

Log Home On Wooded Tract
9520 Porter Central Road
Marengo, OH

Real Estate Auction 48 +/- ACRES/4 TRACTS

AUCTION DATE: Wednesday, April 27, 2016

SALE LOCATION: Porter Township Hall
12828 McKay St., Sunbury, OH
(At corner of State Route 656 and Olive Green Rd)

INSPECTION DATES: Monday, March 28, 5:00 - 7:00 pm & Sunday, April 10, 1:00 - 3:00 pm



Tract 1: 5 +/- acres
Building site wooded/open



Tract 2: 11 +/- Acres
Wooded building site



Tract 3: 16 +/- Acres
Woods leads to log cabin



Tract 4: 16 +/- Acres
Wooded site with creek



Auction Services

Chip Carpenter
Broker, Auctioneer, (740) 965-1208
chip@ucrealestateandauktion.com

Ryan Rogers
Agent, (614) 893-3843
ryan@ucrealestateandauktion.com

www.ucrealestateandauktion.com

Log Home On Wooded Tract
9520 Porter Central Road
Marengo, OH

Real Estate Auction 48 +/- ACRES/4 TRACTS

AUCTION DATE: Wednesday, April 27, 2016

SALE LOCATION: Porter Township Hall
12828 McKay St., Sunbury, OH
(At corner of State Route 656 and Olive Green Rd)

INSPECTION DATES: Monday, March 28, 5:00 - 7:00 pm & Sunday, April 10, 1:00 - 3:00 pm



Tract 1: 5 +/- acres
Building site wooded/open



Tract 2: 11 +/- Acres
Wooded building site



Tract 3: 16 +/- Acres
Woods leads to log cabin



Tract 4: 16 +/- Acres
Wooded site with creek



Auction Services

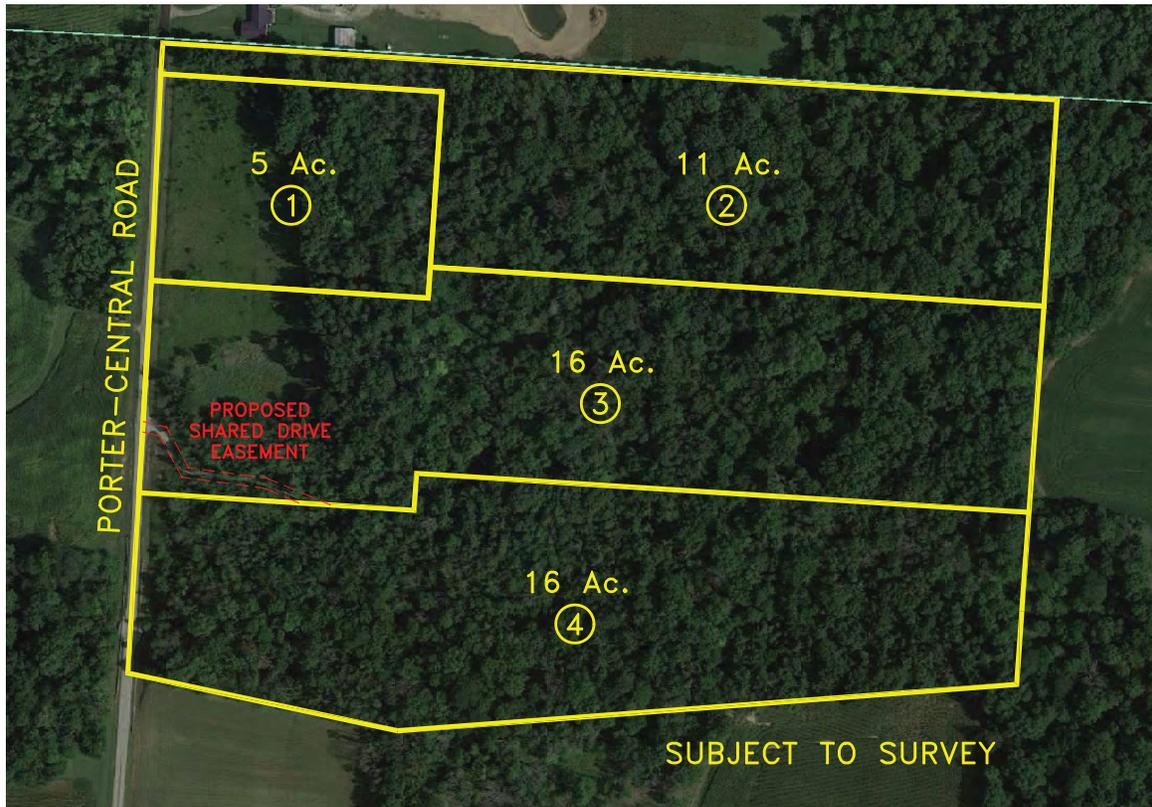
Chip Carpenter
Broker, Auctioneer, (740) 965-1208
chip@ucrealestateandauktion.com

Ryan Rogers
Agent, (614) 893-3843
ryan@ucrealestateandauktion.com

www.ucrealestateandauktion.com

Tracts

50 Acres in 4 tracts
9520 Porter Central Rd
Marengo, OH



Tract 1: 5 +/- acre building site, partially wooded and open space.

Tract 2: 11 +/- acre wooded building site.

Tract 3: A winding driveway through the woods leads you to a 2022 sq. ft. story and half Stonemill log home on 16 wooded acres. Home includes: Great room, owner suite with walkin closet, kitchen with pantry & built in appliances, full bath with double sink, shower & claw foot bathtub, mud room, first floor laundry room. Loft with open area 1 large bedroom, & half bath. Full Basement, rear porch over looking the wooded property. A short walk through the woods takes you to the creek at the rear of the property.

Tract 4: 16 acre wooded site with creek

Terms & Conditions

United Country Real Estate and Auction Services, LLC
740-965-1208 OR 614-206-1135
Sellers: Rita L. VanSickle, Trustee David J. Brehm Attorney

TERMS AND CONDITIONS

Pursuant to the pre-auction sale bills and applicable law, THESE TERMS AND CONDITIONS REPLACE AND SUPERSEDE ALL PRIOR TERMS AND CONDITIONS OF ANY NATURE, WHETHER WRITTEN, VERBAL, OR OTHERWISE. IT IS THE BIDDER'S RESPONSIBILITY TO BE FAMILIAR WITH THESE TERMS AND CONDITIONS. By registering for this auction and placing a bid, bidder acknowledges that these terms and conditions have been disclosed to bidder, and bidder agrees to be bound by these terms and conditions. Property sells subject to owner's confirmation day of sale.

1. Buyer to pay a Ten percent (10%) NONREFUNDABLE earnest money deposit per tract purchased or for the whole upon execution of the purchase agreement, to be applied on the purchase price at closing, or retained by Seller if the closing does not occur. Balance of purchase price is due in cash at closing which shall occur on or before June 10, 2016. Real estate taxes shall be prorated to the day of closing based upon the most recent available tax rate and valuation. Seller will not pay CAUV recoupment on any tract over 10 acres. Survey: A new survey will be provided by seller if necessary for transfer, otherwise a new survey will not be provided. The survey will be at the Sellers expense and any issues regarding the survey will be at the Seller's discretion, combination purchases will receive a perimeter survey only. Seller will pay for conveyance fee, owner's policy of title insurance from a title agency of Seller's choosing, Seller's portion of title agency closing fee not to exceed \$150.00, and deed preparation from Acquisition Title Agency only. Seller will pay no other closing costs. The owner's policy of title insurance shall contain all standard exceptions, as listed in the title commitment. Seller shall convey marketable title to the real estate by Limited Warranty Deed or Fiduciary Deed.
2. All real property and improvements are selling in their present "AS IS" condition with no warranties expressed or implied by Seller or Seller's agent. No representations have been made by Seller or Seller's agent with regard to fitness of the real property or improvements for a particular use or any particular Buyer's development plans. It is Buyer's responsibility to have any inspection Buyer desires completed prior to auction. It is the Buyer's responsibility to pay for and obtain any and all due diligence inspections and inquiries as to feasibility of Buyer's intended development plans prior to bidding. United Country Real Estate and Auction Services, LLC, and all agents associated, represent only the Seller in this transaction. Successful Buyers shall sign an agency disclosure form acknowledging that United Country Real Estate and Auction Services, LLC and its associated agents are working on behalf of the Seller.
3. All prospective Buyers who desire to participate in the auction must register the day of sale prior to bidding, and must then provide such personal information as requested by the auctioneer. Realtor cooperation is welcome; however, you must register your clients 48 hours prior to sale with an agency disclosure. No exceptions.
4. Seller has specifically reserved the right to have the auctioneer determine the minimum bid advancement that will be accepted from all bidders, including the amount necessary to "break" winning bids during the multi parcel portion of the auction. This is a multi-parcel auction with open bidding on any tract, combination of tracts up until the seller or auctioneer determines it to be closed. The auctioneers will handle any disputes at the time of the auction and all decisions will be final. The auctioneer, the seller and/or the attorney for the seller reserve the right to demand satisfactory written evidence of the authority of an agent to enter a bid or to execute a purchase contract on behalf of another party. This auction may be subject to online, phone or proxy bidding.
5. Each successful bidder will be required to immediately execute the posted purchase contract, and deposit with the auctioneer the earnest money described above. In case of conflict with these terms and conditions, the terms and conditions in the signed contract control the transaction.
6. Please view the posted title commitment for any questions on easements, rights of way, leases etc. Any reports, disclosures, letters or other documents from third parties are deemed reliable but not guaranteed by seller nor United Country Real Estate and Auction Services LLC. Mineral rights previously severed from the property in Deed Volume 168 Page 131 and Deed Volume 225 Page 287 will not be conveyed. See title insurance commitment for copies of prior deeds.
7. Any personal property left on the grounds of the real estate as of the date of closing becomes the property of the buyer of the real estate. Buyer will assume all responsibility and costs associated with these items as of the date of closing.
8. All information contained in this brochure and all related material came from sources deemed reliable but are not warranted by seller or auctioneers. Announcements made day of sale shall take precedence over printed material.
9. Should tracts 3 and 4 sell separately, there shall be an ingress and egress easement for driveway purposes across tract 3 to gain access to tract 4. If the owner of tract 4 chooses to install separate driveway on tract 4, than the easement will become null and void. Please see attached easement drawing.

