

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: July 31, 2021

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 Kingston Township, Delaware 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 \$ N/A 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. 4735.24. 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 after scheduled 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 Sept 15, 2021 (Closing Date). The Closing Date shall be automatically extended up to 30 days if Auctioneer deems necessary. Buyer will close through Acquisition Title Contact Karen 740-965-2226. 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

Buyer Initial Seller Initial

any of Seller's further remedies. Either party may demand specific performance of this Contract.

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 Fiduciary Deed deed with release of dower right, if any, SUBJECT TO THE MATTERS SHOWN ON THE COMMITMENTS FOR TITLE INSURANCE PROVIDED TO BIDDERS PRIOR TO THE SALE 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 for matters referred to in the preceding sentence and 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.

Buyer Initial Seller Initial

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 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) Buyer x Seller shall be responsible for agricultural use tax recoupment (CAUV) 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 bill with any splits calculated being calculated, if possible, by the county auditor. **Taxes pro-rated at time of closing shall be final to both Buyer and Seller.**
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 Country 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.

_____, _____
Buyer Initial Seller Initial

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.

19. **OTHER TERMS:** The auction Terms and Conditions are attached and incorporated by reference, the Terms and Conditions shall supersede any conflicting provisions in this Contract.

Additional Terms:

Combination purchases will receive a perimeter survey only. Sellers will pay CAUV recoupment on any tract under 11 acres.

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: _____

Buyer Initial Seller Initial

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

United Country Real Estate and Auction Services, LLC
Chip Carpenter Broker/Auctioneer
740-965-1208 OR 614-206-1135

Owners: Frederick C. Foshag Jr., Leland J. Foshag, Cheryl A. Dondero Co-Trustees
Of the Bertha K. Foshag Intervivos Trust U/A 7-23-97

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 Trustees confirmation day of sale.

1. Buyer to pay a Ten percent (10%) NONREFUNDABLE down payment 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 September 15, 2021. 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 or combination of Tracts over 11 acres. Survey: 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 \$300.00 dollars, and deed preparation only. Closing and title commitment to be at Acquisition Title Agency Sunbury, Ohio contact Karen 740-965-2226 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. As owner's title insurance is being provided, seller reserves the right to determine which form of deed (warranty, quit-claim, fiduciary etc) shall be used.
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, show them the property and attend the auction co-op commission is 2% No exceptions. If registered less, then 48 hours co-op commission is 1%.
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, or the whole 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 down payment 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.
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 except items owned by tenants.
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. Possession: The tillable acreage is currently rented for the 2021 and 2022 season. The rent will be prorated to each buyer on the number of calculated acres per tract. If the farm sells as a whole the current tenant farmer maintains the rights to all tillable acreage for 2022. If the farm sells in multiple tracts the tenant farmer will only have farming rights for Tract 12 the approx.. 143 acres of tillable ground and buildings the new buyer will receive all rents for 2022 and beyond. Possession of the house and barns on Tract 4 will be granted at the time of closing.
10. There is a cell phone tower on the property with current monthly rental income of \$711.47. There is currently no one broadcasting signal (carrier) located on the site. This site is considered cold steel in the telecommunications industry. Lessor's rights under the current lease will convey to the successful bidder/purchaser.

United Country Real Estate and Auction Services, LLC
BONDED – LICENSED BY THE OHIO DEPARTMENT OF AGRICULTURE

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

First American Title Insurance Company



Dennis J. Gilmore, President Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Acquisition Title Agency Inc
 Issuing Office: 6 S. Vernon Street PO Box 321, Sunbury, OH 43074
 Issuing Office's ALTA® Registry ID:
 Loan ID No.:
 Commitment No.:
 Issuing Office File No.: 21-05-07 ATA
 Property Address: 8035 Berkshire Road, Sunbury, OH 43074
 Revision No.:

SCHEDULE A

1. Commitment Date: June 28, 2021 at 07:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy of Title Insurance (6-17-06)
 ALTA Homeowner's Policy of Title Insurance (Rev. 12-2-13)
 Proposed Insured:
 Proposed Policy Amount:
 - (b) ALTA Loan Policy of Title Insurance (6-17-06)
 ALTA Expanded Coverage Residential Loan Policy (Rev. 12-2-13)
 Proposed Insured:
 Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. The Title is, at the Commitment Date, vested in:
 Bertha K. Foshag Intervivos Trust U/A 07-23-97 by virtue of a Memorandum of Trust and Affidavit of Trust of Bertha K. Foshag Intervivos Trust U/A 07-23-97 by virtue of a Fiduciary Deed recorded 04/15/2021 in OR Book 1850 Page 159-163, Delaware County Recorder; and
 Memorandum of Trust and Affidavit of Successor Trustees filed for record 03/19/2021 in OR Book 1839 Page 2102-2109, Delaware County Records; and
 General Warranty Deed filed for record 08/18/1997 in Deed Record Volume 628 Page 59-61, Delaware County Records; and
 Fiduciary Deed filed for record 05/27/2009 in OR Book 905 Page 2014-2015, Delaware County Records.
5. The Land is described as follows:
 See Schedule C attached hereto and made a part hereof.

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

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SCHEDULE A
(Continued)

Commitment No.:

**FIRST AMERICAN TITLE INSURANCE
COMPANY**

Issuing Agent: Acquisition Title Agency Inc
Agent ID No.:
Address: 6 S. Vernon Street PO Box 321
City, State, Zip: Sunbury, OH 43074
Telephone: (740)965-2226

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.

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	

Commitment No.:

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
6. 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.
7. Seller's Affidavit covering matters of title in a form acceptable to Acquisition Title Agency Inc.
8. Survey satisfactory to Acquisition Title Agency Inc. to be provided if survey exception is to be deleted from final policy.
9. Memorandum of Trust satisfactory to Acquisition Title Agency to be executed by Co-Trustees of the Bertha K. Foshag Intervivos Trust U/A 7-23-97.
10. New survey and legal description required by Delaware County Engineer.

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SCHEDULE B
(Continued)

Commitment No.:

SCHEDULE B, PART II
Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Real estate taxes for first half 2020 in the amount of \$135.67 are paid. Real estate taxes for second half 2020 in the amount of \$135.67 are due. Real estate taxes for 2021 and subsequent years are undetermined, not yet due or payable and a lien in unknown amount.
VALUATION: Land Only \$86,940
Taxes based upon a CAUV valuation of \$7260 and the property is subject to a statutory three year lien for the recovery of CAUV tax savings.
Parcel #517-300-01-115-000

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SCHEDULE B
(Continued)

Commitment No.:

10. Real estate taxes for first half 2020 in the amount of \$1316.29 are paid. Real estate taxes for second half 2020 in the amount of \$1316.29 are due. Real estate taxes for 2021 and subsequent years are undetermined, not yet due or payable and a lien in unknown amount.
VALUATION: Land \$100,140 Bldg: \$48,060 Total: \$148,200
Parcel #517-300-01-116-000
11. Real estate taxes for first half 2020 in the amount of \$161.65 are paid. Real estate taxes for second half 2020 in the amount of \$161.65 are due. Real estate taxes for 2021 and subsequent years are undetermined, not yet due or payable and a lien in unknown amount.
VALUATION: Land Only \$57,260
Taxes based upon a CAUV valuation of \$8650 and the property is subject to a statutory three year lien for the recovery of CAUV tax savings.
Parcel #517-300-01-114-000
12. Real estate taxes for first half 2020 in the amount of \$481.21 are paid. Real estate taxes for second half 2020 in the amount of \$481.21 are due. Real estate taxes for 2021 and subsequent years are undetermined, not yet due or payable and a lien in unknown amount.
VALUATION: Land Only \$135,560
Taxes based upon a CAUV valuation of \$25,750 and the property is subject to a statutory three year lien for the recovery of CAUV tax savings.
Parcel #517-300-01-113-000
13. Real estate taxes for first half 2020 in the amount of \$558.21 are paid. Real estate taxes for second half 2020 in the amount of \$558.21 are due. Real estate taxes for 2021 and subsequent years are undetermined, not yet due or payable and a lien in unknown amount.
VALUATION: Land: \$129,710 Bldg: \$8,650 Total: \$138,270
Taxes based upon a CAUV valuation of \$21,220 and the property is subject to a statutory three year lien for the recovery of CAUV tax savings.
Parcel #517-300-01-112-000
14. Special taxes or assessments approved, levied or enacted by the State, County, Municipality or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to reassessment and recapture by way of CAUV, Homestead or other similar programs, or retroactive increases in valuation of the land by the State, County, Municipality, Township or other taxing authority. No liability is assumed for any special assessment, other than as would be reflected by the County Treasurer's tax duplicate.
15. 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.
16. Unpaid water and sewer charges may become a lien on the real estate. No liability is assumed by the company for ascertaining the status of utility charges and the insured is cautioned to obtain the current status of these payments.

