

# *Preble County, Ohio* Land Auction

5 Miles Northwest of Eaton, OH • 3 Miles East of Richmond, IN

*Tuesday, November 20 • 11am*

*Auction Held at The Gathering Place at 501 Nation Ave. Eaton, Ohio*

# 49±

*Acres in 1 Tract*

- 47± FSA Tillable Acres
- Quality Soils in Top Agricultural Area
- Great Location! Only 2 miles to US 40 & I-70 Interchange at the IN/OH State Line
- 2-Story Country Home

# Information Book

 ONLINE BIDDING AVAILABLE

800-451-2709 • [www.SchraderAuction.com](http://www.SchraderAuction.com)

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

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SELLER: : Noble Opportunity Fund II LP



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

**AUCTION MANAGER:** Andy Walther • 765-969-0401

# BOOKLET INDEX

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# REGISTRATION FORMS

# **BIDDER PRE-REGISTRATION FORM**

**TUESDAY, NOVEMBER 20, 2018**

**49 ACRES – EATON, OHIO**

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,

P.O. Box 508, Columbia City, IN, 46725,

Fax # 260-244-4431, no later than Tuesday, November 13, 2018.

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**  
**49± Acres • Eaton, Ohio**  
**Tuesday, November 20, 2018**

**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 Tuesday, November 20, 2018 at 11:00 AM.
- 3. I have read the information contained in the Real Estate Bidder’s Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
- 4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer’s premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
- 5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
- 6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$\_\_\_\_\_. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier’s check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

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

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, Tuesday, November 13, 2018**. Send your deposit and return this form via fax to: **260-244-4431**.

I understand and agree to the above statements.

\_\_\_\_\_  
Registered Bidder's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

***This document must be completed in full.***

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

E-mail address of registered bidder: \_\_\_\_\_

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to: kevin@schraderauction.com or call Kevin Jordan at 260-229-1904.

# LOCATION & TRACT MAPS



# AERIAL MAPS

## TRACT 1





# **FSA, SURETY, & TOPOGRAPHIC MAPS**

# FSA MAP

## TRACT 1

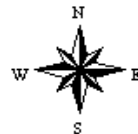
### Aerial Map



map center: 39° 47' 2.96, -84° 47' 14.98



20-8N-1E  
Preble County  
Ohio

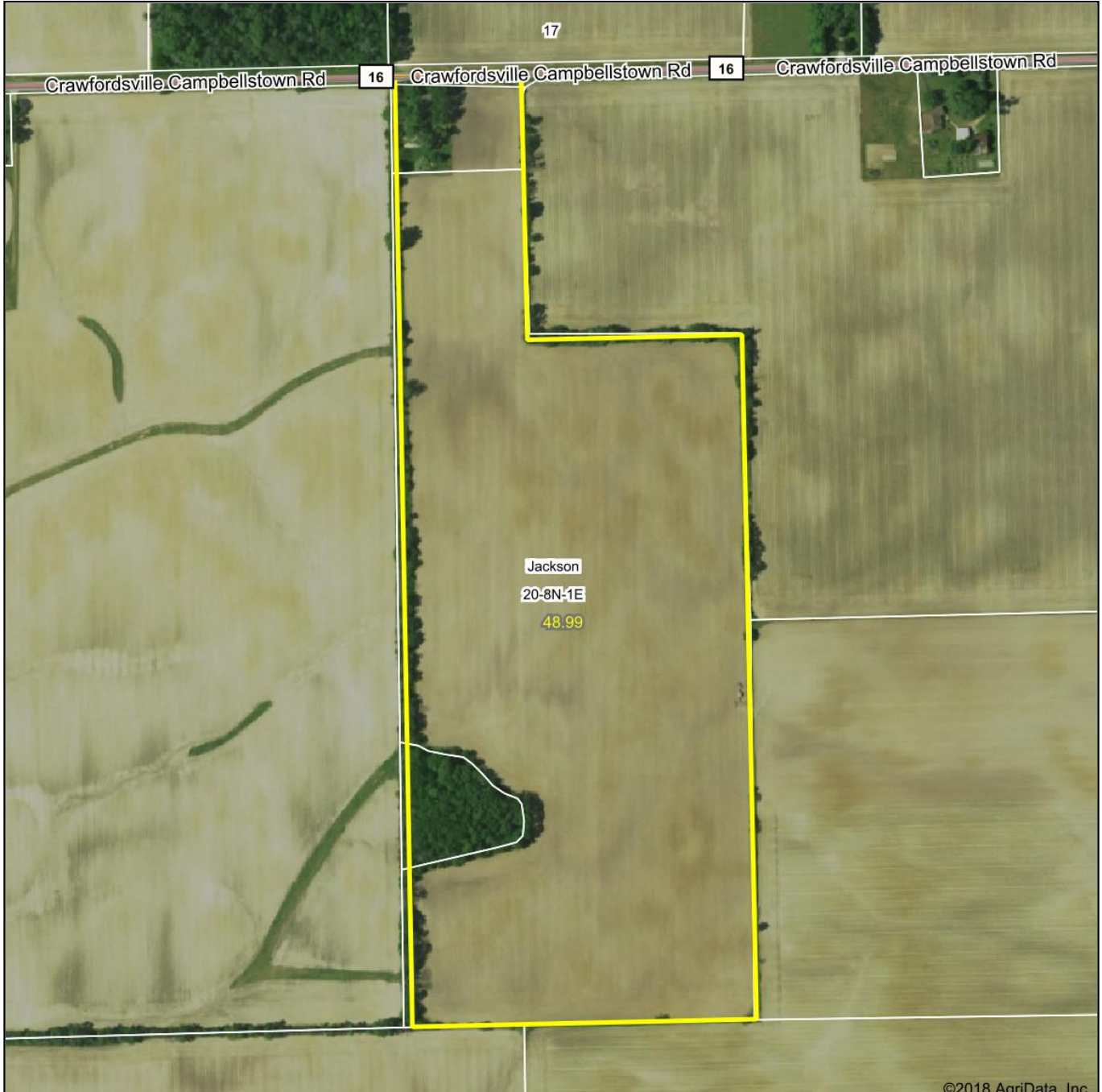


5/21/2018

# FSA ACRES MAP

## TRACT 1

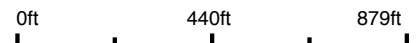
### Aerial Map



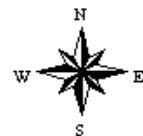
©2018 AgriData, Inc.