Property Contacts

CHIP CARPENTER

614.206.1135

UNITED COUNTRY REAL ESTATE AND AUCTION SERVICES

CHIP@UCREALESTATEANDAUCION.COM

WWW.UCREALESTATEANDAUCION.COM

SCIOTO LAND SURVEYING

740.368.1700

PORTER TWP ZONING

740.965.6830

TREASURER

740.833.2810

VILLAGE OF SUNBURY

740.965.2684

AUDITOR'S OFFICE

740.833.2900

REGIONAL PLANNING

740.833.2260

CHAMBER OF COMMERCE

740.965.2860

MAP DEPARTMENT

740.833.2480

COUNTY EXTENSION OFFICE

740.833.2030

GEN. HEALTH DISTRICT

740.368.1700

CLERK OF COURTS

740.833.2500

ODNR NORTHWEST

740.392.4499

ECONOMIC DEVELOPEMENT

<http://www.co.delaware.oh.us/index.php/business>

ODNR FISH & WILDLIFE

<https://ohiodnr.gov/>

WEBSITES OF INTEREST

<http://www.co.delaware.oh.us/>

<http://www.co.delaware.oh.us/index.php/auditor>

Title Commitment



Ohio Bar Title Insurance Company
A First American Company

Commitment for Title Insurance

ISSUED BY

Ohio Bar Title Insurance Company

POLICY NUMBER

16-02-03 ATA

Commitment

Ohio Bar Title Insurance Company, an Ohio corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

In Witness Whereof, Ohio Bar Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Ohio Bar Title Insurance Company

Kevin F. Eichner
 President



Michael J. Fromhold
 Secretary

(This Commitment is valid only when Schedules A and B are attached)

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

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form 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.

(This page intentionally left blank)

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.



Ohio Bar Title Insurance Company

A First American Company

ISSUED THROUGH THE OFFICE OF:



OHIO BAR TITLE INSURANCE
COMPANY, A
FIRST AMERICAN
COMPANY

Corporate Office
1 First American Way
Santa Ana, CA 92707
(800) 854-3643

 Ohio Bar Title Insurance Company <i>A First American Company</i>	Commitment for Title Insurance
	BY Ohio Bar Title Insurance Company
Schedule A	16-02-03 ATA

File No.: 16-02-03 ATA

1. Effective Date: February 10, 2016
2. Policy (or Policies) to be issued: AMOUNT
 - a. Proposed Insured:
Winning Bidder at Auction
 - b. Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is fee simple..
4. Title to the fee simple. estate or interest in the land is at the Effective Date vested in:
Rita L. VanSickle, Trustee, by virute of Affidavit filed for record 8/31/2015, Official Reocrd Volume 1373 Page 1521, Delaware County, Ohio Recorder's Office.
5. The land referred to in this Commitment is described as follows:
See Schedule C attached hereto and made a part hereof.

Issuing Agent:
Agent ID No.:
Address: 15 W. Winter St.
City, State, Zip: Delaware, OH 43015
Telephone: (740)363-1213



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

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

 Ohio Bar Title Insurance Company <i>A First American Company</i>	Commitment for Title Insurance
	BY Ohio Bar Title Insurance Company
Schedule BI	16-02-03 ATA

REQUIREMENTS

File No.: 16-02-03 ATA

The following requirements must be satisfied:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
3. Seller, Buyer, Borrower and Lender are notified that this commitment and policy incorporates, by reference, the attached "Closing Disclosure" pursuant to R.C. 1345.031, "Notice of Availability and Offer of Closing Protection Coverage" pursuant to R.C. 3953.32, and "Notice of Availability of Owner's Title Insurance" pursuant to R.C. 3953.30. Said disclosures and notices require signature by the parties, and said signature(s) is/are a condition precedent to the closing of this transaction.
4. Owner's Affidavit covering matters of title in a form acceptable to Acquisition Title Agency Inc.
5. Survey satisfactory to Acquisition Title Agency Inc. to be provided if survey exception is to be deleted from final policy.

 Ohio Bar Title Insurance Company <i>A First American Company</i>	Commitment for Title Insurance
	ISSUED BY Ohio Bar Title Insurance Company
Schedule BII	16-02-03 ATA

EXCEPTIONS

File No.: 16-02-03 ATA

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. For NAIC reporting requirements, this policy covers Residential Real Property.
9. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
10. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
11. Notwithstanding the reference to acreage or square footage in the description of the land in Schedule C, this Policy does not insure nor guarantee the acreage or quantity of land set forth therein.
12. Taxes for first and second half 2015 in the amount of \$152.59 per half are paid. Taxes for subsequent years are undeterminable and a lien.

Land: \$8510 Bldg: \$0 Total: \$8510
Tax Parcel 516-100-01-094-000
13. Taxes for first half and second 2015 in the amount of \$1865.08 per half are paid. Taxes for subsequent years are undeterminable and a lien.

Land: \$58170 Bldg: \$47320 Total: \$105,490

SCHEDULE B - SECTION II
(Continued)

File No.: 16-02-03 ATA

Commitment No.: 16-02-03 ATA

Tax Parcel 516-100-01-095-000

14. Right of Way Easement to Del-Co Water Company, Inc. filed for record 04-18-2002, as described in Official Record Book 194 Page 1276, Delaware County, Ohio Recorder's Office.
15. Grant of Right of Way Easement to Delaware Rural Electric Co-op Inc., filed for record 06/09/1937, Deed Book Volume 191 Page 89, Delaware County, Ohio Recorder's Office.
16. Right of Way Easement to Morrow Electric Co-Operative Inc, filed for record 8/05/1988, Deed Book Volume 503, Page 357, Delaware County, Ohio Recorder's Office.
17. Lease for Oil or Gas for a term of ten years dated 11/15/1946, as described in Lease Volume 11 Page 85, Delaware County, Ohio Recorder's Office.
Affidavit regarding lease expiration filed for record 10/09/1958, Misc Volume 3 Page 217, Delaware County, Ohio Recorder's Office.
Affidavit of Non Development and Non Payment of Rental dated 2/08/1964, Leave Volume 21 Page 84, Delaware County, Ohio Recorder's Office.
18. Oil and Gas Lease to Kermit Blackledge and Associates dated 8/09/1962, Lease Volume 16 Page 351, Delaware County, Ohio Recorder's Office.
Release of Oil and Gas Lease filed 8/14/1969, Lease Volume 32 Page 587, Delaware County, Ohio Recorder's Office.
19. Oil and Gas Lease to Kermit Blackledge and Associates dated 08/09/1962, Lease Volume 17 Page 17, Delaware County, Ohio Recorder's Office.
Release of Oil and Gas Lease filed 8/14/1969, Lease Volume 32 Page 587, Delaware County, Ohio Recorder's Office.
20. Exception of coal, oil, gas, and other minerals granted to Kate Harbert, Fannie E.L. Stout, Laura Maude Rogers, George Aaron Lodge, Kelso Goff Lodge, and Ross Lodge, filed for record June 16, 1927, as described in Deed Book Volume 168 Page 131, Delaware County, Ohio Recorder's Office.
21. Exception of coal, oil, gas, and other minerals granted to Kate Harbert, Fannie E.L. Stout, Laura Maude Rogers, George Aaron Lodge, Kelso Goff Lodge, and Ross Lodge, filed for record August 2, 1948, as described in Deed Book Volume 225 Page 287, Delaware County, Ohio Recorder's Office.
22. The rights of the public in, over, and to so much of the premises as may lie within the bounds of the roadway.

 Ohio Bar Title Insurance Company <i>A First American Company</i>	Commitment for Title Insurance
	ISSUED BY Ohio Bar Title Insurance Company
Schedule C	16-02-03 ATA

File No.: 16-02-03 ATA

Being known as 9520 Porter Central Road , Marengo, Oh 43334

Tract One

Parcel # 516-100-01-094-000

The following real estate, situate in Farm Lot 36, Quarter 1, Township 5, Range 16, USML, Porter Township, Delaware County, Ohio and being described as follows:

Beginning at an iron pipe found on the east line of Lot 36, at the northeast corner of 35.484 acres (see survey in DV 450, page 160), South 0° 15'32" East, 992.23 feet from a post at the northeast corner of Lot 36;

1. Thence South 0°15'32" Esat, along the east line of Lot 36, 141.56 feet to an iron pin set;
2. Thence South 79°31'35" West, 520.52 feet to an iron pin set;
3. Thence South 83°03'05" West, 680.06 feet to an iron pin set;
4. Thence North 82°06'50" West, passing thru an iron pin set at 534.04 feet, a total of 547.4 feet to the center of Porter-Central Road (Township Road 12);
5. Thence North 0°21'47" West, along said road, 226.90 feet to an iron pin found at the northwest corner of the aforesaid 35.484 acres;
6. Thence North 89°27'21" East, passing thru an iron pipe found at 30.00 feet, a total of 1730.35 feet to the point of beginning, containing a 9.693 acres, as surveyed in May 1990 by Thomas M. Tracy, Surveyor #6399, Ohio. North based on Deed Volume 450, Page 160.

Note: Iron pins set are 5/8"x30" with plastic ID cap.

Tract Two

Parcel #516-100--01-095-000

The following described piece of or parcel of land, situated in the Township of Porter, County of Delaware and State of Ohio:

Being a part of Farm Lot 36, Section 1, Township 5, Range 16, US Military Lands, and being more particularly described as follows:

Beginning at an iron pipe found in the centerline of Township Road 12 (Porter-Central Road), where it intersects the north line of Porter Township, Delaware County; said iron pipe also being the northwest corner of Farm Lot 36, (northeast corner of Farm Lot 4);

1. Thence along the line common to Delaware and Morrow County, North 89°27'21" East a distance of 1732.50 feet to a corner post found at the northwest corner of a 56.155 acre tract of land now or formerly owned by Terrence and Shirley Dunahugh as described in Deed Book 381, pages 165 and 166;
2. Thence along the westerly line of said 56.155 acre tract of land, South 00°15;32: East a distance of 992.23 feet to an iron pipe set;
3. Thence South 89° 27'21" West (passing an iron pipe set at 1700.70 feet) a total distance of 1730.70 feet to an iron pipe set in the centerline of said Township Road 12; said iron pipe being approximately 9.0 feet east of center of pavement, and being 52.52 feet north of an axle found at the intersection of Township Road 62 (Kenny Road);
4. Thence along the centerline of said Township Road 12, (also being the line common to Farm Lots 4 and 36), North 00°21'47" West a distance of 992.22 feet to The Place of Beginning.

Containing 39.442 acres more or less, subject to all easements, restrictions and rights of way of record.