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SCHEDULE B
(Continued)

Commitment No.:

17. The rights of the public in, over, and to so much of the premises as may lie within the bounds of the roadway.
18. Parcel 517-300-01-113-000 and 517-300-01-115-000 are neither adjacent to nor contiguous with any dedicated street or highway.
19. Oil and Gas lease as described in OR 598 Page 349, Delaware County Records. Affidavit of Forfeiture filed in OR 1292 page 2399, Delaware County Records.
20. Lease with Spectrasite Communications LLC as described in OR Book 1601 Page 808-815, Delaware County Records.
21. Lease with Spectrasite Communications LLC as described in OR Book 1613 Page 1065-1072, Delaware County Records.
22. Memorandum of Agreement with PowerFone Inc. as described in Lease Record Volume 52 Page 559-562, Delaware County Records.
23. Right of Way Easement to Consolidated Electric Cooperative as described in Deed Record Volume 618 Page 191, Delaware County Records.
24. Right of Way Easement to Del-Co Water Company Inc. as described in Deed Record Volume 362 Page 145, Delaware County Records.
25. Lease with Lamar Companies as described in OR Book 257 Page 1706-1708, Delaware County Records.
26. Easement for ingress and egress as described in Deed Record Volume 503 Page 562-565, Delaware County Records. (Parcel 517-300-01-112-000)
27. Oil and Gas lease as described in Lease Volume 19 Page 77, Delaware County Records. Affidavit of Forfeiture filed in OR 1292 page 2370, Delaware County Records.
28. Oil and Gas lease as described in OR 598 Page 351, Delaware County Records. Affidavit of Forfeiture filed in OR 1292 page 2386, Delaware County Records.
29. Right of Way Easement to Del-Co Water as described in Deed Record Volume 362 Page 148, Delaware County Records.
30. Drainage Easement as described in Deed Record Volume 565 Page 25-28, Delaware County Records. (Parcel 517-300-01-116-000)

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 First American Title™	ALTA Commitment for Title Insurance
	<small>ISSUED BY</small> First American Title Insurance Company
Schedule C	

Commitment No.:

SCHEDULE C
Legal Description

The Land is described as follows:

PARCEL 1

Situated in the Township of Kingston, County of Delaware and State of Ohio:

TRACT I: Being in Lots Numbers Seventeen (17) and Eighteen (18), Section 3, and bounded and described as follows: Beginning at a point in the center line of the Township line road and at the southeast corner of Lot No. 17; thence along the center line of said road north 86 deg. 17' west 1383.3 feet to a point that is easterly 1965.5 feet from the southwest corner of Lot No. 17; thence running through Lots No. 17 and 18, north 4 deg. 38' east (passing an iron pipe at 21.5 feet) 3332 feet to an iron pipe in the north line of Lot 18; thence along said line south 86 deg. 97' east 1337 feet to the east edge of an 18' post; thence along the east line of Lots Nos. 18 and 17, south 3 deg. 50' west (passing an iron pipe at 3308.3 feet) 3328 feet to the place of beginning, containing 103.97 acres more or less as surveyed by G.E. Evans, Registered Surveyor, State of Ohio, October 11, 1946, and further being part of the same premises conveyed to Everette Miller and Edna Miller by deed recorded in Volume 185, page 23 and to Everette Miller by deed recorded I Volume 154, page 87, Deed Records, Delaware County, Ohio.

EXCEPTING THEREFROM a tract of approximately 80 acres of land conveyed out of the east side of said Lots 17 and 18 to Fannie E. Wogaman and Joseph E. Wogaman by deed of record in Volume 218, Page 964, Deed Records of Delaware county, Ohio.
Tax Parcel No. 517-300-01-114-000

TRACT II: Being in Lots Numbers Seventeen (17) and Eighteen (18) and bounded and described as follows: Beginning at a point in the center line of the Township line road in the south line of Lot No. 17 and south 85 deg. 17' east 271.1 feet from the southwest corner of said lot; thence along the east line of the ten acre tract now or formerly owned by Gaily, north 4 deg. 30' east (passing an ion pipe at 20' feet) 1686.0 feet to an iron pipe at the northeast corner of said tract; thence along the north line of said tract, north 86 deg. 17' west 266 feet to an iron pipe; thence along the west lie of Lot no. 18, north 3 deg. 40' east 1651 feet to a post at the northeast corner of Lot No. 18; thence along the north line of said lot, south 86 deg. 07' east 1963.9 feet to an iron pipe; thence south 4 deg. 38' west (passing an ion pipe at 3310.5 feet) 3332 feet to a point in the center line of the Township line road and in the south line of Lot No. 17; thence along said line north 86 deg. 17' west 1694.5 feet to the place of beginning containing 140 acres, more or less, as surveyed by G. E. Evans, Registered Surveyor, State of Ohio, October 11, 1946, and further being a part of the same premises conveyed to Everette Miller and Edna Miller by deed recorded in Volume 184, Page 23 and to Everette Miller by deed recorded in Volume 154, Page 87, Deed Records, Delaware County, Ohio.

Being the same premises conveyed to the Grantor by deed nor or record in D.B. 223, page 410, Recorder's Office, Delaware County, Ohio.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE (transferred in Volume 503, page 562, Deed Records, Office of Recorder, Delaware County, Ohio):

Situated in Part of Lot 17, Section 3, Township 5 North Range 17 West, U.S. Military Lands, Kingston Township, Delaware County, State of Ohio and being more particularly described as follows:

Beginning at the intersection of the North right-of-Way Line of Township Road 75 (said point being 80.68 feet left of Station 51+51.42) with the East Limited Access Right-of-Way Line of Interstate Route 71; thence along said East Limited Access right-of-Way Line N 4° 02' 07" E (see Sheet 181 of 182, I-1105(36), del-1-7.80, Ohio Department of Highways, for basis of bearing) for a distance of 170.56 feet to a 5/8" dia. Iron pin set (passing over a 5/8" dia. Iron pin set at 5.56 feet); thence S 87° 04' 33" E for a distance of 344.64 feet to a 5/8" dia. Iron pin set; thence S 42° 09' 45" E for a distance of 110.82 feet to a 5/8" dia. Iron pin set; thence S 87° 04' 33" E for a distance of 110.00 feet to a 5/8" dia. Iron pin set; thence S 4° 02' 07" W for a distance of 135.58 feet to a point on the North Right -of-Way Line of township road 75 (said point being 37.41 feet left of Station 56+85.23 and being reference by a 5/8" dia. Iron pin set S 4° 02' 07" W at

SCHEDULE C

(Continued)

Commitment No.:

7.00 feet); thence along said North Right-of-Way Line N 82° 26'28" W for a distance of 535.55 feet to the point of beginning. Containing 2.089 acres more or less and subject to legal highways, easements, restrictions and agreements of record. This description prepared from a survey performed by Thomas L. Boblenz, Registered Surveyor 5719, and dated June 20, 1988. All 5/8" dia. Iron pins set have plastic identity cap with the following caption, "TLB & Associates."

