



WILSON NATIONAL LLC

A REAL ESTATE & AUCTION GROUP

Mark Wilson • Brandon Wilson
8845 St. Rt. 124, Hillsboro, Ohio 45133
(937) 393-3440 or 1-800-450-3440
FAX: (937) 393-3442
www.wilnat.com | advantages@wilnat.com



Confirmation of Sale

THIS MEMORANDUM OF SALE AND AGREEMENT, Made and entered into at City of Milfo rd
State Ohio, this 25th day of April, 2024, by and between:

Seller:

Name Nile J. Hayes Revocable Trust, Donald G. Mayer Trustee

Address 136 US 42, Waynesville, OH 45068

Phone _____ **Email** _____

hereinafter called the Seller; and

Purchaser:

Name _____

Address _____

Phone _____ **Email** _____

hereinafter called the Purchaser.

WITNESSETH:

THAT WHEREAS, the Seller has offered for sale at public auction through WILSON NATIONAL LLC. of Hillsboro, Ohio, the following described premises: Two homes with improvements on 3.18 acres located at 1848, 1856 and 1862 Woodville Pike, Goshen, OH, Clermont County. Parcel Numbers 112207D118, 112207D139, 112207D144, 112207D154, 112207D171, 112207D175, 112207D177, 112207D222, 112209M002, 112209M004 together with all appurtenances and hereditaments thereunto belonging but subject to all legal highways and existing easements, and WHEREAS, the purchaser has this day bid in at public auction and has purchased all of said property for the sum of (\$ _____)

NOW THEREFORE, it is agreed to the following terms: Cash on Delivery of Deed.

- That Purchaser agrees to pay the sum of \$ _____ upon execution of this agreement, the receipt of which is hereby acknowledged by the Seller, and \$ _____ on delivery of deed.
- EARNEST MONEY** - The down payment in this transaction is to be held by Wilson National LLC Trust Account of Wilson National LLC, 8845 SR 124, Hillsboro, OH 45133 until deed is delivered. In the event the Purchaser does not close on this transaction in a timely manner to no fault of the Seller, the Seller may choose any legal remedy available including but not limited to enforcing this contract via a specific performance legal action, a lawsuit for damages, or electing to declare this contract null and void and retaining the Purchasers Earnest Money. If the Seller elects to declare this contract null and void and retains said earnest money, Seller must give a 10 day notice in writing to Purchaser of such action. During this 10 day period the Purchaser shall have the right to close this transaction. In the event the Seller declares this contract null and void and retains said earnest money, by the signing of this agreement both Purchaser and Seller agree to release each other and Wilson National LLC, and all their agents and employees from any and all claims and demands whatsoever of any nature, kind or description arising out of or connected with directly or indirectly, the contract and the same is hereby agreed to be null and void and of no effect except for the retention of said earnest money by Seller.
- TAXES** Seller to pay first half of 2024 taxes
- CAUV TAXES** - The CAUV tax recoupment if applicable will be the responsibility of the Buyer
- CLOSING** - The Seller agrees to execute and deliver a good and sufficient Trustees Deed with release of dower on or about June 7, 2024
- POSSESSION** - The Seller agrees to give possession of said property on or about closing date. Buyer to have tillage rights for 2024

Confirmation of Sale (Continued)

