of which is filed in the Miami County Engineer's Record of Land Surveys Volume No. 47 Plat No. 108.

This page is only a part of a 2015 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, Schedule B, Part II-Exceptions, and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form for any purpose (thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 38220479

SCHEDULE B, PART I REQUIREMENTS

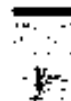
All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Any instrument of conveyance creating an insured interest must comply with local rules on descriptions and conveyances pursuant to Sections 315.251 and 319.203 of the Ohio Revised Code.
6. Approval of the legal description as contained in Schedule "A" herein by the Miami County Auditor's Office. A copy was submitted to the County on September 12, 2022.
7. Deed from Grusenmeyer Land, LLC, an Ohio limited liability company, by its duly authorized member(s), conveying the promises herein to a Purchaser to be determined.
8. Copy of Operating Agreement and all amendments thereto and resolution of Grusenmeyer Land, LLC, an Ohio limited liability company, authorizing the execution of the above deed.
9. Certificate of Good Standing from the Ohio Secretary of State for Grusenmeyer Land, LLC.
10. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. The Proposed Policy amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the Land being used as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
12. Due to office closures related to COVID-19, we may be temporarily unable to record/access documents in the normal course of business. As such, we will require our PERSONAL UNDERTAKING (GAP) to be signed by all parties.
13. ALTA survey satisfactory to the Company will be required if the survey exceptions are to be deleted from the final policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notices, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, Schedule B, Part II-Exceptions, and a countersignature by the Company or its duly authorized agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form for any derivative therewith is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 38220479

SCHEDULE B, PART I REQUIREMENTS (continued)

14. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
15. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company
16. Further exceptions and/or requirements may be made upon review of the proposed documents creating the interest or estate to be insured and/or further ascertaining details of the transaction.
17. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with those activities.
18. Payment of taxes, charges and assessments levied and assessed against subject premises, which are due and payable.
19. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractors, subcontractors, labor and materialmen are all paid.

END OF SCHEDULE B, PART I

This page is only a part of a 2016 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions: Schedule A, Schedule B, Part I-Requirements, Schedule B, Part II-Exceptions, and is counter-signed by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 38220479

SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. No liability is assumed for tax increases occasioned by retroactive revaluation arising out of the change in land usage, on account of errors or omissions and changes in the valuation of the property by legally constituted authorities.
8. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy, pursuant to Ohio Revised Code Section 1509.31(D).
9. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
10. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) related to handicap, but does not discriminate against handicapped people.
11. Rights of public to use those portions of subject premises lying within the confines of public roads and highways.
12. Representations of the acreage or area in the property descriptions in Schedule A, or on the survey, if any.
13. Rights of upper and lower and abutting riparian owners and the public generally in and to the waters of the Great Miami River, Lost Creek and Honey Creek to the uninterrupted natural flow thereof, free of pollution from insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A- Schedule B, Part I-Requirements, Schedule B, Part II-Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any portion or thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 38220479

SCHEDULE B, PART II EXCEPTIONS (continued)

premises, and subject to the possibility of avulsion, and to the possibilities of accretion, erosion, reliction and submergence which might change boundaries established by said Great Miami River, Lost Creek and Honey Creek.

14. Easements, if any, for public utilities or facilities installed in any portion of the vacated street/alley, herein described prior to the vacation thereof, together with the right of ingress and egress to repair, maintain, replace and remove same.
15. Obligations, rights, and restrictions contained in Agreement by and between Bernard F. Timmer and Louisa Timmer, Edward H. Timmer and Florence Timmer, Albert W. Timmer and Lota H. Timmer, Callie Timmer, Matilda Meyer, Augusta Peters and Charles Peters, Ella Davis and Elisha G. Davis, Minnie Musselman and Samuel E. Musselman, Timothy S. Conway, Albert J. Conway and Georgianna L. Conway, Mary Conway Fuller and Horace Fuller and Bernard F. Timmer as Trustee and The Miami Conservancy District, of record in Deed Book 174, Page 137, Recorder's Office, Miami County, Ohio.
16. Rights and restrictions contained in deed to Frances Otley Wood, of record in Deed Book 238, Page 343 and also contained in Notice filed by The Miami Conservancy District of record in Deed Book 410, Page 522, and Affidavits executed by The Miami Conservancy District of record in Deed Book 521, Page 165 and Deed Book 521, Page 158, all of the Recorder's Office, Miami County, Ohio.

As affected by Release, of record in Deed Book 9, Page 44, Recorder's Office, Miami County, Ohio.
17. Rights and restrictions contained in deed to Trojan Farms, Inc., of record in Deed Book 244, Page 436 and also contained in Notice filed by The Miami Conservancy District of record in Deed Book 439, Page 489, and Affidavits executed by The Miami Conservancy District of record in Deed Book 621, Page 168 and Deed Book 621, Page 174, all of the Recorder's Office, Miami County, Ohio.
18. Right-of-Way Grant and easement to The Dayton Power and Light Company, of record in Misc. Book 7, Page 299, Recorder's Office, Miami County, Ohio.
19. Easement to The Dayton Power and Light Company, of record in Deed Book 346, Page 341, Recorder's Office, Miami County, Ohio.
20. Easement to Miami Valley Development Company, of record in Deed Book 446, Page 442, Recorder's Office, Miami County, Ohio.
21. Grant of Pipe Line Easement to Inland Corporation, of record in Deed Book 471, Page 104, Recorder's Office, Miami County, Ohio.
22. Easement for Highway Purposes to Miami County Commissioners, of record in Deed Book 597, Page 545, Recorder's Office, Miami County, Ohio.
23. Easements, rights, obligations, and covenants contained in Cross Easement Agreement between Leo A. Grusenmeyer, Trustee of the Leo A. Grusenmeyer Trust, UTA dated February 3, 1998 and Mary C. Grusenmeyer, Trustee of the Mary C. Grusenmeyer Trust, UTA dated February 3, 1998 and Beverly A. Fulton, Trustee of the

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, Schedule B, Part II-Exceptions, and a counter signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 38220479

SCHEDULE B, PART II EXCEPTIONS (continued)

- Beverly A. Fulton Trust UTA dated July 14, 1997, of record in Official Records Volume 735, Page 389, Recorder's Office, Miami County, Ohio
24. Deed of Easement to the State of Ohio, of record in Official Records Volume 757, Page 258, Recorder's Office, Miami County, Ohio.
25. Easements, restrictions, and privileges contained in Deed of Conservation Easement to The Miami Conservancy District, of record in Official Records Volume 758, Page 789, Recorder's Office, Miami County, Ohio
26. Easement to The Miami Conservancy District, of record in Official Records Volume 767, Page 482, Recorder's Office, Miami County, Ohio.
27. Mortgage from Grusenmeyer Land, LLC, an Ohio limited liability company, in the original amount of \$506,705.00, dated December 8, 2014, to Farm Credit Mid-America, FLCA, of record in Instrument No. 2014QR-13902, Recorder's Office, Miami County, Ohio.
28. **Tax Parcel Desc.:** 10-1-1 S-P1 NW & NE, SE QTR & E 1/2 SW 31.953 Ac. in Conservation Easement

Taxes, listed in the name(s) of Grusenmeyer Land LLC, (Parcel ID K30-014500) for the first half of the year 2021 in the net amount of \$4,520.97 are PAID; taxes for the second half of the year 2021 in the net amount of \$4,520.97 are PAID.