Form 5711639-C (8/1/09)	ALTA Commitment (6-17-06) Ohio - Schedule C (VANSICKLE AUCTION.PFD/16-02-03 ATA/2)
-------------------------	--

SCHEDULE C - PROPERTY DESCRIPTION
(Continued)

File No.: 16-02-03 ATA

Commitment No.: 16-02-03 ATA

All iron pipes set are 1" O.D. iron pipes with yellow plastic caps stamped STULTS & ASSOC.

Previous source of title Official Record Book 1373 Page 1521.

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Alan R. & Rita L. Vansickle Trustees of the Vansickle Family Revocable Living Trust, hereinafter called grantors, in consideration of One Dollar (\$1.00) and other good and valuable considerations paid by DEL-CO WATER COMPANY, INC., hereinafter called the grantee, the receipt and sufficiency of which is hereby acknowledged, does grant, bargain, sell and convey to said grantee, its successors and assigns, an easement, a portion of which is temporary and a portion of which is perpetual with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water lines, valves, fittings, meters, and accessories over and across the following lands owned by the grantors in the State of Ohio, County of Delaware, and Township of Porter, and more particularly described as follows, to wit:

Parcel Number	R-T-S-farm lot	Acres
516-100-01-094-000	16-5-1 a part of farm lot 36	9.693±
516-100-01-095-000	16-5-1 a part of farm lot 36	39.44±

which property is located in on the East side of Porter Central Road and mailing address of which property is 9520 Porter Central Road together with the right of ingress and egress over the grantors' adjacent lands, the purpose of which the above mentioned rights are granted.

The temporary easement which is for construction purposes is to terminate upon the completion of construction and is limited to 25 feet in width, being 12 1/2 feet on each side of and parallel with the proposed centerline of the water line. The permanent easement hereby granted is limited to 12 feet in width, being 6 feet on each side of and parallel with the centerline of the water line as finally laid and constructed across the lands of the within grantors, said lines to be constructed as near as possible to the right-of-way of Porter Central Road or within existing utility easements.

The grantee shall pay any damages which may arise to crops, as well as to repair any damages to fences, drainage or field tile, driveways, or other structures from the laying, maintaining, operating, repairing, replacing, and final removal of said water line and shall grade, seed, and mulch any ground area disturbed by grantee. Said damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by grantors, one to be appointed by the grantee, and the third appointed by the two appointed as aforesaid, and their word shall be final and conclusive.

This agreement, together with other provisions of this grant, shall constitute a covenant, running with the land for the benefit of the grantee, its heirs, successors, and assigns. The grantors covenant that they are the owners of the above-described lands, and said lands are free and clear of all encumbrances, except mortgages, leases, easements, and restrictions of record.

IN WITNESS WHEREOF, the said Alan R. & Rita L. Vansickle who hereby release their respective right and expectancy of dower in said premises, have hereunto set their hands this 19th day of March, 2003.

Signed and acknowledged in the presence of:

Witness Tim Aldridge

Printed Name Tim Aldridge

Witness David A. Wolf

Printed Name David A. Wolf

Alan R. Vansickle (Trustee)

Rita L. Vansickle (Trustee)

200200018242 Filed for Record in DELAWARE COUNTY, OHIO KAY E. CONKLIN 04-18-2002 03:43 PM. EASEMENT 14.00 OR book 194 Page 1276 - 1276

STATE OF Ohio

Delaware County

On this 19th day of March, 2003, before me, a Notary Public in and for said county, personally came Alan R. & Rita L. Vansickle, the grantors in the foregoing easement, who acknowledge that the signing thereof to be their voluntary act and deed.

Witness my official signature and seal on the day last aforesaid.

Prepared by: Del-Co Water Co., Inc. 6773 Olentangy River Road Delaware, Ohio 43015

Notary Public David A. Wolf

form A

Delaware County The Grantor Has Complied With Section 319.202 Of The R.C. DATE 4/18/02 Transfer Tax \$100



DAVID A. WOLF NOTARY PUBLIC, STATE OF OHIO MY COMMISSION EXPIRES 1-17-2006

200200018242 DEL-CO WATER CO BOX

98
89

DB 191

No. 18700

Grant of Right-of-Way

Fannie S. Stout

KNOW ALL MEN BY THESE PRESENTS: That.....

..... in consideration of One Dollar and other valuable consideration, to paid by..... Delaware..... RURAL ELECTRIC CO-OPERATIVE, INC., granted, the receipt whereof is hereby acknowledged, do..... hereby grant, bargain, sell, and convey to said..... Delaware..... RURAL ELECTRIC CO-OPERATIVE, INC., its successors and assigns forever, the perpetual right and easement to erect and maintain electric lines, consisting of conduit, cables, poles, wires, and distributing appliances, for the purpose of distributing, transmitting, and using electricity, on, over, under and across the following real estate, to-wit:

About 240 acres bounded on west by Geo. King Farm & South by Howard Farm..... east
The route to be taken by said lines across said lands shall be as follows: Along the..... side of the.....
Blackledge road as now or hereafter located.
and 1 foot each side of road line.

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

This easement shall be in full force and effect provided construction shall be begun on or before the 31 day of December 1917.

Signed this 26 day of March 1916.

Signed and acknowledged in the presence of:

Kermit Blackledge..... Fannie S. Stout
J. J. Callahan.....

STATE OF OHIO

DELAWARE COUNTY } ss.

Do it remembered, that on this 12 day of Aug. 1916, personally appeared before me, the undersigned, a Notary Public in and for said County, the above named Fannie S. Stout grantor..... in the foregoing grant, and acknowledged the execution thereof to be their voluntary act and deed.

IN TESTIMONY WHEREOF: I have hereunto signed my name and affixed my official seal the day and year last mentioned above.
Notary Public Delacy Carney..... Delaware County, Ohio.
(SEAL)

Filed May 25, 1917 9: A. M. Recorded June 9, 1917 Fee 35c

Recorder Floyd W. Fleaming

No. 18701

Grant of Right-of-Way

Mrs. E. L. Weaver

KNOW ALL MEN BY THESE PRESENTS: That.....

..... in consideration of One Dollar and other valuable consideration, to paid by..... Delaware..... RURAL ELECTRIC CO-OPERATIVE, INC., granted, the receipt whereof is hereby acknowledged, do..... hereby grant, bargain, sell, and convey to said..... Delaware..... RURAL ELECTRIC CO-OPERATIVE, INC., its successors and assigns forever, the perpetual right and easement to erect and maintain electric lines, consisting of conduit, cables, poles, wires, and distributing appliances, for the purpose of distributing, transmitting, and using electricity, on, over, under and across the following real estate, to-wit:

Weaver Farm 110 acres R. 10, T. 5, S. 2, Lot Survey 5 & 7..... south
The route to be taken by said lines across said lands shall be as follows: Along the..... side of the.....
Weaver road as now or hereafter located.
and 1 foot each side of road line.

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

This easement shall be in full force and effect provided construction shall be begun on or before the 31 day of December 1917.

Signed this 15 day of April 1916.

Signed and acknowledged in the presence of:

Kermit Blackledge..... Mrs. E. L. Weaver
J. J. Callahan.....

STATE OF OHIO

DELAWARE COUNTY } ss.

Do it remembered, that on this 11th day of Aug. 1916, personally appeared before me, the undersigned, a Notary Public in and for said County, the above named Mrs. E. L. Weaver grantor..... in the foregoing grant, and acknowledged the execution thereof to be her voluntary act and deed.

IN TESTIMONY WHEREOF: I have hereunto signed my name and affixed my official seal the day and year last mentioned above.
Notary Public Delacy Carney..... Delaware County, Ohio.
(SEAL)

Filed May 25, 1917 9: A. M. Recorded June 9, 1917 Fee 35c

RIGHT-OF-WAY EASEMENT - ELECTRIC FACILITIES (UNDERGROUND)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (whether one or more), for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to MORROW ELECTRIC CO-OPERATIVE, INC., an Ohio corporation (hereinafter called "Morrow Electric") whose post office address is - P.O. Box 111, Mt. Glead, Ohio 43338, and to its successors and assigns, the right to enter upon the lands and property of the undersigned, situated in the Township of Porter, Delaware County, State of Ohio, and more particularly described as follows:

A tract of land containing 39.442 acres known as the Rita Creighton VanSickle and Alan R. VanSickle property as being situated in Porter Township, Delaware County, State of Ohio: Being part of Section 1, Farm Lt 36, Range 16 as being recorded in the Delaware County Courthouse in Delaware, Ohio in Deed Volume 450, Pages 161-162-163.

This easement grants Morrow Electric the right to enter upon said lands and therein to lay, construct, reconstruct, relocate, rephase, repair, operate and maintain on or under the above described lands, sub-surface or underground, electric distribution lines together with usual fixtures and appurtenances as may by grantee from time to time be deemed necessary for or in connection with the underground distribution of electric current.

It is understood and agreed by and between the parties hereto that:

The grantors reserve the right to cultivate or otherwise use said lands in any way not inconsistent with the full use of the rights granted herein; provided, however, that (a) no building, structure, or tree shall be placed by the grantors within ten (10) feet of the centerline of the company's facilities except fences, (b) no excavations deeper than 18 in. shall be made within ten (10) feet of said centerline, and (c) all wires and facilities, installed by the cooperative, shall remain the property of the cooperative, removable at the option of the cooperative upon termination of service.

and to construct, reconstruct, rephase, relocate, repair, extend, operate and maintain on, over, across, under, and through the above described lands and property and/or all streets, roads or highways abutting said land and property, electric transmission and/or distribution lines or systems; to make such excavation as may be reasonably necessary to carry out the foregoing acts in respect to any underground lines or systems; to cut, trim and control the growth of by chemical means, machinery or otherwise vegetation that may interfere with or threaten to endanger the operation and maintenance of said lines or systems; and to license, permit, or otherwise agree to the joint use or occupancy of the lines or systems by any other person, association or corporation, for electrification, telephone or other utility purposes.

The undersigned agrees that all poles, wires and other facilities including any main service entrance equipment, installed on, over, across, under, or through the above described lands and property at Morrow Electric's expense shall remain the property of Morrow Electric, removable at its option, upon termination of service to said lands or property.

It is covenanted by the undersigned that the undersigned is the owner of the above described lands and property and that said lands and property are free and clear of encumbrances and liens of whatsoever character except

and the lien of current taxes.