- 7. No other terms, conditions or qualifications pertaining to this sale transaction were made or expressed except: Terms in auction brochure are an addendum to this agreement.
 If buyer or seller elects to do an IRS Section 1031 Tax Deferred Exchange please see addendum.
 Due to county regulation that you cannot have 2 houses on one parcel, the seller will transfer Tract #1 in two separate descriptions with one home on each parcel.
- 8. Purchaser acknowledges having read the attached bidder packet and brochure which is an addendum to this confirmation and agrees to the terms and conditions as set forth in said packet and announcements made by Auctioneer on day of sale.
- 9. **CONDITIONS OF IMPROVEMENTS:** Seller agrees that on Possession of the Real Estate it shall be in the same condition as it is on the date of this contract except for ordinary wear and tear and casualty damage for perils insurable under a standard fire policy with extended coverage. If the Real Estate is damaged or destroyed by fire or other casualty and if, prior to Closing, the Real Estate is not repaired or restored by and at the cost of the Seller as it was prior to the damage or destruction, then Buyer may terminate this Contract by written notice to Seller, and the Earnest Money deposit 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.
- 10. **AGENCY DISCLOSURE STATEMENT:** Buyer acknowledges having reviewed and signed the attached State of Ohio Disclosure Statement (if applicable)
- 11. **RESIDENTIAL PROPERTY DISCLOSURE FORM:** Buyer acknowledges receipt of the State of Ohio Residential Property Disclosure Form (if applicable).
- 12. **LEAD-BASED PAINT DISCLOSURE:** Buyer acknowledges waiving rights to a lead-base paint inspection (if applicable)
- 13. **FAIR HOUSING STATEMENT:** "It is illegal, pursuant to the Ohio fair housing law, Division (H) of section 4112.02 of the Revised Code, and the federal fair housing law, 42 U.S.C.A. § 604 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, 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."
- 14. **SOLE CONTRACT:** The parties agree that this contract constitutes their entire agreement and no oral or implied agreement exists. Any amendments to this contract shall be in writing, signed by all parties and copies shall be attached to all copies of the original contract. This contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 25th day of April, 2024.

Sellers: _____ Purchasers: _____

WILSON NATIONAL LLC

By _____



AGENCY DISCLOSURE STATEMENT

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

Property Address: 2 Homes w/improvements on 38.18+/- ac, located at 1846, 1856, 1862 Woodville Pike, Goshen, OH, Clermont County

Buyer(s):

Seller(s): Nile J. Hayes Revocable Trust, Donald G. Mayer Trustee

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

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

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Mark F. Wilson and real estate brokerage Wilson National LLC will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain:
represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

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

BUYER/TENANT DATE

SELLER/LANDLORD DATE

BUYER/TENANT DATE

SELLER/LANDLORD DATE

Ohio Association of REALTORS®
Residential Property Disclosure Exemption Form



To Be Completed By Owner

Property Address:

Owner's Name(s):

Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.

Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- (1) A transfer pursuant to a court order, such as probate or bankruptcy court;
- (2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
- (3) A transfer by an executor, a guardian, a conservator, or a trustee;
- (4) A transfer of new construction that has never been lived in;
- (5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the sale;
- (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
- (7) A transfer where either the owner or buyer is a government entity.

ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL DUTY TO DISCLOSE ANY KNOWN DEFECTS OR MATERIAL FACTS TO THE BUYER.

OWNER'S CERTIFICATION

By signing below, I state that the proposed transfer is exempt from the Residential Property Disclosure Form requirement. I further state that no real estate licensee has advised me regarding the completion of this form. I understand that an attorney should be consulted with any questions regarding the Residential Property Disclosure Form requirement or my duty to disclose defects or other material facts.

Owner: _____ Date: _____

Owner: _____ Date: _____

BUYER'S ACKNOWLEDGEMENT

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

This is not a state mandated form. This form has been developed by the Ohio Association of REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio Association of REALTORS® is not responsible for the use or misuse of this form.

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

SAMPLE

Purchaser's Acknowledgment (initial)

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

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

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

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

Working With Wilson National LLC

Wilson National LLC does offer representation to both buyers and sellers. Therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own client, but Wilson National LLC and its managers will act as a dual agent. This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. Wilson National LLC will still supervise both agents to assure that their respective clients are being fully represented and will protect the party's confidential information.

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

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

As a buyer you may also choose to represent yourself on properties Wilson National LLC has listed. In that instance Wilson National LLC will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When Wilson National LLC lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. Wilson National LLC does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because Wilson National LLC shares a fee with a brokerage representing the buyer, it does not mean you will be represented by that brokerage. Instead that company will be looking out for the buyer and Wilson National LLC will be representing your interests. When acting as a buyer's agent, Wilson National LLC also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, 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.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand. Because it is important that you have this information Ohio law requires that we ask you to sign below, acknowledging receipt of this consumer guide. Your signature will not obligate you to work with our company if you do not choose to do so.