The above description was prepared from an actual survey by Thomas L. Boblenz, Registered Surveyor 5719, June 20, 1988. Tax Parcel No. 517-300-01-112-000, 517-300-01-113-000

PARCEL 2

Situated in the County of Delaware, in the State of Ohio and in the Township of Kingston, and bounded and described as follows; Being part of Lots 17 and 18, Section 3, Township 5, Range 17, U.S. Military Lands.

Beginning at a point in the centerline of the Township Line Road at the southeast corner of Lot 17; thence along the centerline of said road, N. 86° 17' W. 1047.4 feet to a point; thence N. 3° 50' E. (passing an iron pipe at 20.9 feet) 3330.9 feet to an iron pipe in the north line of Lot 18; thence along the north line of said lot, S. 86° 07' E. 1047.4 feet to the east edge of an 18 inch post at the northeast corner of lot 18; thence along the east lines of Lots 18 and 17, S. 3° 50' W. (passing an iron pipe at 3308.3 feet) 3328 feet to the place of beginning. Containing 80 acres, more or less.

(Prior Instrument reference: Volume 360, Page 630, Deed Records, Office of Recorder, Delaware County, Ohio);

Excepting therefrom the following described Real Estate (transferred in Volume 569, Page 384 Deed Records, Office of Recorder, Delaware County, Ohio):

Situated in Part of lot 17, Section 3, Township 5 North, Range 17 West, U.S. Military Lands, Kingston Township, Delaware County, State of Ohio and being more particularly described as follows;

Commencing at the intersection of the East Line of lot 17 with the centerline of Township Road 75 (said point being referenced by an existing survey nail 3.43 feet North); thence along said centerline N. 89° 53' 00" W. (for basis of bearing, see Plat Book 19 pg. 12, Delaware County Recorder's Office) for a distance of 370.00 feet to a railroad spike set and the point of beginning; thence continuing along said centerline N. 89° 53' 00" W. for a distance of 245.00 feet to a railroad spike set; thence N. 0° 07' 00" E. for a distance of 279.00 feet to a 5/8" dia. Iron pin set (passing over a 5/8" dia. Iron pin set at 30.00 feet); thence N. 88° 42' 50" E. for a distance of 245.07 feet to a 5/8" dia. iron pin set; thence S. 0° 07' 00" W. for a distance of 285.00 feet to a railroad spike set on the centerline of Township Road 75 and the point of beginning (passing over a 5/8" dia. Iron pin set at 255.00 feet).

Containing 1.586 acres more or less and being subject to legal highways, easements, restrictions and agreements of record. This description prepared from a survey performed by Thomas L. Boblenz, Registered surveyor 5719, and dated September 23, 1993. All 5/8" dia. Iron pins set have a plastic identity cap with the following caption, "TLB & Associates."

Excepting therefrom the following described 5.590 acre tract (transferred in OR Book 1850 Page 159, Office of Recorder, Delaware County, Ohio):

Situated in the Township of Kingston, County of Delaware, State of Ohio, being part of Farm Lot 17 in Quarter -township 3, Township 5, Range 17 of the United States Military Lands, being part of the 78.414 acre tract conveyed to Bertha K. Foshag, Trustee in Official Records Volume 905, page 2014 and being more particularly described as follows:

COMMENCING at a MAG nail set at the northeast corner of Berkshire North Subdivision No. 5, recorded in Plat Book 19, Page 12, being in the centerline of Township Road 75 (Berkshire Road), also being the north line of Quarter-Township 2 and Berkshire Township;

thence along the said centerline of Township Road 75, also being the north line of Quarter-Township 2 and Berkshire Township North 89° 53' 00" West 436.36 feet to a MAG nail set, being the TRUE POINT OF BEGINNING of the following described tract;

thence continuing along the said centerline of Township Road 75, also being the north line of Quarter-Township 2 and Berkshire Township North 89° 53' 00" West 372.40 feet to a MAG nail set, being the southeast corner of a 23.97 acre tract (Tract I) conveyed to Bertha Foshag in Deed Book 398, Page 154;

thence along the east line of the said 23.97 acre tract North 00° 14' 00" East 655.00 feet to an iron bar set (passing an iron bar set at 30.00 feet);

thence South 89° 53' 00" East 371.15 feet to an iron bar set;

thence South 00° 07' 25" West 655.00 feet to the TRUE POINT OF BEGINNING (passing an iron bar set at 625.00 feet);

containing 5.590 acres, more or less;

subject to all easements, restrictions, and rights-of-way, if any, of record.

Tax Parcel No. 517-300-01-115-000, 517-300-01-116-000

SCHEDULE C

(Continued)

Commitment No.:

PARCEL 3

Situated in the Township of Kingston, County of Delaware, State of Ohio, being part of Farm Lot 17 in Quarter -township 3, Township 5, Range 17 of the United States Military Lands, being part of the 78.414 acre tract conveyed to Bertha K. Foshag, Trustee in Official Records Volume 905, page 2014 and being more particularly described as follows:

COMMENCING at a MAG nail set at the northeast corner of Berkshire North Subdivision No. 5, recorded in Plat Book 19, Page 12, being in the centerline of Township Road 75 (Berkshire Road), also) being the north line of Quarter-Township 2 and Berkshire Township;

thence along the said centerline of Township Road 75, also being the north line of Quarter-Township 2 and Berkshire Township North 89° 53' 00" West 436.36 feet to a MAG nail set, being the TRUE POINT OF BEGINNING of the following described tract;

thence continuing along the said centerline of Township Road 75, also being the north line of Quarter-Township 2 and Berkshire Township North 89° 53' 00" West 372.40 feet to a MAG nail set, being the southeast corner of a 23.97 acre tract (Tract I) conveyed to Bertha Foshag in Deed Book 398, Page 154;

thence along the east line of the said 23.97 acre tract North 00° 14' 00" East 655.00 feet to an iron bar set (passing an iron bar set at 30.00 feet);

thence South 89° 53' 00" East 371.15 feet to an iron bar set;

thence South 00° 07' 25" West 655.00 feet to the TRUE POINT OF BEGINNING (passing an iron bar set at 625.00 feet);

containing 5.590 acres, more or less;

subject to all easements, restrictions, and rights-of-way, if any, of record.

Tax Parcel No. 517-300-01-116-001

Ⓜ - SOIL TEST FOR ON-SITE SEWAGE TREATMENT - ~8035 BERKSHIRE RD
By: STEVE MILLER 6/17/21

NO. 8035
↑



Site and Soil Evaluation for Sewage Treatment and Dispersal

County: Delaware
 Township / Sec.: Kingston
 Property Address/Location: ~8035 Berkshire Road
 Applicant Name: Scioto Land Surveying - Foshag
 Address: _____
 Phone #: _____
 Lot #: _____
 Test Hole #: 19
 Latitude/Longitude: _____
 Method: Pit Auger X Tube

Land Use / Vegetation: Ag Field
 Landform: Till Plain
 Position on Landform: Backslope
 Percent Slope: 0.5%
 Shape of Slope: Linear / Linear
 Bedrooms or GPD: 4
 Date: Monday, June 14, 2021
 Evaluator: Steven Miller, CPSSc
 Soil & Environmental Consulting, Inc.
 P.O. Box 1121
 Delaware OH 43015
 Job Number: _____
 Soil Series: 21F214