IN WITNESS WHEREOF, the hand of the undersigned has been set this 30th day of June 19 88

Signed and delivered in the presence of:

Delaware County The Grantor has complied with Section 319.202 of the R.C. Date 5-27-88 Transfer Tax Paid None TRANSFERRED OR TRANSFER NOT NECESSARY David R. Thomas, Auditor By: [Signature]

[Signature] as to both signatures Witness

[Signature] Rita Creighton VanSickle Owner

[Signature] as to both signatures Witness

[Signature] Alan R. VanSickle Owner

STATE OF OHIO } COUNTY OF Delaware } SS:

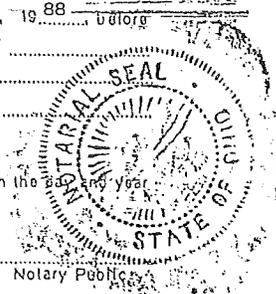
BE IT REMEMBERED, that on this 30th day of June 19 88 before

me, the subscriber, a Notary Public in and for said County, personally came the above named Rita Creighton VanSickle and Alan R. VanSickle - Married -

In the foregoing easement and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the

Notary Public stamp for Charisse L. Haas, Notary Public, State of Ohio, My Commission Expires Jan. 27, 1992. Includes recording information: FILED FOR RECORDED AUG - 2 1988, RECORDED August 5 1988, Deed, VOL 503, PAGE 357.



Morrow Electric Cooperative, Inc. Porter, Ohio 43338

CHARISSE L. HAAS NOTARY PUBLIC, STATE OF OHIO MY COMMISSION EXPIRES JAN. 27, 1992. VanSickle, Rita Creighton and Alan R. Morrow Electric Cooperative Inc Easement

LIBEL 0503 PAGE 357

For Affidavit of Non-Development & Non-Payment of Rental, see Line 21-7-84
For Affidavit concerning this lease, see Misc. 12-3-P-257

LEASE FOR OIL OR GAS

AGREEMENT TO LEASE AND CONVEYANCE UNDER STATUTE
THIS AGREEMENT TO LEASE AND CONVEYANCE UNDER STATUTE
MADE THIS 15th day of March 1954

Between
Lester
and
Lester
of the County of
State of
and
Lester
of the County of
State of

Witness my hand and seal this 15th day of March 1954

Witness my hand and seal this 15th day of March 1954

Witness my hand and seal this 15th day of March 1954

Witness my hand and seal this 15th day of March 1954

Witness my hand and seal this 15th day of March 1954

Witness my hand and seal this 15th day of March 1954

Witness my hand and seal this 15th day of March 1954

Witness my hand and seal this 15th day of March 1954

Witness my hand and seal this 15th day of March 1954

Witness my hand and seal this 15th day of March 1954

Witness my hand and seal this 15th day of March 1954

Witness my hand and seal this 15th day of March 1954

Witness my hand and seal this 15th day of March 1954

Witness my hand and seal this 15th day of March 1954

Witness my hand and seal this 15th day of March 1954

Witness my hand and seal this 15th day of March 1954

Witness my hand and seal this 15th day of March 1954

Witness my hand and seal this 15th day of March 1954

Witness my hand and seal this 15th day of March 1954

Witness my hand and seal this 15th day of March 1954

11/2/1946

LEASE
OIL AND GAS

1946

70

NOV 15 1946

at 105 West 1st

THE W. H. HARRISON CO.
LAW PUBLISHERS
CHICAGO, ILL.

89

[Faint, mostly illegible text, possibly a signature or address block]

AFFIDAVIT

State of Ohio

Date *Sept. 13, 1958*

County of Knox

Charles Owen Stout, being duly sworn says that he is the husband of Fannie E. L. Stout, deceased, and that he was one of the parties of the first part to a certain Lease for Gas and Oil, dated November 19, 1946, and recorded November 19, 1946, in the Lease Record of Delaware County, Volume 11, page 86, said lease to be for period of ten (10) years and longer if oil or gas was found in paying quantities at the leased premises, bounded and described as follows: NORTH by the lands of Catherine O. Stout, EAST by the lands of H. Luff and Rev. Blankenship, WEST by Mr. Eney and Mr. Howard, and SOUTH by M. Weaver and Halley; said operations were to begin within one year from date, to wit: November 30, 1946.

Affiant further says that operations were begun within one year and further that no oil or gas was found in paying quantities within the said period of ten (10) years and that the lease expired on November 19, 1956, and is now of no effect and should be so shown on the records of Delaware County, Ohio.

Charles Owen Stout
 sworn to and subscribed in presence of me this 13th day of September, 1958.

R. A. Witche
505 Dover Court
Delaware County, Ohio

Notary Public
 State of Ohio
 My Commission Expires _____

MAIP

LV 21

84

AFFIDAVIT OF NON DEVELOPMENT AND NON PAYMENT OF RENTALS

84

STATE OF OHIO
COUNTY OF Delaware

Charles Stutz hereby duly sworn, deposes and says
that he is the present owner of the following described tract of land in
Delaware County, State of Ohio

Said owner of the above described land, said County, Delaware
in Section _____ Township _____ Range _____
and containing 240 acres, more or less

That since 1900 there has been no well drilled upon said land,
nor any oil or gas produced therefrom, and that none of the rentals, accruing
under and by virtue of the terms of an oil and gas lease between said lessor and
E. M. Stutz & Edward Walters, and dated May 21, 1910, have been paid
or tendered to default of said lessors, or his assigns.

Affiant further states that by reason of non-compliance with the terms
of said lease by lessor and his assigns, affiant hereby declares said lease
forfeited, and will not, by acceptance of rentals, or in any other manner,
recognize the same as a valid or existing lease.

[Signature]
[Signature]
Charles Stutz

STATE OF OHIO
COUNTY OF Delaware

BE IT REMEMBERED, that on the 8 day of February, A.D. 1924
before me, a Notary Public in and for said County and State, personally appeared

Charles Stutz
to me known to be the identical person described in and who executed the within
and foregoing instrument and acknowledged to me that he executed
the same as his free and voluntary act and deed for the uses and purposes
therein set forth.

IN WITNESS WHEREOF, I have hereunto set my office of signature and
affixed my notarial seal, the day and year first written above.

My commission expires Jan 1 1925
[Signature]
Notary Public
E. E. Samra, Notary
Delaware County, Ohio
My commission expires Jan 1 1925

95436

OIL AND GAS LEASE

351

EXHIBIT A

OIL AND GAS LEASE

THIS OIL AND GAS LEASE is made this 1st day of March 1953, between the undersigned Lessor, *John H. Adams, Sr.* and the undersigned Lessee, *W. H. Jones, Jr.*

WITNESSETH that the Lessor has read the foregoing Lease and knows the contents thereof and that he has signed and delivered the same to the Lessee as a free and voluntary act and deed.

IN WITNESS WHEREOF, the Lessor has hereunto set his hand and seal of office at *St. Louis, Missouri* this 1st day of March 1953.

John H. Adams, Sr.
 Mayor of St. Louis

WITNESSETH that the Lessee has read the foregoing Lease and knows the contents thereof and that he has signed and delivered the same to the Lessor as a free and voluntary act and deed.

IN WITNESS WHEREOF, the Lessee has hereunto set his hand and seal of office at *St. Louis, Missouri* this 1st day of March 1953.

W. H. Jones, Jr.
 Mayor of St. Louis

WITNESSETH that the Lessor and Lessee have read the foregoing Lease and know the contents thereof and that they have signed and delivered the same to each other as a free and voluntary act and deed.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their hands and seals of office at *St. Louis, Missouri* this 1st day of March 1953.

John H. Adams, Sr.
 Mayor of St. Louis

W. H. Jones, Jr.
 Mayor of St. Louis

For Release of this Lease see Lease Vol. 32 Page 587

STATE OF OHIO, COUNTY OF Harrison, ss:
I, the undersigned, Judge of the Probate Court for said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of said Court.

Witness my hand and the seal of said Court at Cincinnati, Ohio, this 10th day of October, 1911.
C. J. [Signature]
Judge of Probate

STATE OF OHIO, COUNTY OF Harrison, ss:
I, the undersigned, Judge of the Probate Court for said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of said Court.

Witness my hand and the seal of said Court at Cincinnati, Ohio, this 10th day of October, 1911.
C. J. [Signature]
Judge of Probate

County of San Diego, State of California, 1988, before me
a Notary Public in and for said County, personally 354

Allen P. Maguire & Family for Eugene

The abovesigned names within, and the acknowledged execution of the foregoing instrument to be Allen voluntarily and need for the uses and purposes therein contained.

Witness my hand and seal this 1st day of August, 1988, at San Diego, California.

Notary Public
STATE OF California, COUNTY OF San Diego, 1988

County of San Diego, State of California, 1988, before me
a Notary Public in and for said County, personally

The abovesigned names within, and the acknowledged execution of the foregoing instrument to be Allen voluntarily and need for the uses and purposes therein contained.

Witness my hand and seal this 1st day of August, 1988, at San Diego, California.

Notary Public
STATE OF California, COUNTY OF San Diego, 1988

355

State of New York, County of Sullivan, ss. I, Charles H. Taylor, Clerk of the County, do hereby certify that the within and foregoing is a true and correct copy of the original of the same as the same appears from the records of the County of Sullivan, New York.

Witness my hand and office, my official seal of the County of Sullivan, New York, this 28th day of August, 1934.

Charles H. Taylor
Clerk of the County of Sullivan, New York

Notary Public for Sullivan County, New York
My Commission Expires August 28, 1936

State of New York, County of Sullivan, ss. I, Charles H. Taylor, Clerk of the County, do hereby certify that the within and foregoing is a true and correct copy of the original of the same as the same appears from the records of the County of Sullivan, New York.

Witness my hand and office, my official seal of the County of Sullivan, New York, this 28th day of August, 1934.

Charles H. Taylor
Clerk of the County of Sullivan, New York

Notary Public for Sullivan County, New York
My Commission Expires August 28, 1936

STATE OF OHIO, COUNTY OF KNOX
 I, the undersigned, Clerk of the Court, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the Court.