Tax valuation: Land Only: \$901,890

The above tax listing as to caption premises is currently valued at a reduced rate under Section 5713.31 Revised Code. Said "Current Agricultural Use Value" will revert to the regular rate if not maintained under said section and is subject to the right of the County as to tax recoupment pursuant to ORC 5713.34 regarding conversion of subject premises to a use other than agricultural.

29. **Tax Parcel Desc.:** 10-2-31 SW Cors of NW, SW & SE 10.531 Ac. in Conservation Easement

Taxes, listed in the name(s) of Grusenmeyer Land LLC, (Parcel ID E09-005500) for the first half of the year 2021 in the net amount of \$1,651.43, plus \$17.62 Wauger DT MT assessment, total \$1,669.05 are PAID; taxes for the second half of the year 2021 in the net amount of \$1,651.43 are PAID.

Tax valuation: Land Only: \$439,670

The above tax listing as to caption premises is currently valued at a reduced rate under Section 5713.31 Revised Code. Said "Current Agricultural Use Value" will revert to the regular rate if not maintained under said section and is subject to the right of the County as to tax recoupment pursuant to ORC 5713.34 regarding conversion of subject premises to a use other than agricultural.

There will be a Wauger DT MT Assessment with the future installments of taxes, the exact amount(s) of which is not known at this time.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, Schedule B, Part II-Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 38220479

SCHEDULE B, PART II EXCEPTIONS (continued)

30. Tax Parcel Desc.: 9-1-6 N PT Frac Sec & 9-2-36 N PT NW & PT NE 14.128 Ac Conservation Easement

Taxes, listed in the name(s) of Grusenmeyer Land LLC, (Parcel ID A01-000001) for the first half of the year 2021 in the net amount of \$2,249.79 are PAID; taxes for the second half of the year 2021 in the net amount of \$2,249.79 are PAID

Tax valuation: Land Only \$361,970

The above tax listing as to caption premises is currently valued at a reduced rate under Section 5713.31 Revised Code. Said "Current Agricultural Use Value" will revert to the regular rate if not maintained under said section and is subject to the right of the County as to tax recoupment pursuant to ORC 5713.34 regarding conversion of subject premises to a use other than agricultural.

31. Tax Parcel Desc.: 10-1-1 E CEN PT NW & W CEN PT NE

Taxes, listed in the name(s) of Grusenmeyer Land LLC, (Parcel ID K30-014530) for the first half of the year 2021 in the net amount of \$280.74 are PAID; taxes for the second half of the year 2021 in the net amount of \$280.74 are PAID

Tax valuation: Land Only: \$56,000

The above tax listing as to caption premises is currently valued at a reduced rate under Section 5713.31 Revised Code. Said "Current Agricultural Use Value" will revert to the regular rate if not maintained under said section and is subject to the right of the County as to tax recoupment pursuant to ORC 5713.34 regarding conversion of subject premises to a use other than agricultural.

32. Taxes and assessments for the year 2022 and thereafter are a lien but are not yet due and payable.

Taxes or special assessments which are not shown as existing liens by the public records.

Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in the valuation.

END OF SCHEDULE B, PART II

This page is only a part of a 2016 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent (all may be in electronic form).

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 38220479

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Knows": 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 state 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.

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 assumed 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.

This page is not a part of a 2016 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, Schedule B, Part II-Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 38220479

(continued)

- (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 Two Million And No/100 Dollars (\$2,000,000.00) 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.cti.org/arbitration>.

END OF CONDITIONS

The page is only a part of a 2016 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, Schedule B, Part II-Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

PRELIMINARY TITLE

Links to Other Sites FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions.
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents. We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/california/privacy.aspx>) or call (888) 413-1748.

PRELIMINARY TITLE

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888)714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice: Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville Florida 32204
Attn: Chief Privacy Officer



**WELL AND
IRRIGATION
INFORMATION**

WELL & IRRIGATION INFO

GRUSENMEYER LAND LLC

Well & Irrigation Map

As provided by the Owner



WELL & IRRIGATION INFO

WELL AGREEMENT

THIS WELL AGREEMENT ("Agreement") is entered into on this 12th day of February, 2003, by and between BEVERLY A. FULTON, TRUSTEE (hereinafter "Fulton"), and LEO A. GRUSENMEYER, TRUSTEE, and MARY C. GRUSENMEYER, TRUSTEE (collectively "Grusenmeyer") under the following circumstances -

WHEREAS

- A. The Fulton Trust owns the farm real property located at the southwest corner of State Route 202 and old abandoned Children's Home Road (the "Fulton Land"),
- B. At a point approximately 75' northwestwardly from that southwest corner of the Fulton Land is located a high capacity water well with a large pump (herein the "well and pump"), which is currently used to irrigate the Fulton Land and a portion of the 805 acres which abuts the south line of the Fulton Land.
- C. The Grusenmeyers' Trusts have acquired the ownership of the 805 acres south of the Fulton Land (the "Grusenmeyer Land"), and desire and need to share in the use of the water from the well on the Fulton Land for an indeterminate period of years to irrigate a portion of such trusts' 805 acres and for other purposes.
- D. As a part of the consideration for the sale of 25.596 acres of other land, Fulton is selling to Grusenmeyer, Fulton has agreed to enter into this Agreement.

NOW, THEREFORE -

In consideration of each of the foregoing recitals and the mutual promises and agreements set forth below, the parties agree as follows -

1. Non-exclusive Use. For farm irrigation and related uses, the parties agree to share the water from the well and pump for the benefit of land owned by each of them. In addition, Fulton also reserves the right to permit the water from this well to be used from time to time by others who own or farm the land east of State Route 202; provided that, to the extent Fulton permits

WELL & IRRIGATION INFO

others to use water from the well, such use by others will be deemed to be used by Fulton for purposes of the sharing of all costs and expense related to the operation of the well and pump.

2. Access to Well and Pump. To achieve the purposes of this Agreement, Fulton grants to Grusenmeyer, its employees, agents, representatives, tenants, and independent contractors the right at all times during the continuance of this Agreement to have the right of ingress and egress over and on the Fulton land to assist Fulton in the operation, servicing, maintenance, repair and replacement of the well and pump.

3. Operation and Maintenance. With respect to the operation, servicing, maintenance, repair and replacement of the well and pump during the continuance of this Agreement and the sharing of expenses and costs related thereto, the parties agree that -

(a) The cost of the electricity, or any other fuel needed to operate the pump, will be shared by the parties based on the relative usage by each. Unless the parties later agree to a different method of determining the respective usage by each, the parties will add a meter to the pump and keep records as to the amount of time each pumps water from the well. The electricity or other fuel costs will continue to be billed to one of the parties and/or their tenants and the other party will promptly reimburse the person paying the utility bill for the portion of each monthly bill based on each party's percentage usage of the well.

(b) Except as provided in paragraph 4 below, the parties shall equally share all other non-utility costs and expenses to operate and service the well and to maintain, repair and replace the well and pump. The person who pays each of such costs and expenses shall be promptly reimbursed by the other party for fifty percent (50%) of each such other non-utility cost and expense.