map center: 39° 47' 2.88, -84° 47' 14.98



20-8N-1E  
Preble County  
Ohio



5/21/2018

# USDA FSA MAP

## TRACT 1



Preble\Montgomery County FSA Office  
 1655 N Barron St  
 Eaton, OH 45320  
 Ph (937)456-4211  
 Fax (855)835-5408

**PREBLE COUNTY**  
**Crop Year 2018**

Farm: 796  
 Tract: 1181  
 Print Date: 2/12/2018



1 inch = 362 feet

All of the below are true unless otherwise indicated:

All crops-Non-Irrigated  
 All crops used for grain  
 Wheat-S RW  
 Corn-Yellow  
 Soybeans-COM

CLU Boundary

**Wetland Determination Identifiers**

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

**Legend**

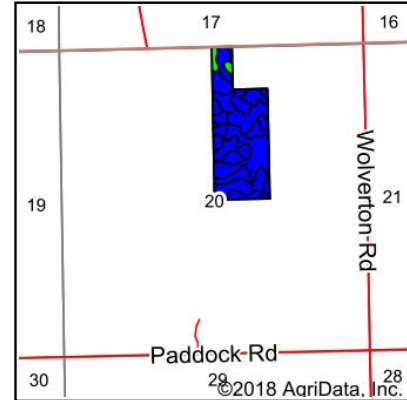
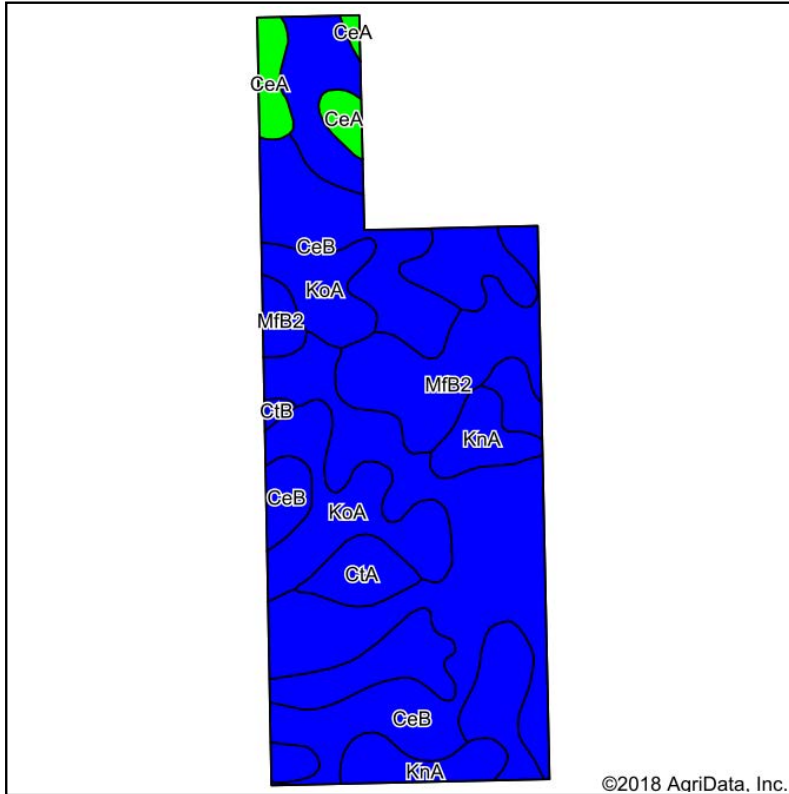
- HEL Highly Erodible Land Determination
- NHEL Not Highly Erodible Land Determination
- UHEL Undetermined Highly Erodible Land Determination
- CRP Conservation Reserve Program

USDA 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 the 2013 ortho rectified imagery for Ohio. The producer accepts the data "as is" and assumes all risks associated with its use. The USDA Farm Service Agency 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 wetland boundaries and determinations contact NRCS.

# SURETY SOIL MAP

## TRACT 1

### Soils Map



State: **Ohio**  
 County: **Preble**  
 Location: **20-8N-1E**  
 Township: **Jackson**  
 Acres: **48.99**  
 Date: **5/21/2018**



Maps Provided By:  
**surety**  
 CUSTOMIZED ONLINE MAPPING  
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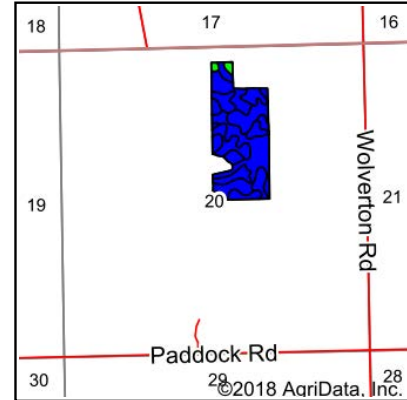
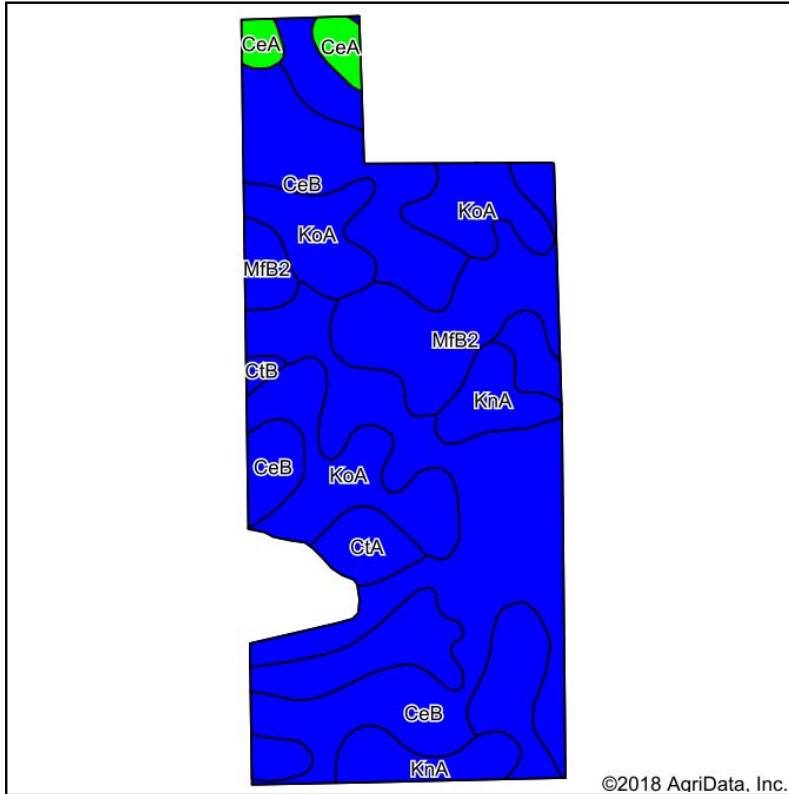
Soils data provided by USDA and NRCS.