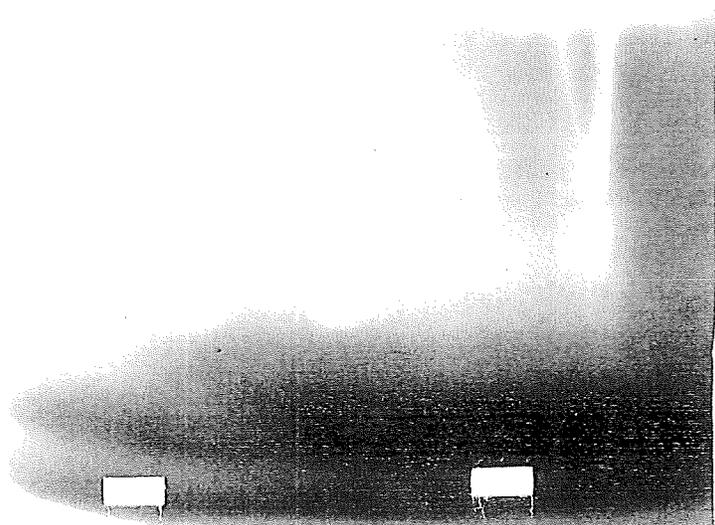
WITNESSED my hand and the seal of the Court at Columbus, Ohio, this 9th day of August, 1904.
 Charles O. Stout

Attest:
 C. S. [Signature]
 Clerk of the Court

Witness my hand and the seal of the Court at Columbus, Ohio, this 9th day of August, 1904.
 [Signature]
 Clerk of the Court

Witness my hand and the seal of the Court at Columbus, Ohio, this 9th day of August, 1904.
 [Signature]
 Clerk of the Court

This is a true and correct copy of the original as the same appears in the records of the Court.



MAH
Kermit Blackledge
Sunbury, Ohio

25409

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	Aug 11 1969
19	AT 3:10 O'CLOCK P.M.
RECORDED	Aug. 14 1969
Lease	RECORD.
VOL. 32	PAGE 587
Dorothy Conant	
COUNTY RECORDER	
FEE \$ 6-50	J.H.

RELEASE OF OIL AND GAS LEASE'S
STATE OF OHIO
COUNTY OF DELAWARE

KNOWN ALL MEN BY THESE PRESENTS

THAT the undersigned KERMIT BLACKLEDGE AND ASSOCIATES, of
RD#1 Sunbury, Ohio does hereby, release all its right, title and
interest in, and to, the oil and gas lease's described as follows:

Lease	No. Acres	Date	Vol/Pg.
→ Kermit Blackledge	100	2/19/62	16/206
→ Stanley and Margaret Cockrell	100	2/19/62	16/212
→ Paul and Eva Elfrink	63	2/19/62	16/208
→ Arthur and Virginia Kenney	213	2/19/62	16/210
→ Selcie and Frankie Sparks	25	2/19/62	16/93
→ Noah and Myrtle Salyers	127	2/20/62	16/107
→ Fannie Stout, etal	236	8/9/62	16/357
→ Charles O. Stout,	236		16/149
→ Charles L. and Eunice Stoute	236		17/17
→ Esther A and Dorsey Batton etal	236		16/351
→ Clanton R and Lois Lodge et al	236		17/15

In Witness Whereof, the undersigned has signed and sealed this
instrument the 11 day of August, 1969

Signed and acknowledge in the presents of

Stanley Cockrell
Stanley Cockrell

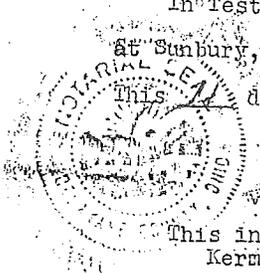
Kermit Blackledge and Associates
Kermit Blackledge
Kermit Blackledge Agent

STATE OF OHIO
COUNTY OF DELAWARE

BEFORE ME, a Notary Public, in and for said
county and state, on this day personally appeared Kermit Blackledge
who acknowledge to me that he did sign the foregoing instrument and that
the same is his free act and deed.

In Testimony Whereof, I have set my hand and official seal,
at Sunbury, Ohio.

This 11 day of August, 1969



This instrument prepared by
Kermit Blackledge

Stanley Cockrell
Notary Public
STANLEY COCKRELL
Notary Public, Delaware Co., Ohio
My Commission Expires May 3, 1971

STATE OF MISSISSIPPI
COUNTY OF JEFFERSON

18

18

Notary Public in and for the State of Mississippi, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the said party and that the same is a true and correct copy of the original as shown to me by the said party.

Witness my hand and the seal of my office this 14th day of February, 1964.
Notary Public in and for the State of Mississippi.
W. J. [Signature]

STATE OF MISSISSIPPI
COUNTY OF JEFFERSON

Notary Public in and for the State of Mississippi, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the said party and that the same is a true and correct copy of the original as shown to me by the said party.

Witness my hand and the seal of my office this 14th day of February, 1964.
Notary Public in and for the State of Mississippi.
W. J. [Signature]

Notary Public in and for the State of Mississippi, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the said party and that the same is a true and correct copy of the original as shown to me by the said party.

90427
OIL AND GAS LEASE
[Handwritten signatures and text]

THE STATE OF MISSISSIPPI, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the said party and that the same is a true and correct copy of the original as shown to me by the said party.

by deed dated April 14th, 1916, recorded in Vol. 141, page 79, Records of Deeds of Delaware County, Ohio.

Frank Maria Carpenter

Grace Leona Walker

Sworn to and subscribed before me and in my presence this 6th day of June, 1927.

Harry W. Crist
Notary Public

Seal.

Received, June 15" 1927 at 5:10 P.M.
Recorded, June 16" 1927
Fee, \$3.65
Transfer~~ment~~ not necessary
W.J. Klein, Auditor

Earl A. Sussner
County Recorder

#84

Morgan R. Lodge

to

Fannie E.L. Stout

KNOW ALL MEN BY THESE PRESENTS: That Morgan R. Lodge, a widower, of Harrison County, West Virginia, in consideration of the sum of One (\$1.00) Dollar to him in hand paid by Fannie E.L. Stout, of Delaware County, Ohio, and other valuable consideration, doth hereby grant, bargain, sell and convey to the said Fannie E.L. Stout,

her heirs and assigns forever, subject to the exceptions and reservations hereinafter contained, the following real estate, situate in the County of Delaware, State of Ohio, and in the Township of Porter, and bounded and described as follows:

First Tract: Being Lot No. 35 in the first quarter 5 Township and 16" Range of the lands appropriated for satisfying military land warrants for Revolutionary services. Estimated to contain one hundred acres of land. And being the same land conveyed to first party by Arthur O. Leach and others by deed dated the 25th day of June, 1913, recorded in Deed Book No. 141, page 116, Recorder's Office, Delaware County, Ohio,

Second Tract: Known as lot number thirty six (36), in the first quarter of the fifth township and sixteen range, containing by estimation one hundred and four and twenty one twenty-fifth (104-21/25) acres.

Third Tract: Situated in same section, township and range, and part of farm lot thirty seven (37); commencing at point "A" the Northwest corner of lot 37; in the division line of section one (1) and two (2), and to state road from Reynoldsburg to Mt. Giload; thence east on the west line of said lot 37, one hundred and four and 56/100 (104.56) perches to the northeast corner of said lot 37 at point "B"; thence south eight and one half (8 1/2) perches on the east line of said lot to the center of the Cuyahoga State road at point "C"; thence south westerly along the center of the Cuyahoga road as now traveled, one hundred and forty and 81/100 (140.81) perches to point "A", at the junction of the roads; thence north along the section line and state road one hundred and two and one-sixteenth (102-1/16) perches to the place of beginning at point "A" on the plat of said lot thirty seven (37). EXCEPTING a tract out of the south west corner of said lot thirty seven (37) containing five (5) acres. The number of acres conveyed by this deed in lot No. 37 being thirty one and fifty-two one hundredths (31-52/100) acres. The said last two described tracts of land being the same land conveyed to first party by Nelson Goff Lodge by deed dated the 8th day of April, 1914, recorded in deed book No. 142, page 550, Recorder's Office

6-3-1927
Morgan R. Lodge

Delaware County, Ohio.

There is excepted and reserved from the above three tracts of land all of the coal, oil and gas and other minerals, with the right to operate for same, all of which, at the death of the said first party, is to go to his six children, namely: Kate Harbert, Fannie E.L. Stout, Laura Maude Rogers, George Aaron Lodge, Melno Goff Lodge and Ross Lodge, each an one-sixth (1/6) thereof. And the said party of the first part reserves and retains the said property above described during his natural life, together with all the rents, issues and profits therefrom.

To have and to hold said premises with all the privileges and appurtenances thereto belonging to the said Fannie E.L. Stout, her heirs and assigns forever, subject to the exceptions and reservations above contained, and the said Morgan R. Lodge, for himself and his heirs doth hereby covenant with the said Fannie E.L. Stout, her heirs and assigns, that he is lawfully seized of the premises aforesaid; that the said premises are free and clear from all encumbrances whatsoever. And that he will forever warrant and defend the same with the appurtenances unto the said Fannie E.L. Stout, her heirs and assigns against the lawful claims of all persons whatsoever, except as above.

In Witness Whereof, the said Morgan R. Lodge has hereunto set his hand and seal this 4th day of June, in the year of our Lord one thousand nine hundred and twenty seven.

Signed and acknowledged in the presence of:

Maude L. Rogers

Morgan R. Lodge (SEAL)

George Aaron Lodge

STATE OF WEST VIRGINIA, }
COUNTY OF HARRISON, } To-wit:

Be it remembered that on this 4th day of June, A.D. 1927, before me, the subscriber, a Notary Public in and for the said County, personally came the above named Morgan R. Lodge, the grantor in the foregoing deed, and acknowledged the signing of the same to be his voluntary act and deed for the use and purposes therein mentioned.

In testimony whereof I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Seal.

Norman D. Sutton
Notary Public of Harrison County, West Virginia
My commission expires the April 20, 1930

Received, June 15th 1927 at 3:15 P.M.
Recorded, June 16th 1927
Fee, \$1.20
Transferred June 15, 1927
W.J. Main, Auditor

Earl A. Sisson
County Recorder

Warranty Herd

WARRANTY HERD

THIS WARRANTY IS GIVEN BY THE SELLER TO THE BUYER OF THE CATTLE AND HORSES...

of the purchase of the cattle and horses... to the satisfaction of the buyer...

of the purchase of the cattle and horses... to the satisfaction of the buyer...

that the cattle and horses... are of the breed and color...

and the seller warrants that the cattle and horses... are of the breed and color...

and the seller warrants that the cattle and horses... are of the breed and color...

and the seller warrants that the cattle and horses... are of the breed and color...

and the seller warrants that the cattle and horses... are of the breed and color...

and the seller warrants that the cattle and horses... are of the breed and color...

and the seller warrants that the cattle and horses... are of the breed and color...

and the seller warrants that the cattle and horses... are of the breed and color...