Name (Please Print)

Name (Please Print)

Signature Date

Signature Date

ADDITIONAL INFORMATION

The whole property had a new survey, and final surveyed acreages will be transferred as follows:

TRACT #1: With two houses and outbuildings, 17.548 acres total

TRACT #2: 9.750 acres with barns

TRACT #3: 10.701 acres of vacant land

Due to Goshen Township regulations that you cannot have two houses on one parcel number, the seller will transfer Tract #1 consisting of 17.548 acres to buyer in two separate descriptions of 8.719 acres and 8.829 acres.

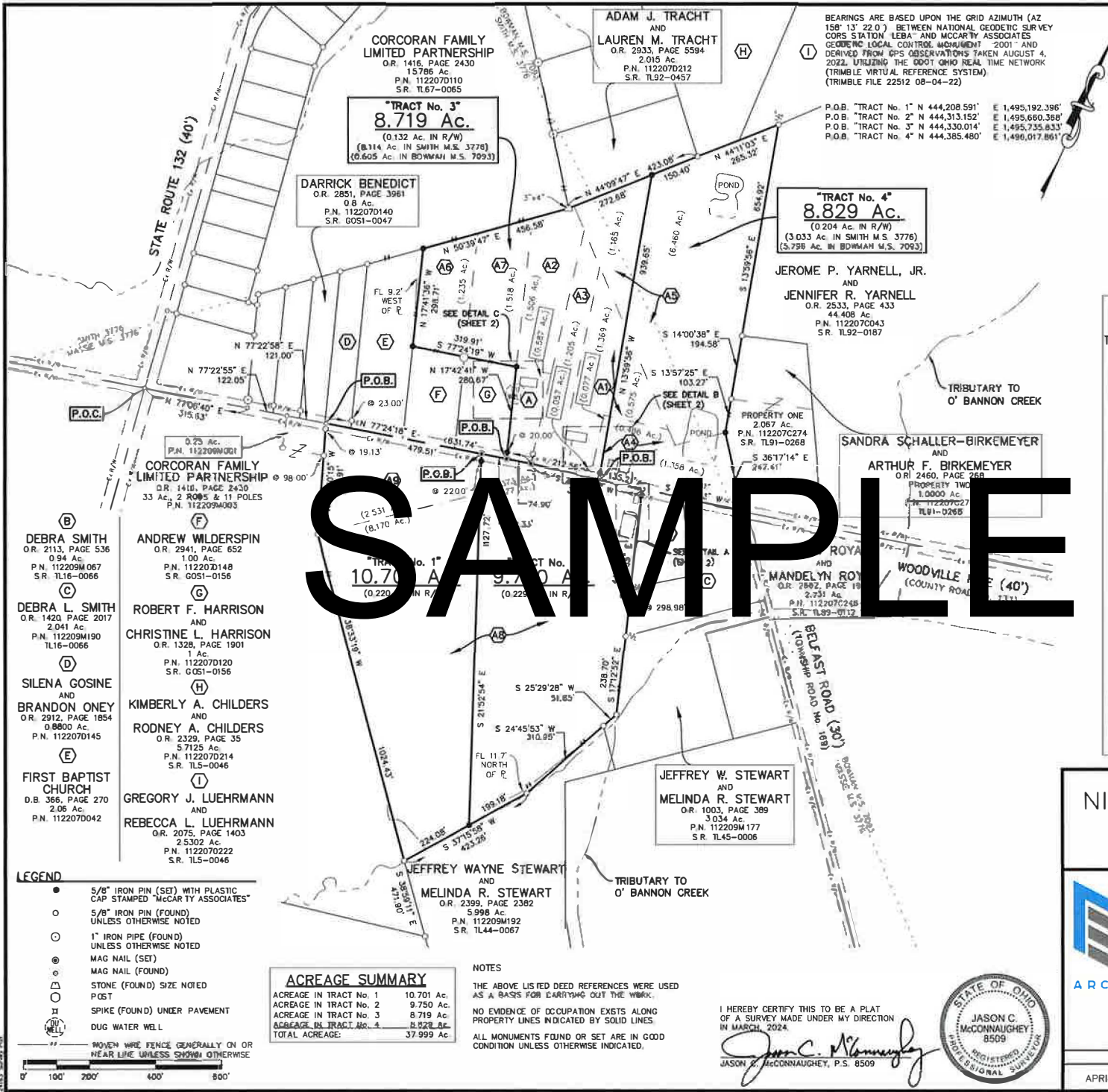
Method of Sale:

Our process gives the buying public the opportunity to bid and purchase any individual tract, combination of tracts or whole property.

We will first offer each tract individually and hold the bid. Once all individual tracts are on the board then we give buyers the opportunity to bid on a combination of tracts together. If the combination bid of two or more tracts is more than what the individuals bid on those tracts, then the combo bidder would be in the lead. However, the individual bidders have the right to increase their bid to outbid the combination bidder.

Individual tract bidders and combination bidders will compete, and property will sell in manner that brings the highest and best sale price.

SAMPLE



P.N. 112207D108. P.N. 112207D139. P.N. 112207D144.
P.N. 112207D154. P.N. 112207D171. P.N. 112207D175.
P.N. 112207D176. P.N. 112207D223. P.N. 112209M002.
P.N. 112209M004.

DATE APRIL 11, 2024
SCALE 1"=200'
DEED REFERENCE
OFFICIAL RECORD 2963 PAGE 3937
TOWNSHIP GOSHEN
MILITARY SURVEY NUMBERS
MASSIE M.S. No. 3776
BOWMAN M.S. No. 7093

DEED REFERENCE
DONALD G. MAYER
SUCCESSOR TRUSTEE OF
THE NILES J. HAYES REVOCABLE TRUST
O.R. 2963, PAGE 3937

A	PARCEL SIX 0.587 Ac. P.N. 112207D223 S.R. G053-0018
A1	PARCEL SEVEN 1.68 Ac. P.N. 112207D154
A2	PARCEL EIGHT ORIG. 1.45 Ac. P.N. 112207D139
A3	PARCEL NINE 1.23 Ac. P.N. 112207D144
A4	PARCEL TEN 0.915 Ac. P.N. 112207D108
A5	PARCEL ELEVEN 7.97 Ac. P.N. 112207D171 S.R. 0004M-0197
A6	PARCEL TWELVE 1.26 Ac. P.N. 112207D176 S.R. G051-0156
A7	PARCEL THIRTEEN 1.55 Ac. P.N. 112207D175 S.R. G051-0156
A8	PARCEL FOURTEEN 19-3/4 Ac. P.N. 112209M004
A9	PARCEL FIFTEEN 2 Ac. & 110 POLES P.N. 112209M002