Area Symbol: OH135, Soil Area Version: 16															
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Kentucky bluegrass	Oats	Orchardgrass alfalfa hay	Orchardgrass red clover hay	Pasture	Soybeans	Tall fescue	Winter wheat	*eFOTG PI
CeB	Celina silt loam, 2 to 6 percent slopes	21.05	43.0%		lle	131		70			8.7	46		58	76
KoA	Kokomo silty clay loam, 0 to 1 percent slopes	13.71	28.0%		llw	155	3.2		5	5.8		52	4	65	87
MfB2	Miamian-Celina silt loams, 2 to 6 percent slopes, eroded	7.79	15.9%		lle	112	2.8		5	4		38	3.2	54	74
KnA	Kokomo silt loam, 0 to 1 percent slopes	3.15	6.4%		llw	155	3.2		5	5.8		52	4	65	88
CeA	Celina silt loam, 0 to 2 percent slopes	1.64	3.3%		lw	121					8.1	42		53	79
CtA	Crosby-Celina silt loams, 0 to 2 percent slopes	1.48	3.0%		llw	130	3.6		5.4	4.5		48	5.6	58	81
CtB	Crosby-Celina silt loams, 2 to 4 percent slopes, eroded	0.17	0.3%		llw	130					8.9	43		58	80

# TILLABLE SOILS MAP

## TRACT 1

### Soils Map



State: **Ohio**  
 County: **Preble**  
 Location: **20-8N-1E**  
 Township: **Jackson**  
 Acres: **46.09**  
 Date: **5/21/2018**



Maps Provided By:  
  
 CUSTOMIZED ONLINE MAPPING  
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Soils data provided by USDA and NRCS.

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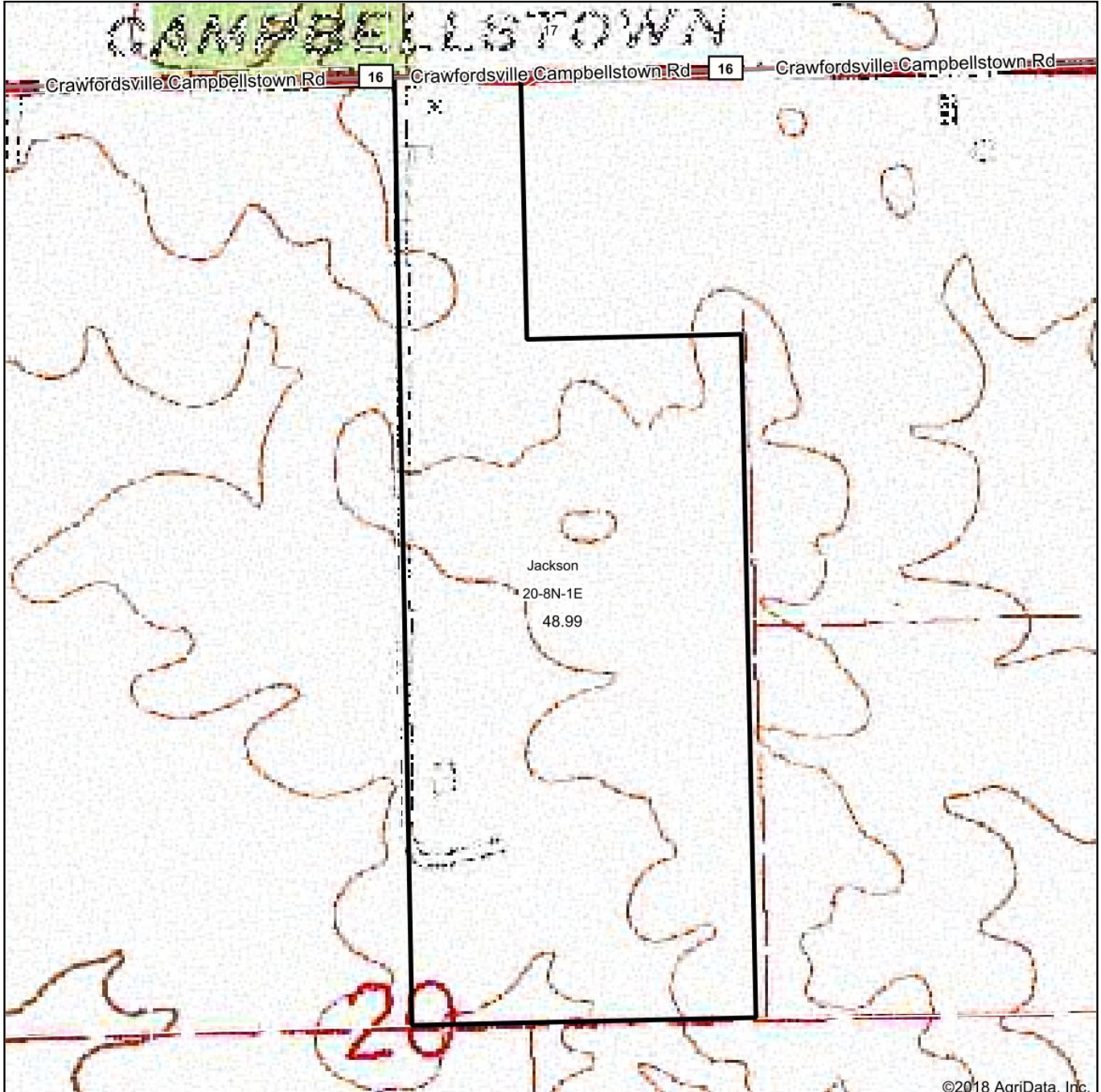
Area Symbol: OH135, Soil Area Version: 16