4. Election Out. The parties recognize that during the continuance of this Agreement a large expenditure could be required to service, maintain, repair or replace the well or the pump. Accordingly, either party may at any time prior to the incurrence of the cost of any such large expenditure, by written notice to the other, elect to discontinue the usage of water from the well. If so elected, that party's future rights to use water from the well and that party's obligations to operate, service, maintain, repair or replace the well and pump will then end. In the event either party elects to thus opt-out of this Agreement, the future rights and obligations of each under this Agreement shall be as follows:

(a) If Fulton shall at any time elect out of this Agreement, Grusenmeyer may at that time elect to either terminate or continue this Agreement. If Grusenmeyer elects to continue this Agreement, Grusenmeyer shall have the exclusive right to use the well and the sole obligation to bear all costs and expenses with

WELL & IRRIGATION INFO

respect to the well and pump, subject only to the termination provisions set forth in paragraph 4 below.

(b) If Grusenmeyer shall at any time elect out of this Agreement, this Agreement shall terminate and all of Grusenmeyer's future rights and obligations under this Agreement shall cease.

5. Termination of Agreement. In any event, all of the future rights and obligations of each party under this Agreement shall terminate on the first of the following events or date to occur:

(a) Upon Grusenmeyer giving written notice at any time to Fulton that it no longer desires to continue this Agreement or, gives notice under paragraph 4 above, that it no longer desires to bear a share of the future costs and expenses related to the use of the well and pump, or

(b) At the end of the calendar year when neither Grusenmeyer Land, LLC, or its tenants, has used any water from the well for a period of three (3) consecutive calendar years

6. Notices. Any notices permitted or required under this Agreement shall be in writing and either personally delivered or sent by certified mail to the other, as follows:

To: Beverly A. Fulton, Trustee
2545 South State Route 202
Troy, Ohio 45373

To: Leo A. Grusenmeyer, Trustee
and
Mary C. Grusenmeyer, Trustee
98309 South State Route 201
Dayton, Ohio 45424

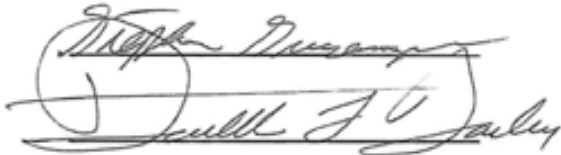
7. Assignments; Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors, assigns and each future owner of the Fulton land and the 805 acres of Grusenmeyer Land, and the respective farm tenants of each who at any time farm any of the land now owned by either party during the continuance of this Agreement.

WELL & IRRIGATION INFO

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above stated.

Signed and acknowledged
in the presence of:

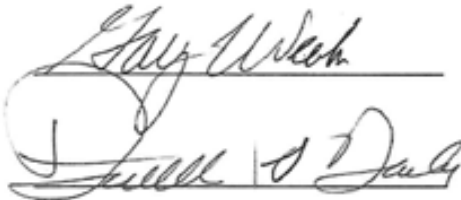
Beverly A. Fulton Trust



By: Beverly A. Fulton
Beverly A. Fulton, Trustee

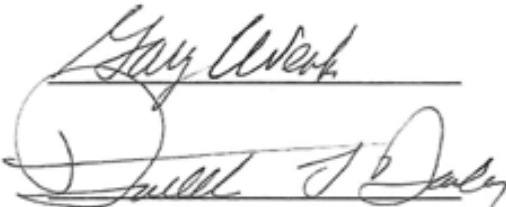
Signed and acknowledged
in the presence of:

Leo A. Grusenmeyer Trust



By: Leo A. Grusenmeyer
Leo A. Grusenmeyer,
Trustee


Mary C. Grusenmeyer Trust



By: Mary C. Grusenmeyer
Mary C. Grusenmeyer,
Trustee

STATE OF OHIO)
) SS:
COUNTY OF MIAMI)

The foregoing instrument was acknowledged before me this 12th day of February, 2003, by Beverly A. Fulton, as the Trustee of the Beverly A. Fulton Trust.



Notary Public
GARY L. WEAKS, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

WELL & IRRIGATION INFO

STATE OF OHIO)
) SS:
COUNTY OF MIAMI)

The foregoing instrument was acknowledged before me this 12th day of February, 2003, by Leo A. GRUSENMEYER and Mary C. Grusenmeyer, each as the Trustee, respectively, of the Leo A. Grusenmeyer Trust and the Mary C. Grusenmeyer Trust.

Gary Weaks



Gary Public
GARY L. WEAKS, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

This Instrument Prepared By: Kenneth L. Bailey
Attorney at Law
226 Talbott Tower
Dayton, Ohio 45402



**MIAMI CONSERVANCY
DISTRICT
EASEMENTS**

MIAMI CONSERVANCY DISTRICT EASEMENTS

From: **Amanda Phillips** <aphillips@mcdwater.org>

Date: Mon, Sep 19, 2022 at 3:46 PM

Subject: RE: MCD Parcel 4669

To: Andy Walther <andy@schraderauction.com>

CC: Roxanne Farrier <rfarrier@mcdwater.org>, Rhonda Snyder <rsnyder@mcdwater.org>

Hi Andy,

Both easements run with the land so each will apply to the new owners.

Also, please note the flood easement applies to the full extent of these properties. While a new well might be outside the conservation easement, it will be within the flood easement and subject to those restrictions. We do allow wells within our flood easements, but we cannot speak for other state and local entities with jurisdiction over these properties or wells.

Please see the following attachments, 1) a letter outlining our flood easement restrictions and map of the flood easement and conservation easement, 2) 3326 for the flood easement, and 3) 4699 for the conservation easement.

Thank you,

Amanda Phillips

MCD Assistant Property Administrator

Phone: 937-223-1278 x3203

On Mon, Sep 19, 2022 at 2:43 PM Amanda Phillips <aphillips@mcdwater.org> wrote:

Good afternoon Andy,

Thank you for reaching out to us today by phone and email.

There are two easements with MCD on this property; a flood easement and a conservation easement.

The flood easement is a permanent easement to perform an essential function of our flood protection system and protect lives and property. This includes the right to back water on to the property, restrict development and habitation, and monitor material movement below particular elevations as they relate to the Taylorsville Dam. Certain uses and development are allowed with written MCD authorization.

The conservation easement is a voluntary, permanent easement to protect the natural value of the property and limits uses and development.

MCD performs a biannual inspection of the conservation easement and a more frequent inspection of the flood easement to ensure the deed restrictions are being upheld. We will notify the property owner(s) prior to entering the property for either inspection.

Please let us know if you have any additional questions.

Thank you,

Amanda Phillips

MCD Assistant Property Administrator

Phone: 937-223-1278 x3203

MIAMI CONSERVANCY DISTRICT EASEMENTS



39 E. Monument Ave.
Dayton, OH 45402
(937) 229-1271

BOARD OF DIRECTORS

William E. Lukens
Mark S. Fenschel
Bath G. Whelley

GENERAL MANAGER

MaryAnn Lebo

September 19, 2022

Mr. Andrew M. Walther
Schrader Real Estate & Auction Company
300 N. Morton Ave.
Centerville, IN 47330
Via email: andy@schraderauction.com

Re. Taylorsville Retarding Basin, Range 9/10, Town 1/2/1, Section 6/31/1, Bethel, Elizabeth, & Concord Townships; Miami County, Ohio, County Parcel No. A01-000001, E09-005500, & K30-014500, MCD Parcel No. 3326; 175.224, 224.023, & 406.491 Acres

Dear Mr. Walther:

The Miami Conservancy District (MCD) records indicate the above-referenced property is located within the Taylorsville Retarding Basin. The property is subject to all terms and conditions of a Flooding Easement (MCD Parcel No. 3326) granted to the Miami Conservancy District on June 22, 1943 as recorded in Miami County Deed Book 244, Page 436.