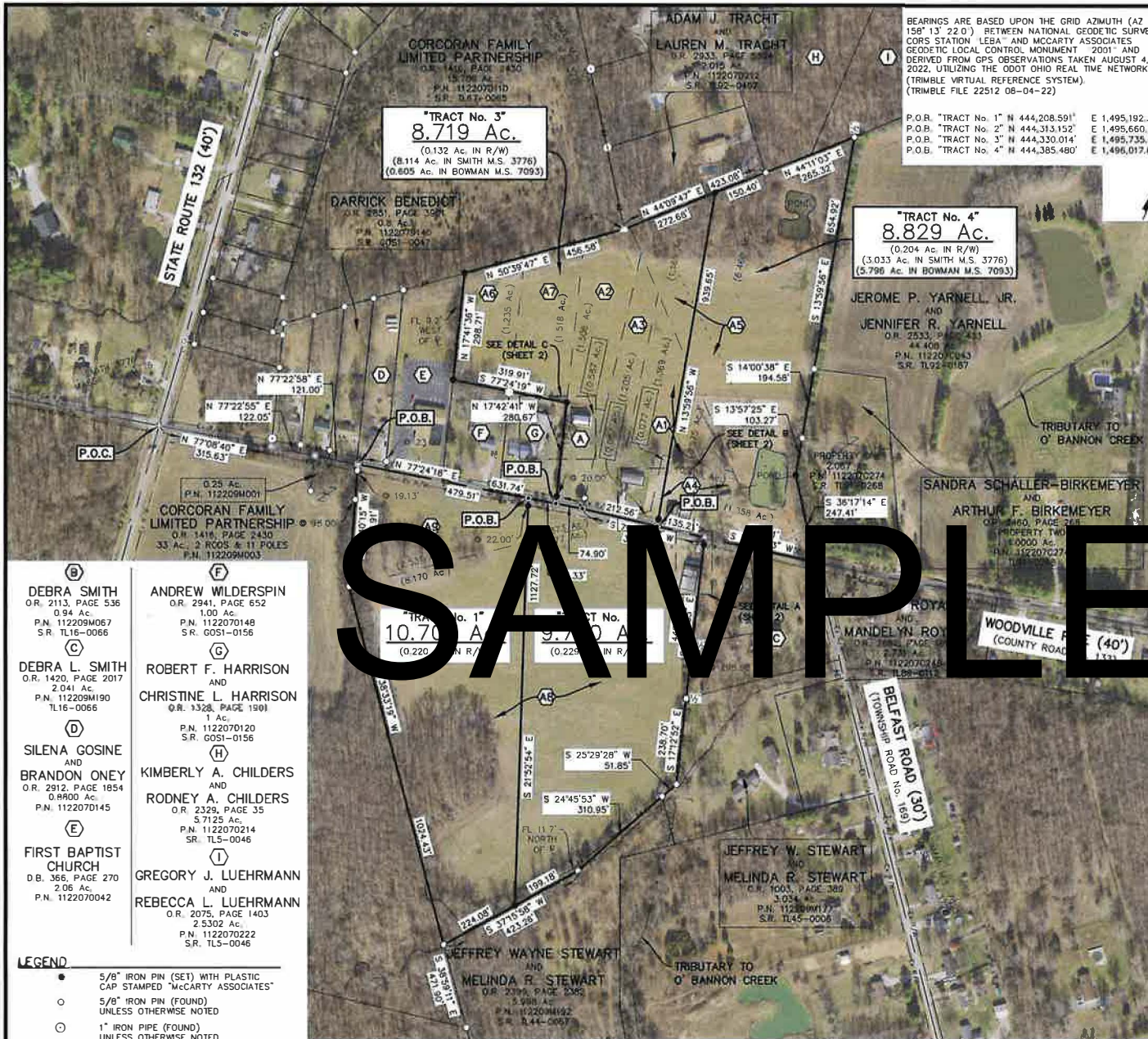
REVISION
4/12/2024

BOUNDARY SURVEY FOR
NILES J. HAYES ESTATE
GOSHEN TOWNSHIP
CLERMONT COUNTY, OHIO
MASSIE'S MILITARY SURVEY No. 3776
BOWMAN'S MILITARY SURVEY No. 7093

MCCARTY ASSOCIATES, LLC.
ARCHITECTS | ENGINEERS | SURVEYORS

213 N. High St. Hillsboro, Oh 45133
O: 937.393.9971 F 937.393.2480
MCCARTYASSOCIATES.COM

DATE	SCALE	PROJECT NO.
APRIL 11, 2024	1"=200'	S24-163



SAMPLE

BEARINGS ARE BASED UPON THE GRID AZIMUTH (AZ 158° 13' 22.0") BETWEEN NATIONAL GEODETIC SURVEY CORS STATION 163A AND MCCARTY ASSOCIATES GEODETIC LOCAL CONTROL MONUMENT 2001 AND DERIVED FROM GPS OBSERVATIONS TAKEN AUGUST 4, 2022, UTILIZING THE 0001 OHIO REAL TIME NETWORK (TRIMBLE VIRTUAL REFERENCE SYSTEM) (TRIMBLE FILE 22512 06-04-22)