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Kentucky bluegrass	Oats	Orchardgrass alfalfa hay	Orchardgrass red clover hay	Pasture	Soybeans	Tall fescue	Winter wheat	*eFOTG PI
CeB	Celina silt loam, 2 to 6 percent slopes	20.35	44.2%		Ile	131		70			8.7	46		58	76
KoA	Kokomo silty clay loam, 0 to 1 percent slopes	12.16	26.4%		Ilw	155	3.2		5	5.8		52	4	65	87
MfB2	Miamian-Celina silt loams, 2 to 6 percent slopes, eroded	7.95	17.2%		Ile	112	2.8		5	4		38	3.2	54	74
KnA	Kokomo silt loam, 0 to 1 percent slopes	3.17	6.9%		Ilw	155	3.2		5	5.8		52	4	65	88
CtA	Crosby-Celina silt loams, 0 to 2 percent slopes	1.26	2.7%		Ilw	130	3.6		5.4	4.5		48	5.6	58	81
CeA	Celina silt loam, 0 to 2 percent slopes	0.99	2.1%		Iw	121					8.1	42		53	79
CtB	Crosby-Celina silt loams, 2 to 4 percent slopes, eroded	0.21	0.5%		Ilw	130					8.9	43		58	80

# TOPOGRAPHIC MAP

## TRACT 1

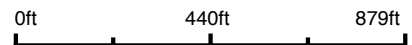
### Topography Map



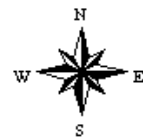
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map center: 39° 47' 2.88, -84° 47' 14.98



20-8N-1E  
Preble County  
Ohio



5/21/2018



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**PROPERTY RECORD  
CARD & FARM RECORD  
156 EZ**

# PROPERTY RECORD CARD

## Preble County, Ohio - Property Record Card, Page 1 Parcel: F2181202000003000

### GENERAL PARCEL INFORMATION

**Owner** NOBLE OPPORTUNITY FUND II LP  
**Property Address** 0 CRAWFORDSVILLE CAMPBELLSTOWN RD  
**Mailing Address** NOBLE OPPORTUNITY FUND II LP  
 1817 OLDE HOMESTEAD LN  
 LANCASTER PA 17601  
**Land Use** 110 AGRICULTURAL VACANT LAND "QUALIFIED FOR CURRENT  
**Legal Description** AGRICULTURAL USE VALUE"  
 SW PT NE  
  
**School District** NATIONAL TRAIL SD  
**Tax District** F21 Jackson Twp. - CR Coblenz School District

### VALUATION

Market Land Value	Appraised	Assessed
CAUV Land Value	\$260,590.00	\$36,340.00
Improvements Value	\$103,820.00	\$36,340.00
Total Value	\$0.00	\$0.00
	\$103,820.00	\$36,340.00
Taxable Value		\$36,340.00

### MAP



### AGRICULTURAL

Code	Soil	Acres	Rate	Appraised	Assessed	CAUV	Taxable
CR - CROP	CeB	17.896	5960	106660	37330.00	2045	\$36,600.00
CR - CROP	KoA	10.698	6820	72960	25540.00	3510	\$37,550.00
CR - CROP	MB2	7.578	5800	43950	15380.00	1815	\$13,750.00
CR - CROP	KnA	2.982	6900	20580	7200.00	3510	\$10,470.00
CR - CROP	CtA	1.189	6350	7550	2640.00	2350	\$2,790.00
WO - WOODS	CeB	1.232	3930	4840	1690.00	1045	\$1,290.00
WO - WOODS	KoA	0.403	4180	1680	590.00	1725	\$700.00
CR - CROP	CtB	0.187	6280	1170	410.00	2175	\$410.00
WO - WOODS	CtA	0.273	3440	940	330.00	585	\$160.00
CR - CROP	CeA	0.042	6190	260	90.00	2350	\$100.00

# PROPERTY RECORD CARD

## Preble County, Ohio - Property Record Card, Page 1 Parcel: F2181202000002000

### GENERAL PARCEL INFORMATION

**Owner** NOBLE OPPORTUNITY FUND II LP  
**Property Address** 8392 CRAWFORDSVILLE CAMPBELLSTOWN RD  
**Mailing Address** NOBLE OPPORTUNITY FUND II LP  
 1817 OLDE HOMESTEAD LN  
 LANCASTER PA 17601  
**Land Use** 111 AGRICULTURAL CASH-GRAIN OR GENERAL FARM "QUALIFIED FOR  
**Legal Description** CURRENT AGRICULTURAL USE VALUE"  
 NW COR NE  
**School District** NATIONAL TRAIL SD  
**Tax District** F21 Jackson Twp. - CR Coblenz School District

### VALUATION

	Appraised	Assessed
Market Land Value	\$51,090.00	\$11,240.00
CAUV Land Value	\$32,100.00	\$11,240.00
Improvements Value	\$58,400.00	\$20,440.00
<b>Total Value</b>	<b>\$90,500.00</b>	<b>\$31,680.00</b>

Taxable Value \$31,680.00

### MAP



### AGRICULTURAL

Code	Soil	Acres	Rate	Appraised	Assessed	CAUV	Taxable
HS - HOME		1	16900	16900	5920.00	16900	\$16,900.00 \$5,915.00
CR - CROP	KoA	2.271	6820	15490	5420.00	3510	\$7,970.00 \$2,789.50
CR - CROP	CeB	1.335	5960	7960	2790.00	2045	\$2,730.00 \$955.50
CR - CROP	CeA	1.159	6190	7170	2510.00	2350	\$2,720.00 \$952.00
PP - PERM	KoA	0.452	6820	3080	1080.00	3510	\$1,590.00 \$556.50
PP - PERM	CeA	0.079	6190	490	170.00	2350	\$190.00 \$66.50
RD - ROAD		0.215	0	0	0.00	0	\$0.00 \$0.00

### LAND

Code	Frontage	Depth	Street Price	Depth Percent	Rate	Total	Value	Acres
CR - CROP LAND	0	0/0	0	0%	5960	\$7,960.00	\$7,960.00	1.335
CR - CROP LAND	0	0/0	0	0%	6820	\$15,490.00	\$15,490.00	2.271
CR - CROP LAND	0	0/0	0	0%	6190	\$7,170.00	\$7,170.00	1.159
RD - ROAD	0	0/0	0	0%	0	\$0.00	\$0.00	0.215
HS - HOME SITE	0	0/0	0	0%	16900	\$16,900.00	\$16,900.00	1

# FARM RECORD 156 EZ

OHIO  
PREBLE  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

FARM : 796  
Prepared : Oct 19, 2018  
Crop Year : 2019

See Page 2 for non-discriminatory Statements.