All construction within the Taylorsville Retarding Basin must be in compliance with the deed and/or Book 500, Retarding Basins, Section 501 and 502 of the MCD Land Use Policy including, but not limited to, the following requirements:

1. Prior to the modification and/or construction of any habitable structure, either commercial or residential, the **NATURAL** ground elevation at the existing and/or proposed building site **MUST** be at or above the minimum building elevation of 813.0
2. **NO** openings (doors, windows, vents, etc.) below the minimum building elevation of 813.0 will be permitted within any new and/or modified habitable structure.
3. **NO** fill material is to be placed anywhere on the property below the spillway elevation of 818.0 without prior written approval from the Miami Conservancy District. All material excavated during construction must be removed to an elevation above 818.0 or removed from the Taylorsville Retarding Basin.
4. The property owner must acquire written approval from the Miami Conservancy District prior to the construction of any structure below the minimum building elevation of 813.0. Furthermore, upon completion, all newly constructed and/or remodeled structures must be approved by MCD prior to use and/or occupancy.

MIAMI CONSERVANCY DISTRICT EASEMENTS

Mr. Watre
September 19, 2022
Page 2

Enclosed is a map which shows the spillway and the building elevation (5-feet below spillway) of the Taylorsville Dam for the above-referenced property.

It appears that all of the property is located below the spillway and building elevation of the dam and would be subject to MCD building restrictions. Prior to constructing a non-habitable structure, a permit from MCD will be required.

If you have any further questions or need additional information please contact me, at (937) 223-1278, Ext. 3230 or by email at rfarrier@mcdwater.org.

Sincerely,



Roxanne H. Farner
Property Administrator

Enclosure

cc: Tim Borders, MCD Caretaker

7/15/2020

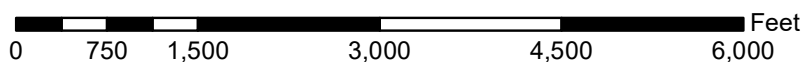
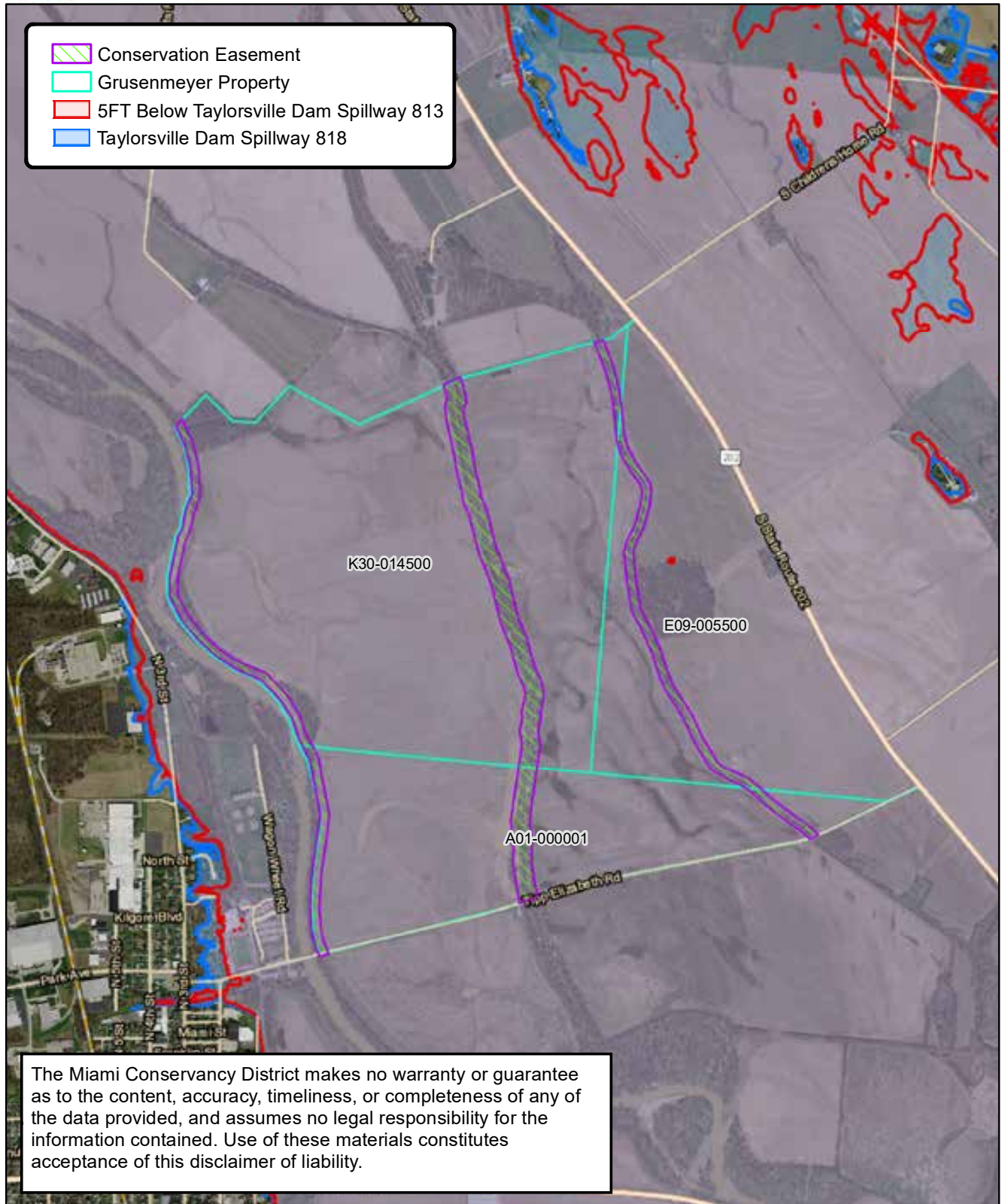
MIAMI CONSERVANCY DISTRICT EASEMENTS



A01-000001, E09-005500, & K30-014500

Taylorville Retarding Basin

Grusenmeyer Land LLC



Scale 1:18,000
September 2022

MIAMI CONSERVANCY DISTRICT EASEMENTS

436

244

#10957

THE MIAMI CONSERVANCY DISTRICT

TO

TROJAN FARMS, INC.

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That THE MIAMI CONSERVANCY DISTRICT, a body corporate and political subdivision of the State of Ohio, in consideration of One Hundred Twenty-three Thousand, One Hundred Three and 25/100 (\$123,103.25) Dollars, to be paid by TROJAN FARMS, INC., as this Deed recites, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to the said Trojan Farms, Inc., its heirs, assigns and assigns forever, the following described real estate:

situate in the townships of Stanton, Detroit, and Elizabeth, County of Miami and State of Ohio, in Sections 25, 26, and 28, R. 11, T. 2, N. 18.0., and Section 1, R. 10, T. 1, N. 18.0., and Section 6, R. 9, T. 1, N. 18.0., and Section 16, R. 9, T. 2, N. 18.0., and described as follows:

Beginning at a point at the southeast corner of said Section 28, said above being in a public road known as Grayson Station Road; thence South 84°56' West, 101.27 feet along said road to an iron pin in the centerline of the road known as Old Troy Pike (Route 282); thence South 41°10' East, 217.55 feet along said Old Troy Pike to an iron pin; thence South 48°19' East, 341.18 feet along a road to an iron pin; thence South 71°10' East, 444.77 feet along said road to an iron pin; thence South 73°11' East, 187.42 feet along said road to an iron pin; thence South 63°01' East, 148.23 feet along said road and crossing Lost Creek to an iron pin; thence South 20°59' East, 300.00 feet along the west bank of Lost Creek to an iron pin; thence South 37°51' East, 194.00 feet along said creek back to an iron pin; thence South 41°35' East, 261.00 feet along said creek back to an iron pin; thence South 30°40' West, 410.00 feet along said creek back to an iron pin; thence North 81°00' West, 330.00 feet along said creek back to an iron pin; thence South 4°30' East, 184.00 feet along said creek back to an iron pin; thence South 3°10' East, 219.00 feet along said creek back to an iron pin; thence South 5°10' East, 211.00 feet along said creek back to an iron pin; thence South 13°10' East, 436.00 feet along said creek back to an iron pin; thence South 26°40' East, 265.00 feet along said creek back to an iron pin; thence South 0°50' East, 192.52 feet along said creek back to an iron pin on a levee; thence South 67°04' East, 253.02 feet to an iron pin on the east or left bank of Miami River; thence along the east or left bank of said river as follows: South 23°24' East, 225.00 feet to an iron pin; South 15°19' East, 202.00 feet to an iron pin; South 48°04' East, 213.02 feet to an iron pin; South 11°14' East, 207.00 feet to an iron pin; South 9°18' West, 202.00 feet to an iron pin; thence South 0°21' East, 266.00 feet to an iron pin; South 1°13' West, 271.00 feet to an iron pin; South 4°10' East, 210.00 feet to an iron pin; South 10°32' East, 214.00 feet to an iron pin; South 21°37' East, 304.00 feet, crossing a road, to an iron pin; South 36°10' East, 410.00 feet to an iron pin; South 41°29' East, 222.00 feet to an iron pin; South 46°10' East, 218.00 feet to an iron pin; South 48°29' East, 241.00 feet to an iron pin; South 54°50' East, 241.00 feet to an iron pin; South 57°59' East, 240.00 feet to an iron pin; South 60°54' East, 270.00 feet to an iron pin; North 22°04' East, 120.00 feet to an iron pin; North 60°01' East, 348.00 feet to an iron pin; North 52°31' East, 222.00 feet, crossing the north of Lost Creek, to an iron pin; North 40°14' East, 240.00 feet to an iron pin; South 11°00' East, 385.00 feet to an iron pin; South 62°30' East, 222.00 feet to an iron pin; South 37°40' East, 107.52 feet to an iron pin in the river channel and on the west line of the Denlinger 60.50-acre tract; thence North 37°01' East, 112.16 feet along said old channel; thence North 13°15' East, 224.22 feet along said old channel; thence North 5°41' East, 222.10 feet along said old channel; thence North 41°01' East, 251.27 feet along said old channel to an iron pin at the northwest corner of said Denlinger 60.50-acre tract; thence South 45°15' East, 1444.21 feet along the north line of said Denlinger 60.50-acre tract to a stone at the northwest corner of said tract; thence South 80°01' East, 1041.47 feet along the north line of a tract conveyed by The Miami Conservancy District to George W. Christopher by deed recorded in Book 243, page 109, Miami County

Example of a Deed

MIAMI CONSERVANCY DISTRICT EASEMENTS

does mean as to a stake at the northeast corner of the former Henry Doss 10 1/2-acre tract
thence north 87-00' East, 1194.07 feet to a stake; thence north 55-12' East, 244.00 feet to a
stake; thence north 117-01' East, 165.70 feet to a stake; thence north 71-08' East, 157.57
feet to a stake; thence north 57-17' East, 421.07 feet to an iron pin in the old location of the
old Gray Baker thence north 41-10' East, 15,200 feet along said old location of said Baker thence
north 27-27' East, 1147.77 feet to a stake at the northeast corner of said section 36; thence
north 42-07' East, 24,047 feet along the east side of said section 36 to a stake; thence north
-55-12' East, 400.07 feet to a concrete monument; thence north 37-03' East, 711.00 feet to a
concrete monument; thence north 107-07' East, 267.10 feet to an iron pin; thence north 57-03' East,
110,407 feet to a concrete monument; thence north 54-59' West, 24,177 feet to an iron pin; thence
north 28-31' West, 104,440 feet to an iron pin in a utility road; thence south 27-15' West,
101,334 feet along said road to an iron pin; thence north 47-08' East, 15,610 feet along a line
to a concrete monument; thence south 87-00' East, 24,000 feet to an iron pin; thence north
31-41' East, 145.77 feet to an iron pin in the centerline of the Grayson Station Road; thence
north 47-08' East, 216,000 feet along said road to the place of beginning; containing 140,000
acres, more or less, excluding five (5) above a reservoir; 20% of said acres located in the former
Henry Doss 10 1/2-acre tract in section 36, and the right of ingress and egress thereto. The
tract herein conveyed contains 140,000 acres, more or less.

The above described tract contains all of the tracts conveyed to the Miami Conservancy District
by the following: John W. and Mary Ann by deed recorded in Deed Book 104, page 211; Elmer
Graham by deed recorded in Deed Book 104, page 212; John Walker by deed recorded in Deed Book 104, page 213; George
A. Fay by deed recorded in Deed Book 104, page 214; Daniel H. Smith by deed recorded in Deed
Book 104, page 215; William K. and Mary Wilkins by deed recorded in Deed Book 104, page 216;
Henry L. Hollister and Jennie M. Fay by deed recorded in Deed Book 104, page 217; Anna S. Crawford
by deed recorded in Deed Book 104, page 218 and Deed Book 104, page 219; W. E. and Marie Cook
by deed recorded in Deed Book 104, page 220 and Deed Book 104, page 221; Charles and Jennie
McGhee by deed recorded in Deed Book 104, page 222; and Robert H. Smith by deed recorded in
Deed Book 104, page 223. All the parts of the tracts conveyed to the Miami Conservancy District by
the following: Thomas L. Tipton, et al., by deed recorded in Deed Book 104, page 224; Margaret
L. Hayward and Alexander H. Hayward, executors, by deed recorded in Deed Book 104, page 225
and Deed Book 104, page 226; Milton H. and Jennie Ferrisburgh by deed recorded in Deed Book 104,
page 227; William F. Lee Branch, et al., by deed recorded in Deed Book 104, page 228; and Albert
Jackson by deed recorded in Deed Book 104, page 229.

The above described tract contains all of the tracts conveyed to the Miami Conservancy District by
the following:

This easement is made and accepted subject to the following covenants, restrictions, condi-
tions and limitations, all of which shall be deemed a part of this deed, to-wit:
1. To the Miami Conservancy District, for itself, its successors and assigns forever
hereinafter.

1. The right of existing highways, tollways, pipe lines, pipe lines, roads or any easements, if
any, and especially an easement to the State of Ohio as provided in Miami County Code Book 104,
page 137.
2. The right to back the waters of the Miami River up and over the present barrier-free dam
erect, to the opening and maintenance of a restricting barrier dam called the Taylorville Dam,
as provided in the Official Plan of said The Miami Conservancy District, with a spillway of the
dam's project in said Official Plan, being at an elevation of 128 feet above sea level.
3. The right to remove without liability all existing buildings below an elevation of 20 feet
above sea level.