Signature: *Steven Miller*
 Phone #: p-614.579.1164
soilconsultant@yahoo.com



Soil Profile	Estimating Soil Saturation				Estimating Soil Permeability				Other Soil Features			
	Horizon	Depth (inches)	Matrix Color	Redoximorphic Features		Class	Texture			Structure		
				Concentrations	Depletions		Approx. % Clay	Approx. % Fragments			Grade	Size
Ap	0 to 8	10YR 4/3			sil	20	2	2	m	sbk	fr	
Bt1	8 to 15	10YR 5/4		10%10YR 5/2	sic1	34	2	2	m	sbk	fi	
Bt2	15 to 27	10YR 5/4		20%10YR 5/2	sic1	38	2	2	m	sbk	fi	
BC	27 to 30	10YR 5/4		15%10YR 5/2	sic1	35	2	1	m	sbk	fi	
Cd	30+	10YR 4/4		10%10YR 5/2	cl	32	5	0		m	vfi	
Limiting Conditions												
Perched Seasonal Water Table		inches		Description		Remarks / Risk Factors:						
Apparent Water Table		>60		perched on glacial till		Surface water should be diverted around system. Subsurface ag drainage may be present.						
Highly Permeable Material		>60										
Bedrock		>60										
Restrictive Layer		30		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.

Site and Soil Evaluation for Sewage Treatment and Dispersal

County: Delaware
 Township / Sec.: Kingston
 Property Address/Location: ~8035 Berkshire Road
 Applicant Name: Scioto Land Surveying - Foshag
 Address: _____
 Phone #: _____
 Lot #: _____
 Test Hole #: 20
 Latitude/Longitude: _____
 Method: Pit Auger Tube

Land Use / Vegetation: _____
 Ag Field
 Landform: Till Plain
 Position on Landform: Backslope
 Percent Slope: 0.5%
 Shape of Slope: Linear /Linear
 Bedrooms or GPD: 4
 Date: Monday, June 14, 2021
 Evaluator: Steven Miller, CPSSc
 Soil & Environmental Consulting, Inc.
 P.O. Box 1121
 Delaware OH 43015
 Job Number: _____
 Soil Series: _____

Signature: *Steven Miller*
 Phone#: p-614.579.1164
soilconsultant@yahoo.com



Soil Profile	Estimating Soil Saturation				Estimating Soil Permeability				Other Soil Features			
	Horizon	Depth (inches)	Matrix Color	Redoximorphic Features		Texture		Structure				
				Concentrations	Depletions	Approx. % Clay	Approx. % Fragments	Grade		Size	Type (shape)	Consistence
Ap	0 to 9	10YR 4/3			sil	20	2	2	m	sbk	fi	
Bt1	9 to 17	10YR 5/4		15%10YR 5/1	sic1	34	2	2	m	sbk	fi	
Bt2	17 to 25	10YR 5/4		25%10YR 5/1	sic1	38	2	2	m	sbk	fi	
BC	25 to 29	10YR 5/4		20%10YR 5/1	sic1	36	2	1	m	sbk	fi	
Cd	29+	10YR 4/4		10%10YR 5/1	cl	34	5	0		m	vfi	
Limiting Conditions Perched Seasonal Water Table: <u>9 inches</u> Description: <u>perched on glacial till</u> Apparent Water Table: <u>>60</u> Highly Permeable Material: <u>>60</u> Bedrock: <u>>60</u> Restrictive Layer: <u>29</u> <u>glacial till</u>												
Remarks / Risk Factors: Surface water should be diverted around system. Subsurface ag drainage may be present.												

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.

PROPERTY RELATED CONTACTS

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AREA CONTACTS

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FSR OFFICE 740.363.3671

UTILITES CONTACTS

DEL CO WATER COMPANY 740.548.7746

COSOLIADTED COOPERATIVE 800.421.5863

SPECTRUM 855.890.0512

AREA INFORMATION

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>