## Abbreviated 156 Farm Record

Operator Name : XXXXXXXXXX  
 Farms Associated with Operator : 39-135-796, 39-135-1910, 39-135-2644, 39-017-3421, 39-135-3471, 39-017-3526, 39-017-3821, 39-017-3828, 39-135-4268, 39-135-4558, 39-135-4776, 39-135-4777, 39-135-4779, 39-135-5132  
 CRP Contract Number(s) : None  
 Recon ID : None

### Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
50.13	47.13	47.13	0.00	0.00	0.00	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	47.13	0.00		0.00		0.00	0.00	0.00

### Crop Election Choice

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

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield	HIP
Corn	33.68	0.00	0	136	
Soybeans	11.12	0.00	0	40	
<b>TOTAL</b>	<b>44.80</b>	<b>0.00</b>			

### NOTES

Tract Number : 1181

Description : A6-2  
 FSA Physical Location : OHIO/PREBLE  
 ANSI Physical Location : OHIO/PREBLE  
 BIA Unit Range Number :  
 HEL Status : NHEL: No agricultural commodity planted on undetermined fields  
 Wetland Status : Wetland determinations not complete  
 WL Violations : None  
 Owners : NOBLE OPPORTUNITY FUND II LP  
 Other Producers : None  
 Recon ID : None

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
50.13	47.13	47.13	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	47.13	0.00	0.00	0.00	0.00	0.00

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield
Corn	33.68	0.00	0	136

# TAX INFORMATION

OHIO  
PREBLE  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

## Abbreviated 156 Farm Record

FARM : 796  
Prepared : Oct 19, 2018  
Crop Year : 2019

### Tract 1181 Continued ...

Soybeans	11.12	0.00	0	40
<b>TOTAL</b>	<b>44.80</b>	<b>0.00</b>		

### NOTES

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider and employer.



**ERODIBLE LAND  
& WETLAND  
CONSERVATION**

# ERODIBLE LAND & WETLAND CONSERVATION



United States Department of Agriculture

Natural Resources Conservation Service

NRCS-CPA-026E  
9/2000

## HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION DETERMINATION

Name Address:		Request Date:	11/29/11	County:	Preble
Agency or Person Requesting Determination:	FSA	Tract No:	796 1181	FSA Farm No.:	1181 796

### Section I - Highly Erodible Land

Is a soil survey now available for making a highly erodible land determination?	Yes
Are there highly erodible soil map units on this farm?	Yes

Fields in this section have undergone a determination of whether they are highly erodible land (HEL) or not; fields for which an HEL Determination has not been completed are not listed. In order to be eligible for USDA benefits, a person must be using an approved conservation system on all HEL.

Field(s)	HEL(Y/N)	Sodbust(Y/N)	Acres	Determination Date
Field A	N	-	not determined	1/30/2012
Field B	N	-	not determined	1/30/2012
-	-	-		
-	-	-		
-	-	-		

The Highly Erodible Land determination was completed in the-Field

### Section II - Wetlands

Are there hydric soils on this farm?	Yes
--------------------------------------	-----

Fields in this section have had wetland determinations completed. See the Definition of Wetland Label Codes for additional information regarding allowable activities under the wetland conservation provisions of the Food Security Act and/or when wetland determinations are necessary to determine USDA program eligibility.

Field(s)	Wetland Label*	Occurrence Year (CW)**	Acres	Determination Date	Certification Date
Field A	PC/NW		not determined	1/30/2012	
Field B	PC/NW		not determined	1/30/2012	
-	-				
-	-				
-	-				

The wetland determination was completed in the -Field It was -mailed to the person on 1/30/2012.

Remarks: This determination is only for the areas marked on the FSA map to be cleared and farmed in 2012. These areas are labeled as Areas A and B. Acres will be determined by the FSA office based on the final clearing. Areas may be cleared and farmed under current Farm Bill rules.

I certify that the above determinations are correct and were conducted in accordance with policies and procedures contained in the National Food Security Act Manual.

Signature Designated Conservationist	Date
<i>Dennis F. Banger</i>	1/30/2012

FSA

COPY

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

# ERODIBLE LAND & WETLAND CONSERVATION

## \*DEFINITIONS OF WETLAND LABEL CODES

AW	Artificial Wetland. An area that is artificial or irrigation induced wetland. These wetlands are not subject to the wetland conservation provision.
AW/FW	An area that contains both AW and FW.
AW/W	An area that contains both AW and W.
CC	Commenced Conversion exemption.
CPD	Corps Permit Decision. Corps of Engineers permit decisions regarding section 404 of the Clean Water Act will be relied upon to satisfy the wetland conservation provisions of the Food Security Act of 1985, as amended.
CMW	An area that receives a Categorical Minimal Effect determination.
CW	Converted Wetlands. An area converted between December 23, 1985 and November 28, 1990. IN any year that an agricultural commodity is planted on these converted wetlands, you will ineligible for USDA benefits.
**CW+year	An area converted after November 28, 1990. You will be ineligible for USDA program benefits until this wetland is restored.
CWNA	Converted Wetland Non-Agricultural use. A wetland area converted to other than agricultural commodity production.
CWTE	Converted Wetland Technical Error. An area converted or commenced based on an incorrect NRCS determination or misinformation from a NRCS or FSA employee.
FW	Farmed Wetland. An area that is farmed wetland; was manipulated and planted before December 23, 1985, but still meets wetland criteria. These may be farmed and maintained in the same manner as long as they are not abandoned.
FWP	Farmed Wetlands Pasture. An area that is pasture or hayland, manipulated before December 23, 1985 but still meets wetland criteria. These may be farmed and maintained in the same manner as long as they are not abandoned.
MIW	Mitigation Wetlands. Wetlands on which a person is actively mitigating a frequently cropped area or a wetland converted between December 23, 1985 and November 28, 1990. A converted wetland, farmed wetland, or farmed wetland pasture on which functions and values were lost are compensated for through wetland restoration, enhancement or creation.
MW	Minimal effect Wetland. An area determined to be minimal effect. These wetlands are to be farmed according to the minimal-effect agreement signed at the time the minimal-effect determination was made,
MWM	An area determined to be minimal effect with mitigation.
NI	Not Inventoried – No wetland determination has been completed.
NW	Non-Wetland. An area that does not contain a wetland.
NW/NAD	An area determined to be a non-wetland resulting from a decision from the National Appeals Division.
OW	Other Waters of the U.S. Area that fall under the jurisdiction of the Clean Water Act.
PC	Prior Converted cropland, which was drained filled, or manipulated before December 23, 1985; was cropped prior to December 23, 1985; was not abandoned; and does not meet FW criteria. These are not subject to the wetland conservation provision unless the area reverts to wetland as a result of abandonment.
* PC/NW	An area that contains both PC and NW.
TP	Third Party Exemption.
W	Wetlands. An area meeting wetland criteria, including wetland farmed under natural conditions. If you plan to clear, drain, fill, level or manipulate these areas, contact NRCS and the Army Corp of Engineers prior to any such activity.
WX	A wetland area that has been manipulated after December 23, 1985, but was not, for the purpose of making production possible and production was not made possible. These include wetlands manipulated by drainage maintenance agreements.