MIAMI CONSERVANCY DISTRICT EASEMENTS

438

200

4. The right is given, by its officers, agents and employees at any and all times, upon the premises hereinafter described, to remove or destroy drift, its poles the same and for any and all lawful purposes authorized by the Board of Directors of said The Miami Conservancy District, said Trojan Farms, Inc., for itself, its successors and assigns, hereby covenants and agrees:

1. That no structures shall be erected below an elevation of 117 feet above sea level except by written permission of the Board of Directors of said The Miami Conservancy District, dated 1941.

2. That all structures erected or maintained on the aforesaid described tract shall be erected and maintained at the risk of the owner.

As part consideration for this conveyance, the said Trojan Farms, Inc., for itself, its successors and assigns, forever, hereby waives any and all claim or claims for damages which may in any way arise by reason of the retaining of said waters by the creation and maintenance of said dam or by reason of the exercise by said The Miami Conservancy District of any of the Rights herein reserved.

And all the Title, Title and Interest of the said The Miami Conservancy District, its successors and assigns forever, subject of course, to the reservations, restrictions, conditions and limitations hereinabove set forth, either in Law or Equity, of, to and to the said premises, together with all the privileges and appurtenances to the same belonging, and all the rents, issues and profits thereof.

TO HAVE AND TO HOLD the same to the only proper use of the said Trojan Farms, Inc., its successors and assigns forever.

And the said The Miami Conservancy District, for itself and its successors and assigns, does hereby covenant with the said Trojan Farms, Inc., its successors and assigns, that it is the true and lawful owner of said premises and has full power to convey the same; that the title is conveyed in Good, Free and Unincumbered except as to the reservations, restrictions and limitations hereinabove set forth; and further, that it does warrant and will defend the same against all claims or claims of all persons whatsoever, except as follows:

1. As to the reservations, restrictions, conditions and limitations hereinabove set forth.
2. As to all taxes and assessments due and payable herein provided in June 1941 and thereafter, which the grantee herein assumed and agrees to pay as part consideration herefor.
3. As to any pipe line and pole line rights, highway rights and railway rights existing on or over said premises and specifically the rights of the State of Ohio in an easement as hereinbefore set forth.
4. As to the rights of the Great Woods, Clarence India, Leonard Coker and Groves Kinsey, et al, said premises under leases expiring March 1, 1944.

IN WITNESS WHERE OF, the said The Miami Conservancy District by Ezra M. Esham, its Secretary, hereby duly authorized by resolution of its Board of Directors, has hereunto subscribed its name and affixed its corporate seal, this 11th day of June A.D. 1941.

WITNESSES AND ACKNOWLEDGED in presence of:

CHARLES B. SPANGLER
E. M. WOODS

CLERK OF DISTRICT COURT OF MIAMI COUNTY, and

THE MIAMI CONSERVANCY DISTRICT
BY EZRA M. ESHAM
Secretary

BE IT REMEMBERED, that on this 11th day of June, 1941, before me, the undersigned, a Notary Public, in and for said County, personally came Ezra M. Esham, the Secretary of The Miami Conservancy District, the grantor in the foregoing deed, and acknowledged the signing and sealing thereof to be his voluntary act and deed and the voluntary act and deed of said The Miami Conservancy

*In Notary recorded in Book 244, Page 438
Mary B. Butler - Recorder
Mary Jackson - Deputy
Oct. 2, 1964*

MIAMI CONSERVANCY DISTRICT EASEMENTS

2024-439

District, pursuant to a resolution of its Board of Directors,

It **EDWIN W. WYNNON**, I have herein authorized my name and affixed my Notarial Seal on the day and year last aforesaid.

NOTARIAL SEAL

The Miami Conservancy District is a political subdivision of the State of Ohio. No revenue stamps required. See Revenue Act of 1933.

Transferred June 21, 1943
Chas. G. Boss, Auditor
Received June 21, 1943 at 1157 P. M.
Recorded June 22, 1943
Fee \$1.40

L. S. RECORD

Notary Public in and for Montgomery County, Ohio.
L. S. Record, Notary Public
My Commission Expires Oct. 21, 1948

Harold G. Greener, Recorder
Melba L. Davis, Deputy

WITNESSETH GRACE E. FROSTER, ET AL TO BENJAMIN E. KEENE, ET AL

KNOW ALL MEN BY THESE PRESENTS THAT Grace E. Froster and C. E. Froster, her husband, Edward L. Moore, Harlow J. Moore, Mary G. Moore, his wife, and Clifford Roy Moore and Pauline Moore, his wife, in consideration of one dollar and other valuable considerations to them paid by Benjamin E. Keene and Leatrice Keene the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey to the said Benjamin E. Keene and Leatrice Keene and their heirs and assigns forever, the following described real estate, situate in the City of Miami, in the County of Miami, and in the State of Ohio, and bounded and described as follows: Being in-Lot Number Four Thousand Four Hundred Seventy-Three (4473) according to the present numbering of in-lots in said City. The said in-Lot fronts on Wynn Street in said City and grants thereon forty-one and seventy-five-hundredths (41.75) feet.

and all the estate, title and interest of the said Grace E. Froster, C. E. Froster, Edward L. Moore, Harlow J. Moore, Mary G. Moore, Clifford Roy Moore, and Pauline Moore either in law or in equity, in and to the said premises together with all the privileges and appurtenances to the same belonging, and all the rents, issues, and profits thereof to have and to hold the same to the sole proper use of the said Benjamin E. Keene and Leatrice Keene and their heirs and assigns forever;

And the said Grace E. Froster, C. E. Froster, Edward L. Moore, Harlow J. Moore, Mary G. Moore, Clifford Roy Moore, and Pauline Moore for themselves and their heirs, executors and administrators, do hereby covenant with the said Benjamin E. Keene and Leatrice Keene and their heirs and assigns, that they are the true and lawful owners of the said premises, and have full power to convey the same and that the title be conveyed to them, free and unincumbered; and further, that they do warrant and will defend the same against all claims or claims of all persons whatsoever except the installment of taxes and assessments due June 21, 1943, and all taxes and assessments thereafter due and payable, all of which the grantees herein assume and agree to pay.

IN WITNESS WHEREOF, The said Grace E. Froster and C. E. Froster, her husband, Edward L. Moore, Harlow J. Moore and Mary G. Moore, his wife, Clifford Roy Moore and Pauline Moore, his wife, (the said C. E. Froster, Mary G. Moore and Pauline Moore hereby releasing all their right and expectancy or claim in the said premises) have hereunto set their hands this 14th day of May in the year of our Lord one thousand nine hundred and forty-three.

Signed and acknowledged in presence of

H. W. Lilley ss for 1 and 2
Jean Caterford ss for all
H. W. Lilley ss for 3, 4, 5, 6, 7.

1. Grace E. Froster
2. C. E. Froster
3. Edward L. Moore
4. Harlow J. Moore
5. Mary G. Moore
6. Clifford Roy Moore
7. Pauline Moore

STATE OF OHIO, COUNTY OF MIAMI, ss:

MIAMI CONSERVANCY DISTRICT EASEMENTS

DEED OF CONSERVATION EASEMENT 45-4669-11

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, Grusenmeyer Land, LLC, an Ohio limited liability company, hereinafter known as the "Grantor", claims ownership of certain real property (Land) as acquired by warranty deed recorded in Deed Book 737, pages 411-413 of the Miami County, Ohio Deed Records which Land is situated in Miami County, Ohio, and,

WHEREAS, The Miami Conservancy District, a body corporate and political subdivision of the State of Ohio, hereinafter known as the "Grantee", whose address is 38 East Monument Avenue, Dayton, Ohio, 45402, has determined that a portion of the Land owned by the Grantor as more particularly described on Exhibits A (15.095 acres, Great Miami River), B (26.930 acres, Lost Creek) and C (14.597 acres, Sheets Ditch) attached hereto and incorporated herein by reference, collectively hereinafter referred to as the Real Property to be of importance to the environmental protection of the Great Miami River and its environs.