P.O.B. "TRACT No. 1" N 444,208.591' E 1,495,192.396'
P.O.B. "TRACT No. 2" N 444,313.152' E 1,495,660.368'
P.O.B. "TRACT No. 3" N 444,330.014' E 1,495,735.833'
P.O.B. "TRACT No. 4" N 444,385.480' E 1,496,017.861'

P.N. 112207D108. P.N. 112207D139. P.N. 112207D144.
P.N. 112207D154. P.N. 112207D171. P.N. 112207D175.
P.N. 112207D176. P.N. 112207D223. P.N. 112209M002.
P.N. 112209M004.

DATE APRIL 11, 2024
SCALE 1"=200'
DEED REFERENCE
OFFICIAL RECORD 2963 PAGE 3937
TOWNSHIP GOSHEN
MILITARY SURVEY NUMBERS
MASSIE M.S. No. 3776
BOWMAN M.S. No. 7093

DEED REFERENCE	
DONALD G. MAYER SUCCESSOR TRUSTEE OF THE NILES J. HAYES REVOCABLE TRUST O.R. 2963, PAGE 3937	
(A)	PARCEL SIX 0.587 Ac. P.N. 112207D223 S.R. G053-0018
(A1)	PARCEL SEVEN 1.6R Ac. P.N. 112207D154
(A2)	PARCEL EIGHT ORIG. 1.45 Ac. P.N. 112207D139
(A3)	PARCEL NINE 1.23 Ac. P.N. 112207D144
(A4)	PARCEL TEN 0.515 Ac. P.N. 112207D108
(A5)	PARCEL ELEVEN 7.97 Ac. P.N. 112207D171 S.R. 0004M-0197
(A6)	PARCEL TWELVE 1.26 Ac. P.N. 112207D176 S.R. G051-0156
(A7)	PARCEL THIRTEEN 1.55 Ac. P.N. 112207D175 S.R. G051-0156
(A8)	PARCEL FOURTEEN 18-3/4 Ac. P.N. 112209M004
(A9)	PARCEL FIFTEEN 2 Ac. & 110 POLES P.N. 112209M002

REVISION
4/12/2024

BOUNDARY SURVEY FOR
NILES J. HAYES ESTATE
GOSHEN TOWNSHIP
CLERMONT COUNTY, OHIO
MASSIE'S MILITARY SURVEY No. 3776
BOWMAN'S MILITARY SURVEY No. 7093



213 N. High St. Hillsboro, Oh 45133
O: 937.393.9971 F: 937.393.2480
MCCARTYASSOCIATES.COM

DATE	SCALE	PROJECT NO.
APRIL 11, 2024	1"=200'	524-163

- (B) DEBRA SMITH
O.R. 2113, PAGE 536
0.94 Ac.
P.N. 112209M067
S.R. TL16-0066
- (C) DEBRA L. SMITH
O.R. 1420, PAGE 2017
2.041 Ac.
P.N. 112209M190
TL16-0066
- (D) SILENA GOSINE
AND
BRANDON ONEY
O.R. 2812, PAGE 1854
0.8900 Ac.
P.N. 112207D145
- (E) FIRST BAPTIST
CHURCH
O.B. 365, PAGE 270
2.06 Ac.
P.N. 1122070042
- (F) ANDREW WILDERSPIN
O.R. 2941, PAGE 652
1.00 Ac.
P.N. 1122070148
S.R. G051-0156
- (G) ROBERT F. HARRISON
AND
CHRISTINE L. HARRISON
O.R. 1328, PAGE 1501
1 Ac.
P.N. 1122070120
S.R. G051-0156
- (H) KIMBERLY A. CHILDERS
AND
RODNEY A. CHILDERS
O.R. 2329, PAGE 35
5.7125 Ac.
P.N. 1122070214
S.R. TL5-0046
- (I) GREGORY J. LUEHRMANN
AND
REBECCA L. LUEHRMANN
O.R. 2075, PAGE 1403
2.5302 Ac.
P.N. 1122070222
S.R. TL5-0046