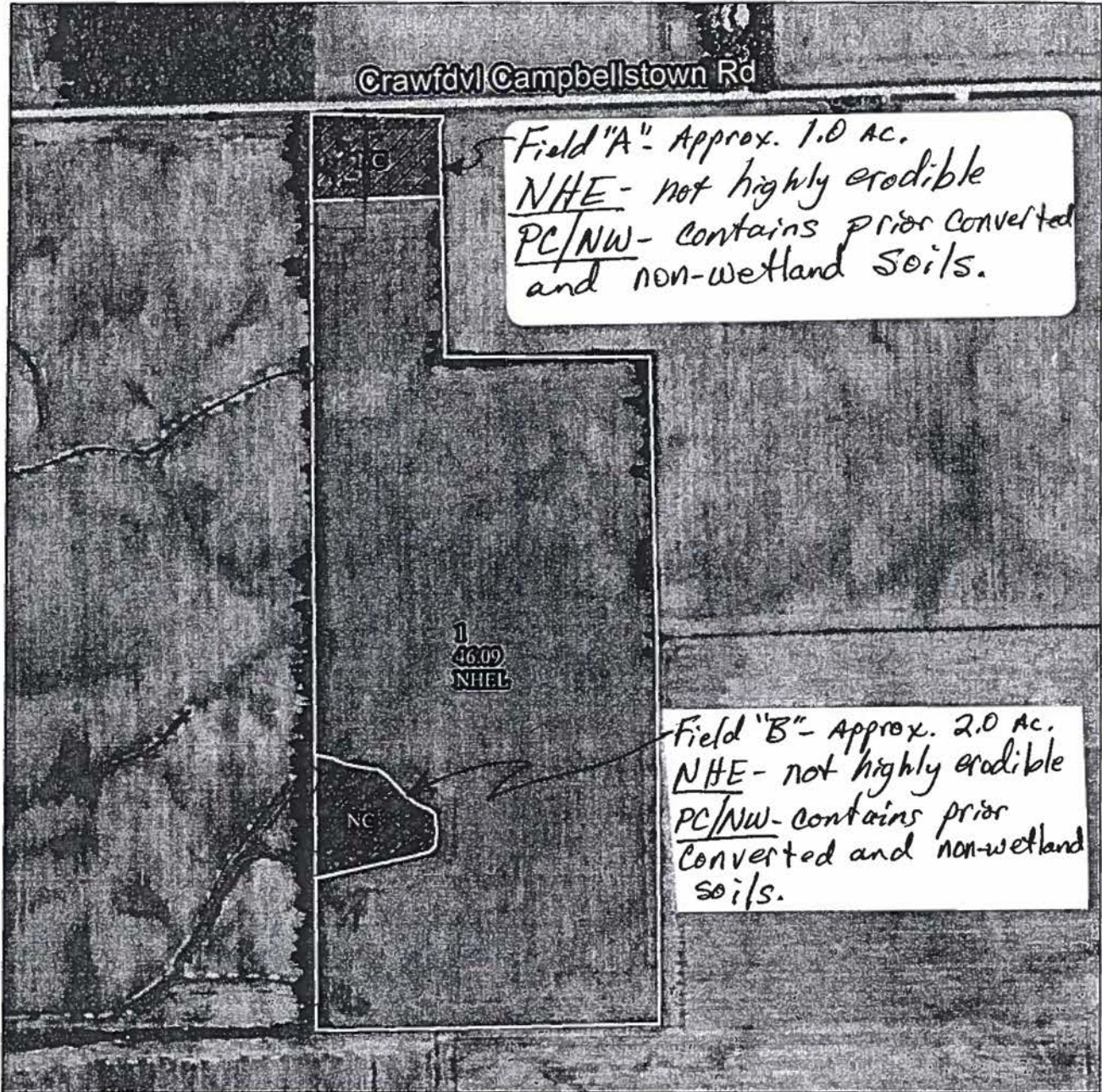
# ERODIBLE LAND & WETLAND CONSERVATION



Preble County Farm Service Agency  
 1655 North Barron Street  
 Eaton, Ohio 45320  
 Phone: 937-456-4211  
 Fax: 937-456-3589

Farm: 796  
 Tract: 1181

Printed on January 19, 2010



- Legend**
- Restricted Use
  - ▽ Limited Restrictions
  - Exempt from Conservation Compliance Provisions



1 inch equals 416.67 feet

All of the above are true unless otherwise indicated:  
 All crops Non-Irrigated & All crops used for grain  
 Wheat = SRW    Corn = Yellow    Soybeans = Common  
 Producer's Initials \_\_\_\_\_ Date \_\_\_\_\_

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 wetland boundaries and determinations, or contact NRCS.

USDA 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 the 2004 ortho rectified imagery for Ohio. The producer accepts the data 'as is' and assumes all risks associate with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside of FSA Programs.

# ERODIBLE LAND & WETLAND CONSERVATION

United States Department of Agriculture



Natural Resources Conservation Service  
1651 North Barron Street  
Eaton, Ohio 45320  
(937)456-4211 Ext. 3 Fax (937)456-3589

January 30, 2012



Enclosed is the Highly Erodible Land and Wetland Conservation Determination Form NRCS-CPA-026E for Farm #796, Tract #1181. This determination is part of the conservation provisions of the Food Security Act of 1985, as amended, and was made to determine your farms eligibility for USDA program benefits. **This determination is only for Fields A and B as shown on the FSA map that you have requested to clear and farm in 2012.**

Field number(s) listed in Section I of the Form NRCS-CPA-026E, and shown as **NHEL** on the map enclosed, have been classified as **not highly erodible** under the current Farm Bill definition. **Fields A and B have been labeled as not highly erodible (NHEL).**

Section II of the form describes any wetlands found on the farm. **Fields A and B have been labeled as a NW (non-wetland)/PC (prior converted).** These areas do not contain any wetlands at the present time but do contain some hydric soils that have been drained either naturally or artificially. **Please note these areas may be farmed.** If you plan to maintain, improve, or install a drainage system on this farm, you should notify this office well in advance of your plan to alter any known wet area(s) so the alteration can be done with full knowledge of its potential effect on your USDA program eligibility.