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other valuable considerations to it paid, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey, in perpetuity, unto the Grantee and its assigns, an **EASEMENT FOR CONSERVATION PURPOSES ONLY** in said Real Property as herein described of the nature and character and to the extent hereinafter expressed, to be and to constitute a servitude upon said Real Property as herein described, which estate, interest, easement and servitude will result from the covenants and restrictions set out below and hereby imposed upon the use of said Real Property as herein described, and to that end and for the purpose of accomplishing the intent of the parties hereto, said Grantor covenants on behalf of itself and its successors and assigns, with the Grantee and its assigns to do and refrain from doing, severally and collectively, upon said Real Property as herein described, the various acts hereinafter mentioned, it being herein expressly agreed that the doing and the refraining from said acts, and each thereof, upon said Real Property as herein described is and will be for the benefit of the State of Ohio.

The Grantor and Grantee further acknowledge and agree that restrictions hereby imposed upon the use of said Real Property as herein described, and the acts which said Grantor so covenant to do and refrain from doing upon said Real Property as herein described in connection therewith are as specified in the **DECLARATION OF RESTRICTIONS** attached hereto as Exhibit D and incorporated herein by reference.

THOSE PRIVILEGES, granted hereunder and the covenants heretofore made are subject to the following rights of the Grantor, which are expressly reserved hereunder:

1. Except as expressly limited herein, the Grantor reserves for themselves, their heirs and assigns, all rights as owner of said Land and Real Property as herein described, including the right to use said Land and Real Property as herein described for all purposes not inconsistent with this conservation easement.
2. The Grantor retains all legal rights to control unauthorized access to the Land and Real Property as herein described by all persons or parties.

TRANSFER NOT NECESSARY
EXAMINED 11 20 05
CHRIS A. PEEPLES, AUDITOR
MIAMI COUNTY, OHIO

VAL 07 5 8 11 46789

EVANS

MIAMI CONSERVANCY DISTRICT EASEMENTS

3. The Grantor reserves the right to use, improve, repair, maintain, expand to a maximum width of 30 feet, its portion of the existing roadway extending along the north property line of the Land running from State Route 202 to the east side of Lost Creek (boundary line of the Land includes one-half of the existing roadway) and further reserves the right, subject to the above-mentioned roadway expansion limits, to use, repair, maintain, replace, extend and enlarge the existing bridge across Lost Creek. The existing roadway was formerly known as Children's Home-Grayson Road.

TO HAVE AND TO HOLD, unto the Grantee and its assigns forever. The covenants agreed to and the restrictions imposed, as aforesaid, shall be binding upon the Grantor and its successors, and assigns, and each of them, and shall constitute a servitude upon the Real Property as herein described and said Grantor does COVENANT and WARRANT that the title to said Real Property as herein described is CLEAR, FREE, and UNENCUMBERED, and that they will DEFEND the same against all lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Leo A. Grusenmeyer and Mary C. Grusenmeyer, the duly authorized representatives of the Grantor do hereby set their hands to this Easement on this 9th day of March, 2005.

GRUSENMEYER LAND, LLC

By Leo A. Grusenmeyer
Leo A. Grusenmeyer, Manager

By Mary C. Grusenmeyer
Mary C. Grusenmeyer, Manager

STATE OF OHIO, COUNTY OF MIAMI, SS:

The foregoing instrument was acknowledged before me a notary public in and for said state on this 9th day of March, 2005 by Leo A. Grusenmeyer and Mary C. Grusenmeyer, Managers of Grusenmeyer Land, L.L.C. on behalf of the limited liability company.



PAMELA D. WILLIAMS
Notary Public
In and for the State of Ohio
My Commission Expires
June 26, 2009

Pamela D. Williams
Notary Public in and for the State of Ohio
My Commission expires June 26, 2009

This instrument prepared by: Gary L. Weaks
Huffman, Landis & Weaks Co. L.P.A.
80 South Plum Street
Troy, Ohio 45373
(937) 335-0550

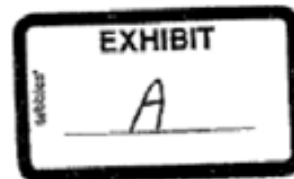
MIAMI CONSERVANCY DISTRICT EASEMENTS

[This page has been prepared and inserted by the auction company.]

Re: Deed of Conservation Easement recorded at Vol. 758 pp. 789-803

The recorded document includes Exhibits A, B and C (pp. 791-799) which are intentionally omitted here. Excerpts of Exhibits A, B and C appear on this page, followed by pp. 800-803 of the recorded document. For a complete copy of the recorded document, including all exhibits, please refer to the documents provided with the preliminary title insurance schedules.

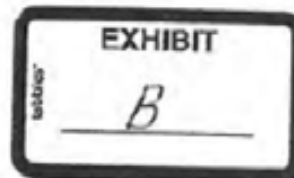
BRUMBAUGH ENGINEERING & SURVEYING, L.L.C.
362 NORTH MIAMI ST.
WEST MILTON, OHIO 45383
937-698-3000



January 12, 2005
Easement Description For Great Miami River
(15.095 Acre Tract)

Situated in the State of Ohio, Miami County, Staunton Township, Section 1, Town 1, Range 10 Mrs, and also being in Bethel Township, Section 6, Town 1, Range 9 Mrs, and being part of the lands conveyed to Grusenmeyer Land, LLC in deed volume 737 page 411 of the Miami County Recorders, and being more particularly described as follows:

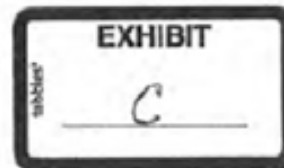
BRUMBAUGH ENGINEERING & SURVEYING, L.L.C.
362 NORTH MIAMI ST.
WEST MILTON, OHIO 45383
937-698-3000



January 12, 2005
Easement Description For Lost Creek
(26.930 Acre Tract)

Situated in the State of Ohio, Miami County, Staunton Township, Section 1, Town 1, Range 10 Mrs, and also being in Bethel Township, Section 6, Town 1, Range 9 Mrs, and being part of the lands conveyed to Grusenmeyer Land, LLC in deed volume 737 page 411 of the Miami County Recorders, and being more particularly described as follows:

BRUMBAUGH ENGINEERING & SURVEYING, L.L.C.
362 NORTH MIAMI ST.
WEST MILTON, OHIO 45383
937-698-3000



January 12, 2005
Easement Description For Sheets Ditch
(14.597 Acre Tract)

Situated in the State of Ohio, Miami County, Staunton Township, Section 1, Town 1, Range 10 Mrs, and also being in Elizabeth Township, Section 31, Town 2, Range 10 Mrs, and also being in Bethel Township, Section 36, Town 2, Range 9 Mrs, and being part of the lands conveyed to Grusenmeyer Land, LLC in deed volume 737 page 411 of the Miami County Recorders, and being more particularly described as follows:

MIAMI CONSERVANCY DISTRICT EASEMENTS

4

DECLARATION OF RESTRICTIONS

(43-4669-11)

This Declaration of Restrictions (this "Declaration") is made on this 7th day of March, 2005 by The Miami Conservancy District, a body corporate and political subdivision of the State of Ohio, hereinafter called the "Declarant".