Purchase Contract

CONTRACT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your Realtor)

DATE: _____

1. **PROPERTY DESCRIPTION:** The undersigned buyer (Buyer) agrees to purchase from the undersigned owner (Seller) agrees to sell (Contract) through **United County Real Estate and Auction Services, LLC** (Broker), the following described real estate in _____, _____ County, Ohio, and known as: _____ (Real Estate).
2. **PRICE AND TERMS:** Buyer agrees to pay the amount of the high bid \$ _____ plus the buyer premium of \$ _____ for a **Total Purchase Price of \$ _____** for the Real Estate as follows: A **non-refundable** (except in the case of a non-marketable title) down payment (Down Payment) of \$ _____ must be deposited at the time of the Auction, and will be applied toward the Purchase Price. The Down Payment shall be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. This Down Payment is not an Earnest Money deposit as contemplated by R.C. 4535.24. In the event this Contract does not close for any reason other than as agreed, Buyer agrees that the Down Payment shall be disbursed by Broker to Seller five (5) days from Closing Date unless Broker is previously notified in writing by Buyer that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.
3. **BALANCE & CLOSING:** The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before _____ (Closing Date). The Closing Date shall be automatically extended up to 30 days if Auctioneer deems necessary. Buyer will close through _____. If Buyer does not close on or before scheduled Closing Date, Seller may, at Seller's option, extend the Closing Date in consideration for a sum of \$ _____ per day after original Closing Date.
4. **CLOSING COSTS:** The Buyer, Seller shall be responsible for all transfer taxes, recording fees, title search, owner's title insurance premium and deed preparation. Seller is responsible for real estate tax prorata, mortgage releases and will convey a good and marketable title. The Buyer Seller split 50/50, is responsible for survey cost, if a survey is required for a transfer. ***Buyer is responsible for all other costs associated with closing.**
5. **TERMS:** The Real Estate sells: to the highest bidder regardless of price, **OR** subject to the Seller's confirmation.
6. **FIXTURES AND EQUIPMENT:** The consideration shall include any fixtures, including but not limited to built-in appliances; heating, central air conditioning, and humidifying equipment and their control apparatuses; stationary tubs; pumps; water softening equipment; roof antennae; attached wall-to-wall carpeting and attached floor coverings; curtain rods, window coverings and all existing window treatments; attached mirrors; all light fixtures; bathroom, lavatory and kitchen fixtures; storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the Premises or in storage; garage door openers and controls; attached fireplace equipment; security systems and controls; smoke alarms, satellite TV reception system and components; all exterior plants and trees, all landscaping lights and controls; and the following: _____
7. **OBTAINING FINANCING:** This Contract to Purchase is **not contingent** upon the Buyer obtaining financing. There are no Buyer contingencies.
8. **BINDING OBLIGATION:** Buyer is buying the property **As-Is, Where-Is and without Recourse**. If Buyer fails to close for any reason whatsoever, except a nonmarketable title, Buyer voluntarily agrees to forfeit entire Down Payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the Real Estate. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Buyer fails to perform according to the terms of this Contract, the Down Payment shall be forfeited without affecting any of Seller's further remedies. Either party may demand specific performance of this Contract.

Buyer Initial Seller Initial

9. **SELLER'S CERTIFICATION:** Seller certifies to Buyer that, to the best of Seller's knowledge: (a) there are no undisclosed latent defects; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except _____; (c) there are no City, County or State orders that have been served upon Seller requiring work to be done or improvements to be made which have not been performed, except _____ Inspections regarding habitability and use of the Real Estate shall be the responsibility of the Buyer. All Inspections must be completed prior to Auction. BUYER IS RELYING SOLELY UPON HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE BROKER/AUCTIONEERS/REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.
10. **INDEMNITY:** Seller and Buyer recognize that the AUCTIONEERS/BROKERS are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents.
11. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by _____ deed with release of dower right, if any, AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and state law. Title shall be free and unencumbered as of Closing Date, except restrictions and easements of record and except the following assessments (certified or otherwise): _____
If title to all or part of the real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted above, Buyer must notify the Seller or Seller's Broker in writing of the objection to the title no less than ten (10) calendar days prior to the Closing Date. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within (30) calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in the termination of this Contract. Seller is not obligated to incur any expense in curing Buyer's objection, in the event that the cure of the objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.
12. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on delivery of possession to Buyer, the Real Estate shall be in the same condition as it is on the date of this Contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing Date, the Real Estate shall not be repaired or restored by and at the Seller's expense, to a condition as good as it was prior to the damage or destruction, then Buyer, at his option, may terminate this Contract by written notice to Seller and the Down Payment Shall be returned to Buyer. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Buyer. In addition, the Buyer also has an insurable interest in the Real Estate from date of this Contract. Buyer is hereby notified that insurance should be placed upon the Real Estate immediately to protect Buyer's interest.
13. **DISCLOSURE:** Buyer Seller Neither Buyer nor Seller - is a licensed Real Estate Broker or Salesperson.
14. **POSSESSION:** Possession shall be given at closing, _____ days after closing at _____ AM PM subject to Tenant's Rights, with deed. Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities. No work may be done at the Real Estate by the Buyer until possession is given.
15. **AGENCY DISCLOSURE STATEMENT:** Real Estate is being sold through United Country Real Estate and Auction Services, LLC. Buyer and Seller acknowledge having reviewed and signed the Agency Disclosure Statement.
16. **TAXES:** The real estate taxes for the Real Estate for the current year may change as a result of the transfer of the Real Estate or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may

_____,
Buyer Initial Seller Initial

be subject to retroactive change by governmental authority. Seller shall pay or credit at closing: (a) all delinquent taxes, including penalty and interest; (b) all assessments which are a lien on the Real Estate as of the date of the Contract; (c) all agricultural use tax recoupments for years prior to the year of closing; (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365 day year. If taxes are undetermined for the year of closing, the proration shall be based on the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified.

17. NOTICES TO THE PARTIES:

- A. Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. The parties are hereby advised, and the parties acknowledge that they should seek professional expert assistance and advice in matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc.
- B. Ohio Fair Housing Law: 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.
- C. By bidding, the Buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential Property Disclosure Form and their right to rescind the Contract under R.C. 5302.30.
- D. Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall not rely on the Seller.

18. MISCELLANEOUS:

- A. This Real Estate is being sold at Public Auction, without recourse. Personal on-site inspection/s of the Real Estate or properties is strongly recommended.
- B. The Real Estate will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues.
- C. Information contained online was obtained by sources deemed reliable. However, neither United County Real Estate and Auction Services, LLC nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Buyer should carefully verify all items and make their own decision as to the accuracy thereof before relying on same.
- D. The Seller and Broker reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
- E. This Contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this Contract shall be made in writing signed by the party giving such notice.
- F. Time is of the essence regarding all provisions of this Contract. Whether or not so stated elsewhere in this Contract, no deadline or time period under this Contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not reduce the effect of this paragraph as to any other provision of this Contract.

Buyer Initial Seller Initial

19. **OTHER TERMS:** _____

20. **DEED TO:** (Print) _____

21. **EXPIRATION AND APPROVAL:** Provided this offer is subject to Seller's confirmation pursuant to Paragraph 5 above, this offer is void if not accepted by Seller in writing on or before _____ AM PM EST on the _____ day of _____, 20____.

The Buyer has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.

Print

Sign

Date

BUYER: _____

BUYER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

22. **ACTION BY SELLER:** For Real Estate selling to the highest bidder regardless of price, the undersigned Seller has read and fully understands the foregoing offer and hereby accepts said offer and agrees to convey the Real Estate according to the above terms and conditions.

For Real Estate selling subject to the Seller's confirmation, the undersigned Seller has read and fully understand the forgoing and hereby: accepts said offer and agrees to convey the Real Estate according to the above terms and conditions, rejects said offer, or counteroffers according to the modifications initialed by Seller or as attached hereto. Counteroffer shall become null and void if not accepted in writing on or before _____ AM PM EST on the _____ day of _____, 20____.

Print

Sign

Date

SELLER: _____

SELLER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

23. **RECEIPT BY United Country Real Estate and Auction Services, LLC:** DATE _____ I hereby acknowledge receipt of \$ _____ cash cashier's check personal check # _____ made payable to _____ as down payment in accordance with terms herein provided.

United Country Real Estate and Auction Services

By: _____

Its: _____



_____,
Buyer Initial Seller Initial

Reports/Maps

Lawrence A. Tornes
Tornes Soil Investigations, LTD.
811 State Route 61 North
Sunbury, Ohio 43074

Phone 740 965-3254

April 13, 2016

Mr. Chip Carpenter
United Country Real Estate
2295 Creek Road
Sunbury, Ohio 43074

Dear Mr. Carpenter,

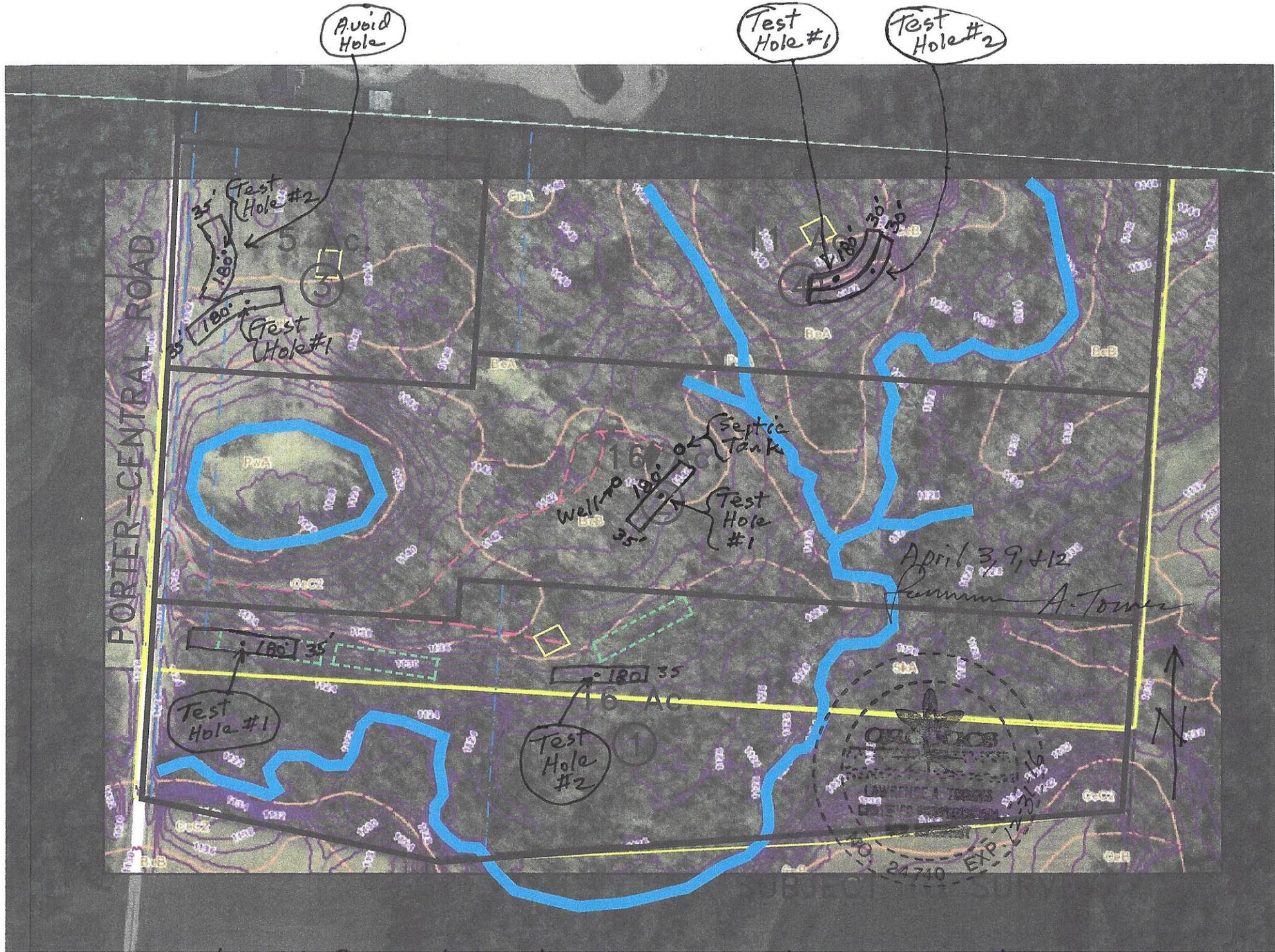
In April of 2016, I completed soil site investigations for on-site sewage treatment and dispersal on 4 lots involving lot splits at 9520 Porter Central Road in Porter Township, Delaware County, Ohio. The proposed locations of the septic fields and test holes for the lot are marked with red flags. These fields contain soils that have been in the past and will be approved by the Delaware County General Health District for some type of on-site sewage treatment and dispersal system for a home on this date. The type of system that will be approved must be determined by a sewage system designer and the Delaware General Health District.