LEGEND

- 5/8" IRON PIN (SET) WITH PLASTIC CAP STAMPED "MCCARTY ASSOCIATES"
- 5/8" IRON PIN (FOUND) UNLESS OTHERWISE NOTED
- 1" IRON PIPE (FOUND) UNLESS OTHERWISE NOTED
- MAG NAIL (SET)
- MAG NAIL (FOUND)
- STONE (FOUND) SIZE NOTED
- POST
- SPIKE (FOUND) UNDER PAVEMENT
- DUG WATER WELL
- WOVEN WIRE FENCE GENERALLY ON OR NEAR LINE UNLESS SHOWN OTHERWISE

ACREAGE SUMMARY

ACREAGE IN TRACT No. 1	10.701 Ac.
ACREAGE IN TRACT No. 2	9.750 Ac.
ACREAGE IN TRACT No. 3	8.719 Ac.
ACREAGE IN TRACT No. 4	8.829 Ac.
TOTAL ACREAGE:	37.999 Ac.

NOTES

THE ABOVE LISTED DEED REFERENCES WERE USED AS A BASIS FOR CARRYING OUT THE WORK.

NO EVIDENCE OF OCCUPATION EXISTS ALONG PROPERTY LINES INDICATED BY SOLID LINES.

ALL MONUMENTS FOUND OR SET ARE IN GOOD CONDITION UNLESS OTHERWISE INDICATED.

AERIAL IMAGERY SOURCED FROM THE OHIO GEOGRAPHICALLY REFERENCED INFORMATION PROGRAM (OGrip), ACQUIRED IN 2020.

I HEREBY CERTIFY THIS TO BE A PLAT OF A SURVEY MADE UNDER MY DIRECTION IN MARCH, 2024.

Jason C. McConaughy
JASON C. MCCONAUGHEY, P.S. 8509



3/13/24 Survey, Inc.

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : THE NILE J HAYES REVOCABLE TRUST
 CRP Contract Number(s) : None
 Recon ID : None
 Transferred From : None
 ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
39.46	26.66	26.66	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	26.66	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-Reduced Acres	CRP Reduction Acres	DC Yield	HIP
Corn	26.50	0.00	0.00	110	
Soybeans	0.00	0.00	0.00	20	
TOTAL	26.50	0.00	0.00		

SAMPLE

NOTES

Tract Number : 48797

Description : E3 2B
 FSA Physical Location : OHIO/CLERMONT
 ANSI Physical Location : OHIO/CLERMONT
 BIA Unit Range Number :
 HEL Status : NHEL: No agricultural commodity planted on undetermined fields
 Wetland Status : Wetland determinations not complete
 WL Violations : None
 Owners : THE NILE J HAYES REVOCABLE TRUST
 Other Producers : None
 Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
39.46	26.66	26.66	0.00	0.00	0.00	0.00	0.0

Abbreviated 156 Farm Record

Tract 48797 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	26.66	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	12.50	0.00	110
Soybeans	14.00	0.00	30
TOTAL	26.50	0.00	

NOTES

--

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, FD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To receive a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