**No follow-up action is required on your part at this time. Field numbers when needed, and acres will be assigned to these two areas by the FSA office based on the final areas brought into production.**

This preliminary determination becomes final in 30 days unless you request a field visit (to review the basis of the technical decision) and/or request mediation. If you do not agree with this determination you may appeal this technical determination to the Farm Service Agency county committee once the technical determination is final. The Farm Service Agency address is 1655 N. Barron St., Eaton, Ohio, 45320.

A handwritten signature in black ink that reads "Dennis F. Bunger".

Dennis F. Bunger  
District Conservationist

Enclosures

*Helping People Help the Land*

An Equal Opportunity Provider and Employer





# **TITLE INSURANCE**

# TITLE INSURANCE

## ALTA OWNER'S POLICY OF TITLE INSURANCE

Issued By:



CHICAGO TITLE  
INSURANCE COMPANY

Policy Number:

**PROFORMA 38180491**

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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ALTA Owner's Policy (06/17/2006) - OH (12/01/2015)



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# TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY NO. PROFORMA 38180491

(continued)

- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

## 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by Ten percent (10%), and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

## 9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

## 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

## 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

## 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

## 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

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# TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY NO. PROFORMA 38180491

(continued)

## 14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of Two Million and No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

## 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

## 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

## 17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.  
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

## 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company  
P.O. Box 45023  
Jacksonville, FL 32232-5023  
Attn: Claims Department

**END OF CONDITIONS**

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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ALTA Owner's Policy (06/17/2006) - OH (12/01/2015)



# TITLE INSURANCE

## ENDORSEMENT - ALTA 34-06

## IDENTIFIED RISK COVERAGE

Issued By:



**CHICAGO TITLE  
INSURANCE COMPANY**

Attached to Policy Number:

**PROFORMA 38180491**

1. As used in this endorsement "Identified Risk" means: Lis Pendens of record in Deed Book 383, Page 2543 and re-recorded in Deed Book 385, Page 73 described in Exception 8 of Schedule B.
2. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A final order or decree enforcing the Identified Risk in favor of an adverse party; or
  - b. The release of a prospective purchaser or lessee of the Title or lender on the Title from the obligation to purchase, lease, or lend as a result of the Identified Risk, but only if
    - i. there is a contractual condition requiring the delivery of marketable title, and
    - ii. neither the Company nor any other title insurance company is willing to insure over the Identified Risk with the same conditions as in this endorsement.
3. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of the Title by reason of the Identified Risk insured against by Paragraph 2 of this endorsement, but only to the extent provided in the Conditions.
4. This endorsement does not obligate the Company to establish the Title free of the Identified Risk or to remove the Identified Risk, but if the Company does establish the Title free of the Identified Risk or removes it, Section 9(a) of the Conditions applies.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

### Chicago Title Insurance Company

Dated: PROFORMA

Countersigned By:

PROFORMA

Authorized Officer or Agent

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# TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY NO. PROFORMA 38180491

- if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
  7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
  8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
  9. Title being vested other than as stated in Schedule A or being defective
    - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
    - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      - (i) to be timely, or
      - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
  10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Chicago Title Company, LLC  
1 S. Main St., Suite 250  
Dayton, OH 45402

Countersigned By:

PROFORMA  
Authorized Officer or Agent



Chicago Title Insurance Company

By:

Handwritten signature of the President of Chicago Title Insurance Company.

President

Attest:

Handwritten signature of the Secretary of Chicago Title Insurance Company.

Secretary

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ALTA Owner's Policy (06/17/2006) - OH (12/01/2015)



# TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY NO. PROFORMA 38180491

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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# TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY NO. PROFORMA 38180491

## SCHEDULE A

Name and Address of Title Insurance Company: David Calabria  
Chicago Title Company, LLC  
1 S. Main St., Suite 250  
Dayton, OH 45402

Address Reference: 8392 Crawfordsville Campbellstown Road, Eaton, OH 45320

Date of Policy	Amount of Insurance
PROFORMA	PROFORMA

1. Name of Insured:

Successful bidder at the auction held by the current vested owner, Noble Opportunity Fund II, LP

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

\_\_\_\_\_, acquired by deed of record in Official  
Record Book \_\_\_\_\_, Page \_\_\_\_\_, Recorder's Office, Preble County, Ohio.

4. The Land referred to in this policy is described as follows:

**For APN/Parcel ID(s): F2181202000002000 and F2181202000003000**

**PARCEL I:**

Situate in the Northwest Quarter of Section 20, Town 8, Range 1 East, in Jackson Township, Preble County, Ohio, bounded and described as follows:

Beginning at the Northwest corner of said quarter Section; thence from said beginning point North 85° 52' East along the north line of said Section 380.15 feet; thence South 3° 35' East along an existing fence line 747.45 feet to a point; thence South 85° 35' West along an existing fence line 378.0 feet to a point in the west line of said quarter Section; thence North along said quarter Section line to the place of beginning, containing 6.511 acres of land, more or less and being subject to an easement granted to the Dayton Power and Light Company along the East side of the above described tract of land and also subject to the legal right of way of the Crawfordsville-Campbellstown Road and right of way of Carl Cail.

**PARCEL II:**

Situated in the County of Preble in the State of Ohio and in the Township of Jackson and bounded and described as follows:

Being a part of the northeast quarter of Section Twenty (20) Township Eight (8) Range One (1) East,

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ALTA Owner's Policy (06/17/2006) - OH (12/01/2015)



# TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY NO. PROFORMA 38180491

## SCHEDULE A

(continued)

beginning on the west line of said quarter at a point 46.61 rods South of the northwest corner thereof; thence South on the west line of said Quarter 116.89 rods to the southwest corner of said Quarter; thence East on the south line of said Quarter 59 rods to a corner; thence North parallel to the west line of the Quarter 116.89 rods to the southeast corner of Clifford S. and Alice S. Ewing's tract of land; thence West 59 rods to the place of beginning containing 42.48 acres of land more or less. Also the right of way as the same is now fenced and used to the Campbellstown and Western Road.

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED**

**END OF SCHEDULE A**

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# TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY NO. PROFORMA 38180491

## SCHEDULE B EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the Public Records.
2. 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.
3. Easements or claims of easements not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
6. Right-of-Way Easement to Sinclair Refining Company, of record in Deed Book 171, Page 337, Recorder's Office, Preble County, Ohio (As to Parcel II).

As affected by Assignment to Sinclair Pipe Line Company, of record in Deed Book 4, Page 426, Recorder's Office, Preble County, Ohio.