Sincerely,



Lawrence A. Tornes
Certified Professional Soil Scientist





Locations of Proposed On-site Sewage Treatment and Dispersal Fields and Test Hole for 9520 and 3 lot splits at this address in Porter Township, Delaware County, Ohio.

Site and Soil Evaluation for Sewage Treatment and Dispersal

County: Delaware
 Township / Sec.: Porter
 Property Address/Location: Lot split at 9520
Porter Central Rd., Marengo, OH
 Applicant Name: Chip Carpenter
 Address: United Country Real Estate
Sunbury, OH 43074
 Phone #: 740 965-1208
 Lot #: 1
 Test Hole #: 1
 Latitude/Longitude: _____
 Method: Pit Auger Probe

Land Use / Vegetation: Brush
 Landform: Glaciated Upland
 Position on Landform: Side of knoll
 Percent Slope: 8 to 12
 Shape of Slope: Linear

Date: 4-8-16
 Evaluator: Larry Towner
Towner Soil Invest.
811 St. Rt. 61N
Sunbury, OH 43074

Certification Stamp or Certification #: 24740
 Signature: Lawrence A. Towner
 Phone #: 740 965-3254



4 Bedroom House

Soil Profile		Estimating Soil Saturation			Estimating Soil Permeability							Other Soil Features
		Munsell Color (hue, value, chroma)			Redoximorphic Features		Texture			Structure		
Horizon	Depth (inches)	Matrix Color	Concentrations	Depletions	Class	Approx. % Clay	Approx. % Fragments	Grade	Size	Type (shape)	Consistence	
Ap	0-8	10YR 4/3			Sil	20	—	3	F+VF	Gr	Fi	
Bt1	8-15	10YR 5/4			SicL	30	—	2	F+M	Sbk	Fi	
Bt2	15-23	10YR 5/4	10YR 5/6		SicL	35	Few	2	M	Sbk	Fi	
Bt3	23-27	10YR 5/4		25% 10YR 5/2	Ch	35	5	2	M+Co	Sbk	Fi	
Bc	27-36	10YR 4/4	10YR 5/4	35% 10YR 5/2	Cl	30	10	1	Co	Sbk	Fi	
cd	36-53	10YR 4/4		20% 10YR 5/2	Cl	30	10	0		M	VFi	

Limiting Conditions	Depth to (in.)	Descriptive Notes	Remarks / Risk Factors:
Perched Seasonal Water Table	23	Perched on Glacial Till	Centerburg Soil
Apparent Water Table			loading rates based on system installed
Highly Permeable Material			5 inches below the soil surface.
Bedrock	>53		Basal loading rate of 0.4 gals/dal/ft ² (BOD 730 mg/L)
Restrictive Layer	36	Glacial Till	linear loading rate of 3.0 gals/dal/ft.

Note: The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08.

** The Designer and the Delaware General Health District will select the final loading rates used to design the sewage system.*

Site and Soil Evaluation for Sewage Treatment and Dispersal



County: Delaware
 Township / Sec.: Porter
 Property Address/Location: Lot Split at 9520
Porter Central Rd, Marengo
 Applicant Name: Chip Carpenter
 Address: United Country Real Estate
Susbury, OH 43074
 Phone #: 740 965-1200
 Lot #: _____
 Test Hole #: 2
 Latitude/Longitude: _____
 Method: Pit Auger Probe

Land Use / Vegetation: Woodland
 Landform: Glaciated upland
 Position on Landform: Lower side slope of hill
 Percent Slope: 2 to 4
 Shape of Slope: Linear
 Date: 4-12-16
 Evaluator: Larry Jones
Jones Soil Invest.
811 St. Rt. 61 N
Susbury, OH 43074
 Certification Stamp or Certification #: _____
 Signature: Lawrence A. Jones
 Phone #: 740 965-3254
4 Bedroom House

Soil Profile		Estimating Soil Saturation			Estimating Soil Permeability							Other Soil Features
		Munsell Color (hue, value, chroma)			Redoximorphic Features		Texture			Structure		
Horizon	Depth (inches)	Matrix Color	Concentrations	Depletions	Class	Approx. % Clay	Approx. % Fragments	Grade	Size	Type (shape)	Consistence	
Ap	0-9	10YR 3/2			Sil	20	—	3	F+VF	Gr	Fr	
Bt1	9-16	10YR 5/2		30% 10YR 5/2	SICL	30	—	2	F+M	Sbk	Fi	
Bt2	16-34	10YR 5/2	10YR 5/2	40% 10YR 5/2	SICL	35	Few	2	M+CO	Sbk	Fi	
Bcg	34-41	10YR 5/2	10YR 5/2	55% 10YR 5/2	CL	35	5	1	CO	Sbk	Fi	
cd	41-53	10YR 4/2		6 25% 10YR 5/2	CL	30	5	0		M	VF _i	

Limiting Conditions	Depth to (in.)	Descriptive Notes	Remarks / Risk Factors:
Perched Seasonal Water Table	9	Perched on Glacial Till	Bennington Soil I recommend an interceptor drain upslope from the field. * Loading rates based on system installed 3 inches below the soil surface with an aerator.
Apparent Water Table			
Highly Permeable Material			
Bedrock	>53		
Restrictive Layer	41	Glacial Till	

* The Designer and the Delaware General Health District will select the final loading rates used to design the sewage system.

Basal loading rate of 0.8 gals/ds/ft² (BOD < 30 mg/L)
 Linear loading rate of 2.7 gals/ds/ft.

December 2006

Site and Soil Evaluation for Sewage Treatment and Dispersal

County: Delaware Land Use / Vegetation: Woodland
 Township / Sec.: Porter Landform: Glaciated Upland
 Property Address/Location: 9520 Porter Central Rd, Marengo, OH Position on Landform: Side of knoll
 Applicant Name: Chip Carpenter Percent Slope: 2 to 3
 Address: United Country Real Estate Shape of Slope: Linear
Sunbury, OH 43074
 Phone #: 740 965-1208 Date: 4-9-16
 Lot #: 2 Evaluator: Larry Tomes
 Test Hole #: 1 Tomes Soil Invest. Signature: Jamun A. Tomes
 Latitude/Longitude: _____ 811 St. Rt. 61 N Phone#: 740 965-3254
Sunbury, OH 43074
 Method: Pit Auger Probe



Replacement for House

Soil Profile		Estimating Soil Saturation			Estimating Soil Permeability							Other Soil Features
		Munsell Color (hue, value, chroma)			Texture		Structure					
Horizon	Depth (inches)	Matrix Color	Redoximorphic Features		Class	Approx. % Clay	Approx. % Fragments	Grade	Size	Type (shape)	Consistence	
			Concentrations	Depletions								
A	0-6	10YR 3/5			L	20	—	3	F+VF	Gr	Fr	
Bt1	6-12	10YR 5/4			L	25	—	2	F+M	SbL	Fr	
Bt2	12-37	10YR 5/4	10YR 5/4 7.5YR 5/2	3500 10YR 5/2	L	25	Few	2	M	SbL	Fr	
Bc	37-48	10YR 5/4	10YR 4/1	3500 10YR 5/2	L	20	—	1	M	SbL	Fr	
Cd	48-63	10YR 4/2		1500 10YR 5/2	L	20	—	0		M	Fi	

Limiting Conditions	Depth to (in.)	Descriptive Notes	Remarks / Risk Factors:
Perched Seasonal Water Table	12	Perched on (glacial till)	Centerbury soil
Apparent Water Table			loading rates based on system installed
Highly Permeable Material			6 inches below the soil surface with an
Bedrock	> 63		* aerator.
Restrictive Layer	48	Glacial Till	Basal loading rate of 0.8 gals/day/ft ² (BOD < 30 mg/l)
			Linear loading rate of 3.3 gals/day/ft.

Note: The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08.

* The Designer and the Delaware General Health District will select the final loading rates used to design the sewage system.