Recitals:

A. Declarant intends to purchase easement rights, hereinafter called "Easement," on certain property located in Miami County, Ohio as more particularly described within MCD Deed No. 45-4669-11 attached hereto and made a part hereof.

B. Declarant applied for and received a grant from the State of Ohio, acting by and through the Director of the Ohio Public Works Commission ("OPWC"), pursuant to Ohio Revised Code §164.20 et seq. (the "Grant"). In connection with the application for the Grant, Declarant proposed to use the Grant funds either for open space acquisition and related development or to protect and enhance riparian corridors, as set forth more specifically in its application.

C. As a condition to receipt of the Grant, Declarant has agreed to restrict use of the property as set forth in this Declaration, with the intent that such restrictions run with the land.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, for themselves and their successors and assigns as owners of the Easement, hereby agree as follows:

§1. Use and Development Restrictions. Declarant hereby agrees, for itself and its successors and assigns as owner of the Easement, all property located within the Easement shall be subject to the following use and development restrictions:

1. All property located within the Easement as hereinabove described shall be kept in perpetuity in its natural state. As herein used, the term "natural state" is intended to mean that no buildings, other structures of any kind, either temporary or permanent, shall be placed or erected on property located within the Easement with the following exceptions.
 - a.) Right of the owner of the fee simple title to the property to construct a bridge over Lost Creek for agricultural equipment purposes.
 - b.) Right of the owner of the fee simple title to the property to maintain and/or replace the existing iron bridge over Lost Creek.

YEL 0758 11:05:00

MIAMI CONSERVANCY DISTRICT
RECEIVED

MIAMI CONSERVANCY DISTRICT EASEMENTS

- c.) Right of the owner of the fee simple title of the property to maintain a center pivot irrigation system on, over, and across the Easement.
2. There shall be no industrial, commercial or industrial activity on any property located within the Easement. Agricultural uses are restricted to practices designed to restore or install wildlife habitat.
 3. There shall be, on property located within the Easement, no fillings, excavating, ditching, draining, diking, removal or placement of top soil, sand, gravel, rock, minerals, oil, gas or other materials or change in the topography of the property in any manner, other than that caused by the forces of nature or as reserved hereafter except for the maintenance, restoration, or replacement of existing levees along the Great Miami River and Lost Creek by the Declarant or the fee simple owner of the property.
 4. There will be no new easements permitted on property located within the Easement for utilities desiring to cross the property, except in conjunction with the improvements described in Paragraph 1 of Section 1 ("Use and Development Restrictions").
 5. There shall be no recreational operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles or other motorized recreational vehicles on property located within the Easement.
 6. There shall be no domestic livestock, no non-native animals and no feedlots permitted on property located within the Easement.
 7. There shall be no cutting or removal of live or dead trees greater than two inches in diameter on property located within the Easement unless individual trees pose a direct hazard to the public or fall to the ground at which time they may be removed by the Declarant or the fee simple title owner of the property. All other vegetation is also protected with the following exceptions:
 - Restoration/installation of native habitats such as wetlands and grasslands.
 - Control of invasive non-native plant species.
 8. The property located within the Easement shall at all times be kept free of garbage, trash, and machinery; and no other unsightly material shall be allowed to accumulate or be stored thereon.

§2. Perpetual Restrictions. The restrictions set forth in this Declaration shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by, OPWC. This Declaration and the covenants and restrictions set forth herein shall not be

MIAMI CONSERVANCY DISTRICT EASEMENTS

amended, released, extinguished or otherwise modified without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.

§3. Enforcement. If Declarant, or their successors or assigns as owners of the Easement, should fail to observe the covenants and restrictions set forth herein, the Declarant or their successors or assigns, as the case may be, shall pay to OPWC upon demand, as liquidated damages, an amount equal to the greater of (a) two hundred percent (200%) of the amount of the Grant received by Declarant, together with interest accruing at the rate of six percent (6%) per annum from the date of receipt of the Grant, or (b) two hundred percent (200%) of the fair market value of the Easement as of the date of demand by OPWC. Declarant acknowledges that such sum is not intended as, and shall not be deemed, a penalty, but is intended to compensate for damages suffered in the event a breach or violation of the covenants and restrictions set forth herein, the determination of which is not readily ascertainable. OPWC and Declarant shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions and covenants set forth herein and the Declarant shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, and covenants set forth against the fee simple title owner of the property. Failure by OPWC to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation.

§4. Restriction on Transfer of the Property. Declarant acknowledges that the Grant is specific to Declarant and that OPWC's approval of the application for the Grant was made in reliance on Declarant's continued ownership and control of the Easement. Accordingly, Declarant shall not voluntarily or involuntarily sell, assign, transfer, lease, exchange, convey or otherwise encumber the Easement without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.

§5. Separability. Each provision of this Declaration and the application thereof to the Easement is hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration.

§6. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the parties are as follows:

Declarant: The Miami Conservancy District
 38 E. Monument Ave.
 Dayton, OH 45402
 Attn. General Manager

TEL 0758 441802

PHOTOS

PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



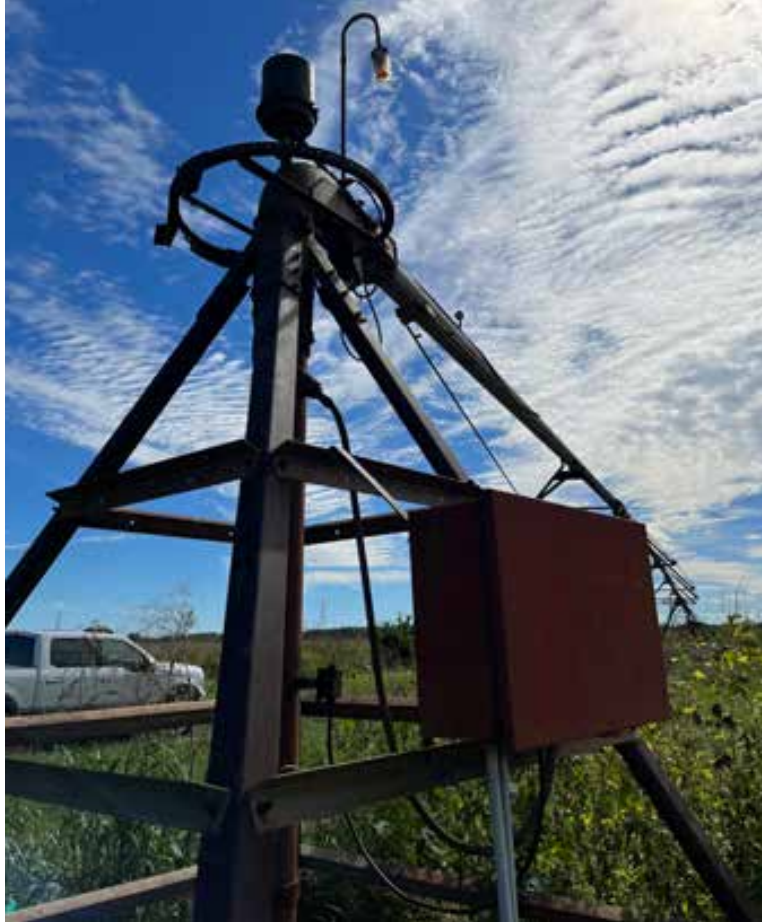
PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



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