SAMPLE

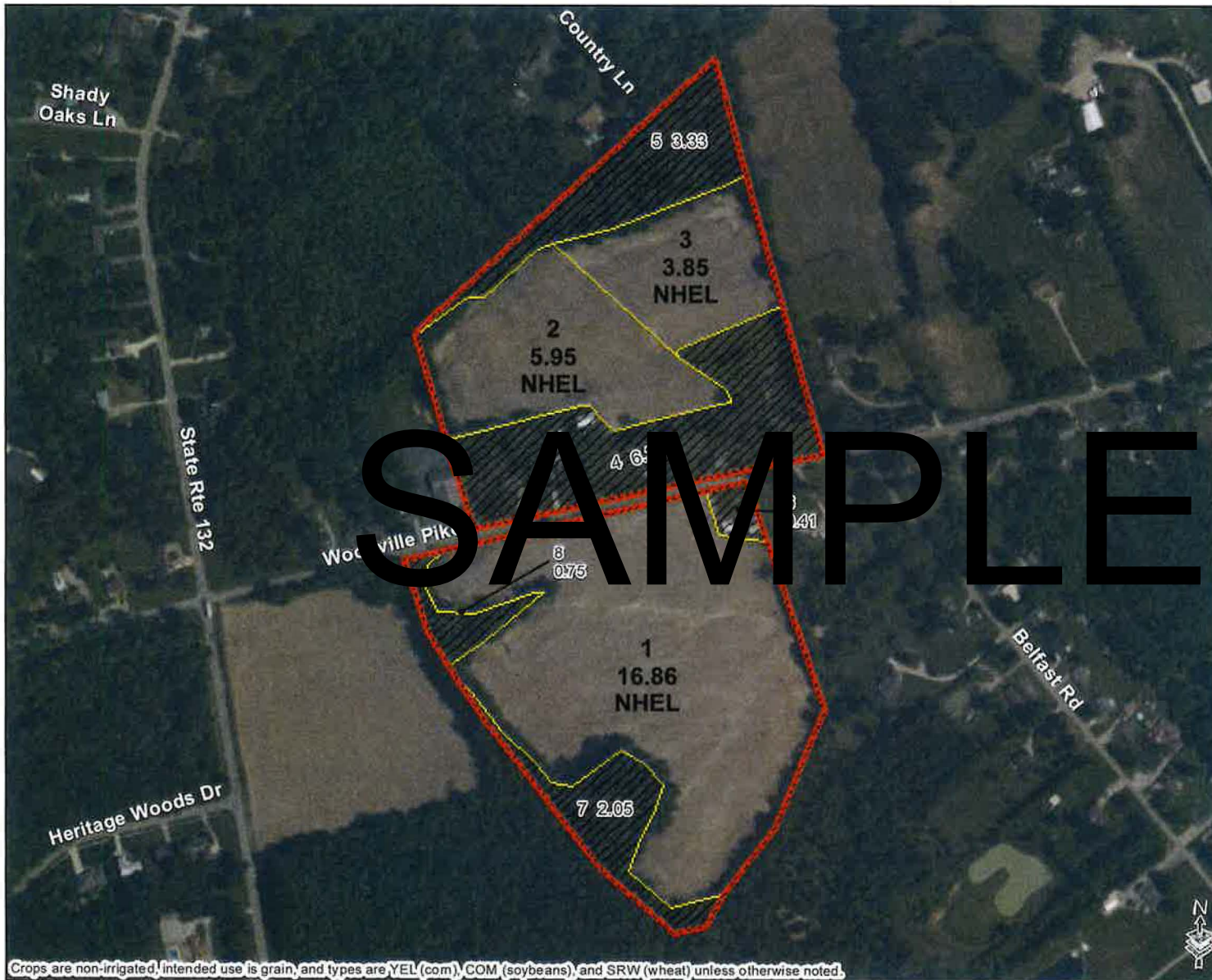


Clermont County, Ohio

702 South Main Street
Georgetown, OH 45121
937-378-6173

2024 Program Year

Farm **6861**
Tract **48797**



NOTES:
This is Farm Service Agency map showing tillable and non-tillable acreage.

Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless otherwise noted.

Tract Cropland Total: 26.66 acres

1:4,800

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership, rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination CPA-026 and attached maps for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Common Land Unit

- Non-Cropland
- Cropland
- CRP
- Tract Boundary

Wetland Determination Identifiers

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

Map Created March 08, 2024