Site and Soil Evaluation for Sewage Treatment and Dispersal



County: Delaware
 Township / Sec.: Porter
 Property Address/Location: Lot split at 9520 Porter Central Rd., Marango, OH
 Applicant Name: Chip Carpenter
 Address: United Country Real Estate Sunbury, OH 43074
 Phone #: 740 965-1208
 Lot #: 3
 Test Hole #: 1
 Latitude/Longitude: _____
 Method: Pit Auger Probe

Land Use / Vegetation: Meadow
 Landform: Glaciated Upland
 Position on Landform: Side of knoll
 Percent Slope: 2 to 4
 Shape of Slope: Linear

Date: 4-12-16 Certification Stamp or Certification #: _____
 Evaluator: Laurence A. Torres Signature: Laurence A. Torres
Torres Soil Invest.
811 St. Rt. 61A
Sunbury, OH 43074 Phone #: 740 965-3254
4 Bedroom House

Soil Profile		Estimating Soil Saturation			Estimating Soil Permeability							Other Soil Features
		Munsell Color (hue, value, chroma)			Redoximorphic Features		Texture			Structure		
Horizon	Depth (inches)	Matrix Color	Concentrations	Depletions	Class	Approx. % Clay	Approx. % Fragments	Grade	Size	Type (shape)	Consistence	
Ap	0-10	10YR ⁴ / ₃			Sil	20	Few	3	F+Vf	Gr	Ff	
Bt1	10-20	10YR ⁵ / ₂		2500 10YR ⁶ / ₂	SicL	30	Few	2	F+M	Sbk	Fi	
Bt2	20-25	10YR ⁵ / ₂	10YR ⁵ / ₄	2500 10YR ⁵ / ₂	SicL	35	Few	2	M	Sbk	Fi	Few MN Stems
Bt3	25-35	10YR ⁴ / ₁	10YR ⁵ / ₁	4500 10YR ⁵ / ₂	SicL	35	5	2	M+Co	Sbk	Fi	
Bc	35-44	10YR ⁴ / ₁		4500 10YR ⁵ / ₂	SicL	35	5	1	VCo	Sbk	Fi	
cd	44-51	10YR ⁴ / ₂		2000 10YR ⁵ / ₂	Cl	30	5	0		M	Vfi	
Stopped by rock fragments												

Limiting Conditions	Depth to (in.)	Descriptive Notes	Remarks / Risk Factors:
Perched Seasonal Water Table	10	Perched on Glacial Till	Bennington Soil I recommend an interceptor drain upslope from the field. There could be agricultural subsurface drains in this area. * Loading rates based on system installed 4 inches below the soil surface with an aerator: Basal loading rate of 0.8 gals/ds/ft ² (BOD < 30 mg/l) linear loading rate of 2.7 gals/ds/ft.
Apparent Water Table			
Highly Permeable Material			
Bedrock	751		
Restrictive Layer	44	Glacial Till	

* The Designer and the Delaware General Health District will select the final loading rates used to design the Sewage...

Note: The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08.
 OOH - December 2006

Site and Soil Evaluation for Sewage Treatment and Dispersal

County: Delaware
 Township / Sec.: Porter
 Property Address/Location: Lot split at 9520
Porter Central Rd, Marengo, OH
 Applicant Name: Chip Carpenter
 Address: United Country Real Estate
Swabury, OH 43074
 Phone #: 740 965-1208
 Lot #: 3
 Test Hole #: 2
 Latitude/Longitude:
 Method: Pit Auger Probe

Land Use / Vegetation: Meadow
 Landform: Glaciated upland
 Position on Landform: side of knoll
 Percent Slope: 2 to 4
 Shape of Slope: Linear
 Date: 4-12-16
 Evaluator: Larry Turner
Turner's Soil Investigations
811 St. Rt. 61 N
Swabury, OH 43074
4 Bedroom House


 Certification Stamp or Certification #: _____
 Signature: Larry A. Turner
 Phone #: 740 965-3254

Soil Profile		Estimating Soil Saturation			Estimating Soil Permeability							Other Soil Features
		Munsell Color (hue, value, chroma)			Redoximorphic Features		Texture			Structure		
Horizon	Depth (inches)	Matrix Color	Concentrations	Depletions	Class	Approx. % Clay	Approx. % Fragments	Grade	Size	Type (shape)	Consistence	
Ap	0-9	10YR 3/2			sil	20	—	3	F+VF	Gr	Fr	
Bt1	9-14	10YR 5/6		30% 10YR 5/2	sick	30	—	2	F+M	sbk	Fi	
Bt2	14-32	10YR 5/6		40% 10YR 5/2	sick	35	Few	2	M+Co	sbk	Fi	Few MN Stains
Bc	32-42	10YR 5/4	10YR 4/4	45% 10YR 5/2	cl	35	Few	1	Co	sbk	Fi	↓
cd	42-54	10YR 4/4		20% 10YR 5/2	cl	30	5	0		M	VFi	

Limiting Conditions	Depth to (in.)	Descriptive Notes	Remarks / Risk Factors:
Perched Seasonal Water Table	9	Perched on Glacial Till	Bennington Soil I recommend an interceptor drain upslope from the field. There could be agricultural subsurface drains in this area. * loading rates based on system installed 3 inches below the soil surface with an aerator: Basal loading rate of 0.8 gals/dal/ft ² (BOD < 30 mg/L) linear loading rate of 2.7 gals/dal/ft.
Apparent Water Table			
Highly Permeable Material			
Bedrock	> 54		
Restrictive Layer	42	Glacial Till	

* The Designer and the Delaware General Health District will select the final loading rates used to design the sewer system.

Basal loading rate of 0.8 gals/dal/ft² (BOD < 30 mg/L)
 linear loading rate of 2.7 gals/dal/ft.

Site and Soil Evaluation for Sewage Treatment and Dispersal

County: Delaware
 Township / Sec.: Porter
 Property Address/Location: Lot Split at 9520
Porter Central Road, Moreland, OH
 Applicant Name: Chip Carpenter
 Address: United Country Real Estate
Sussex, OH 43074
 Phone #: 740 965-1208
 Lot #: 4
 Test Hole #: 1
 Latitude/Longitude: _____
 Method: Pit Auger Probe

Land Use / Vegetation: Woodland
 Landform: Glaciated Upland
 Position on Landform: Side of knoll
 Percent Slope: 8 to 14
 Shape of Slope: convex + linear
 Date: 4-9-16
 Evaluator: Larry Torres
Torres Soil Invest
811 St. Rt. 61N
Sussex, OH 43074
 Certification Stamp of Certification #: _____
 Signature: _____
 Phone #: 740 965-3254
4 Bedroom House



Soil Profile		Estimating Soil Saturation			Estimating Soil Permeability							Other Soil Features
		Munsell Color (hue, value, chroma)			Redoximorphic Features		Texture			Structure		
Horizon	Depth (inches)	Matrix Color	Concentrations	Depletions	Class	Approx. % Clay	Approx. % Fragments	Grade	Size	Type (shape)	Consistence	
A	0-5	10YR 3/3			Sil	20	Few	3	F+V	Gr	Fr	
Bt1	5-12	10YR 4/4			Stl	25	Few	2	F+M	SbK	Fr	
Bt2	5-21	10YR 4/4			Sucl	30	5	2	M	SbK	Fi'	
Bt3	21-34	10YR 4/4		5070 10YR 5/2	SicL	35	5	2	M+Co	SbK	Fi'	Few MN Stems
BC	34-44	10YR 4/4		5070 10YR 5/2	CL	35	5	1	VCo	SbK	Fi'	
Cd	44-51	10YR 4/4		5070 10YR 5/2	CL	30	5	0		M	UFI'	
C	51-59	10YR 4/4		5070 10YR 5/2	L	25	—	0		M	Fr	

Limiting Conditions	Depth to (in.)	Descriptive Notes	Remarks / Risk Factors:
Perched Seasonal Water Table	21	Perched on Glacial Till	Centerburg Soil
Apparent Water Table			There are just enough depletions in the 21 to 25 inch zone to call it a water table.
Highly Permeable Material			* Loading rates based on system installed 3 inches below the soil surface.
Bedrock	>59		Basal loading rate of 0.4 gals/dal/ft ² (BOD > 30 mg/l)
Restrictive Layer	51	Glacial Till	linear loading rate of 3.5 gals/dal/ft.

* The Designer and the Delaware General Health District will select the final loading rates used to design the sewage system.

Site and Soil Evaluation for Sewage Treatment and Dispersal



County: Delaware
 Township / Sec.: Porter
 Property Address/Location: Lot Split at 9520
Porter Central Rd., Marengo, OH
 Applicant Name: Chip Carpenter
 Address: United Country Real Estate
Sunbury, OH 43074
 Phone #: 740 965-1208
 Lot #: 4
 Test Hole #: 2
 Latitude/Longitude: _____
 Method: Pit Auger Probe

Land Use / Vegetation: Woodland
 Landform: Glaciated upland
 Position on Landform: Side of knoll
 Percent Slope: 8 to 14
 Shape of Slope: Linear
 Date: 4-9-16
 Evaluator: Larry Tolner
Tolner's Soil Invest.
311 St. Rt. 61 N
Sunbury, OH 43074
 Certification Stamp or Certification #: _____
 Signature: Lawrence A. Turner
 Phone #: 740 965-3254
4 Bedroom House

Soil Profile		Estimating Soil Saturation			Estimating Soil Permeability							Other Soil Features
		Munsell Color (hue, value, chroma)			Texture			Structure				
		Horizon	Depth (inches)	Matrix Color	Redoximorphic Features		Class	Approx. % Clay	Approx. % Fragments	Grade	Size	
Concentrations	Depletions											
A	0-6	10YR ³ / ₃			sil	20	—	3	F+VF	Gr	Fr	
Bt1	6-13	10YR ⁵ / ₄			sicL	30	—	2	F+M	SbL	Fi	
Bt2	13-31	10YR ⁵ / ₄		3090 10YR ⁵ / ₄	sicL	35	Few	2	M	SbL	Fi	Few Mn Stains
Bc	31-37	10YR ⁵ / ₄	10YR ⁴ / ₄	3090 10YR ⁵ / ₂	sicL	35	Few	1	Cd	SbL	Fi	
Cd	37-51	10YR ⁴ / ₄		1570 10YR ⁵ / ₂	CL	30	5	0		M	UFI	

Limiting Conditions	Depth to (in.)	Descriptive Notes	Remarks / Risk Factors:
Perched Seasonal Water Table	13	Perched on Glacial Till	Centerburg Soil
Apparent Water Table			loading rates based on system installed 7 inches below the soil surface with an aerator.
Highly Permeable Material			* Basal loading rate of 0.6 gals/dal/ft ² (BOD < 30)
Bedrock	> 51		Linear loading rate of 3.0 gals/dal/ft. (Mg/d)
Restrictive Layer	37	Glacial Till	

Note: The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08.

* The Designer and the Delaware General Health District will select the final loading rates used to design the sewage system.

PORTER-CENTRAL ROAD

5 Ac.

③

11 Ac.

④

16 Ac.

②

PROPOSED
SHARED DRIVE
EASEMENT

16 Ac.

①

SUBJECT TO SURVEY