As affected by Assignment of Right of Way Easements from Arco Transportation Alaska, Inc., formerly known as Arco Pipe Line Company to Arco Pipe Line Company, of record in Cert. of Rel. Volume 35, Page 309, Recorder's Office, Preble County, Ohio.

Note: No assignment from Sinclair Pipe Line Company to Arco Transportation Alaska, Inc. was found of record.

As affected by Conveyance of Agreements from Arco Pipe Line Company to Four Corners Pipe Line Company, of record in Misc. Volume 17, Page 212, Recorder's Office, Preble County, Ohio.

7. Easement to The Dayton Power and Light Company of record in Deed Book 184, Page 602, Recorder's Office, Preble County, Ohio (As to Parcel I).
8. Notice of Lis Pendens and Notice of Pending Action under O.R.C. 2703.26 of record in Deed Book 383, Page 2543, Recorder's Office, Preble County, Ohio.
9. Rights of public to use those portions of subject premises lying within the confines of public roads and highways. (Crawfordsville-Campbellstown Road and Campbellstown and Western Road).
10. Representations of the acreage or area in the property descriptions in Schedule A or on the survey, if any.

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# TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY NO. PROFORMA 38180491

## SCHEDULE B EXCEPTIONS FROM COVERAGE (continued)

**11. Tax Parcel Desc:** NW Cor NE 6.511 Acs

Taxes, listed in the name(s) of Noble Opportunity Fund II LP, (Parcel ID F2181202000002000) for the first half of the year 2017 in the net amount of \$576.48, plus \$4.49 Oxer Ditch Assessment, plus \$2.50 911 System Assessment, plus \$47.17 Landfill Assessment, plus \$4,908.01 Delinquent tax, penalty and interest, total \$5,538.65 are PAID; taxes for the second half of the year 2017 in the net amount of \$576.48, plus \$4.49 Oxer Ditch Assessment, plus \$2.50 911 System Assessment, plus \$47.17 Landfill Assessment, total \$630.64 are PAID.

Tax valuation: Land: \$11,240; Bldg: \$20,440; Total: \$31,680

There will be an Oxer Ditch assessment with the future installments of taxes, the exact amount(s) of which is not known at this time.

There will be a 911 System Assessment with the future installments of taxes, the exact amount(s) of which is not known at this time.

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

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.

**Tax Parcel Desc:** SW Pt NE 42.48 Acs

Taxes, listed in the name(s) of Noble Opportunity Fund II LP, (Parcel ID F2181202000003000) for the first half of the year 2017 in the net amount of \$661.28, plus \$6,463.69 Delinquent tax, penalty and interest, total \$7,121.97 are PAID; taxes for the second half of the year 2017 in the net amount of \$661.28, total \$661.28 are PAID.

Tax valuation: Land Only: \$36,340

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.

**12. Taxes for the year 2018 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

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ALTA Owner's Policy (06/17/2006) - OH (12/01/2015)



# TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY NO. PROFORMA 38180491

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

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ALTA Owner's Policy (06/17/2006) - OH (12/01/2015)



# TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY NO. PROFORMA 38180491

(continued)

#### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

#### 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

#### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.  
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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ALTA Owner's Policy (06/17/2006) - OH (12/01/2015)





# **LEAD PAINT DISCLOSURE**

# LEAD PAINT DISCLOSURE

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

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

### Seller's Disclosure

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

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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

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

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

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

### Purchaser's Acknowledgment (initial)

(c)  Purchaser has received copies of all information listed above.

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

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

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

(ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgment (initial)

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

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	<i>Jane &amp; John</i>	Authorized	10/10/18	Seller	
	<i>Signet</i>	FOR			
Purchaser		NOF II LP		Purchaser	
Agent				Agent	

**CONSUMER GUIDE  
TO AGENCY & OHIO  
AGENCY RELATIONSHIP**

## CONSUMER GUIDE TO AGENCY RELATIONSHIPS

Schrader Real Estate and Auction Company, Inc.



We are pleased you have selected **Schrader Real Estate and Auction Company, Inc.** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **Schrader Real Estate and Auction Company, Inc.** can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services that agents can offer and their options for working with you.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at [www.com.ohio.gov/real](http://www.com.ohio.gov/real).

### Representing the Sellers

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

### Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction.

### Dual Agency

Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

### Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or,

depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties.

## **Working With Schrader Real Estate and Auction Company, Inc.**

**Schrader Real Estate and Auction Company, Inc.** does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client, but **Schrader Real Estate and Auction Company, Inc.** and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. **Schrader Real Estate and Auction Company, Inc.** will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, the agent and **Schrader Real Estate and Auction Company, Inc.** will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties **Schrader Real Estate and Auction Company, Inc.** has listed. In that instance, **Schrader Real Estate and Auction Company, Inc.** will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

## **Working With Other Brokerages**

When **Schrader Real Estate and Auction Company, Inc.** lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Schrader Real Estate and Auction Company, Inc.** does reserve the right, in some instances, to vary the compensation it offers to other brokerages.

As a seller, you should understand that just because **Schrader Real Estate and Auction Company, Inc.** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead, that company will be looking out for the buyer and **Schrader Real Estate and Auction Company, Inc.** will be representing your interests.

When acting as a buyer's agent, **Schrader Real Estate and Auction Company, Inc.** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

## Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. (Effective: 9/28/11)

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

  
\_\_\_\_\_  
Name (Please Print)

Lawrence Jacobs  
\_\_\_\_\_  
Signature

FOR  
Noble Opportunity  
Fund II, LP  
\_\_\_\_\_  
(Date) 10/10/2018

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

Revised: 9/2011

# CONSUMER GUIDE TO AGENCY & OHIO AGENCY RELATIONSHIP



## AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 49 (+/-) ac. in Preble County, Ohio, 8392 Campbellstown-Crawfordsville Rd., Eaton, OH

Buyer(s): \_\_\_\_\_

Seller(s): Noble Opportunity Fund II LP ( Lawrence Jacobs, Authorized Agent)

### I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

### II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_\_\_\_\_ represent both the buyer and the seller, check the following relationship that will apply:

Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

### III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) RD Schrader and all licensed agents of SRE&AC, Inc. and real estate brokerage Schrader Real Estate & Auction Company, Inc. will

be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

### CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

Jim & Janet for NOF II \_\_\_\_\_ DATE 10/10/18  
SELLER/LANDLORD

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

## DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

### As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

### As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

**Compensation:** Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

**Management Level Licensees:** Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

**Responsibilities of the Parties:** The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

**Consent:** By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce  
Division of Real Estate & Professional Licensing  
77 S. High Street, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100



**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**

