

**STATE OF OHIO
DEPARTMENT OF AGRICULTURE**

PURCHASE AGREEMENT FOR EASEMENT
(LAEPP 2023)

This Purchase Agreement ("Agreement") is entered into by **Roger A. Lane and Dawn M. Lane, husband and wife** (hereinafter "**Seller**"), V226 State Route 109, Liberty Center, Ohio 43532, and the State of Ohio, acting by and through the **Department of Agriculture ("ODA")**, 8995 East Main Street, Reynoldsburg, Ohio 43068 and the **Fulton County Soil and Water Conservation District ("Local Sponsor")**, 8770 State Route 108, Suite B, Wauseon, Ohio 43567.

1. **PURCHASE.** Upon the terms and subject to the conditions set forth in this Agreement, Seller hereby agrees to sell and ODA and Local Sponsor agree to purchase ("Purchase"), under the terms and conditions hereinafter set forth, an Agricultural Easement ("Easement"). Easement shall be approximately 77.251 acre(s) of land located in Fulton County, County Road 8 in Delta, Ohio and which is further described in the legal description attached hereto as Exhibit A ("Property"). It is the purpose of this Easement to ensure that the Property will be retained in agricultural use, as that term is defined by Ohio Revised Code ("ORC") § 5713.30, by preserving and protecting the Property's agricultural soils and agricultural viability through a perpetual restriction on the use of the Property. For the purposes of this Agreement, Property will be deemed to refer to not only the described land but also all rights and interests in said land, including without limitation, all water and mineral rights, development rights, rights-of-way, utility agreements and improvements located on or related in any way to such land.
2. **PURCHASE PRICE:** The purchase price of the Easement is expected to be \$154,502.00 (One Hundred Fifty-Four Thousand Five Hundred Two and 00/100 Dollars), or \$2,000.00 per acre. Of the total purchase price, ODA shall contribute \$154,502.00 (One Hundred Fifty-Four Thousand Five Hundred Two and 00/100 Dollars). Landowner must complete all requirements provided by ODA in order to qualify for the purchase price specified above. After ODA receives an executed copy of this Agreement, ODA will verify the information which was submitted by the Seller. The final purchase price will be based upon ODA's policies as applied to the verifiable facts in Seller's application.

It is expressly understood by Seller that this Purchase is contingent upon the availability and receipt of all necessary funds from the appropriate State and Federal Agencies and all necessary approvals by the General Assembly and by the Controlling Board of the State of Ohio, when required, and is further contingent on the acquisition of any necessary funds from other non-state financing sources for purchase monies. Further the Purchase is contingent on Seller's performance of all of its obligations under this Agreement.

3. **DUE DILIGENCE PERIOD:** ODA shall have such time to perform due diligence on the Property to review title work and any other aspects of the property to determine the property's suitability for Purchase. ODA shall be granted until June 30, 2025 with the option of renewal for two, one (1) year terms in the sole discretion of ODA, commencing upon the execution of this Agreement by both parties. Seller agrees not to sell or transfer, or negotiate to sell or transfer the Property; or otherwise offer the Property for sale or grant any type of license, option, easement or other rights in and to the Easement during the option period. No modifications to this Agreement are permitted unless otherwise agreed to in writing by both parties.

4. **EXERCISE OF PURCHASE:** For the purpose of inducing ODA to enter into this Agreement, Seller agrees, represents, and warrants:

- (A) That Seller is legally bound and has full right, power and authority to convey the Easement in said Property to the State of Ohio, Department of Agriculture and Local Sponsor in accordance with the terms of this entire agreement as set out herein, and has marketable fee simple title to the Property.
- (B) Excepting matters disclosed to ODA (including, but not limited to, matters known at the time of this execution and thereafter), Seller has not received any notice of, nor has knowledge concerning, any adverse parties in possession of the Property, proceedings (including but not limited to eminent domain and foreclosure) against the Property or Seller, or public improvements or utilities contemplated to be placed on the Property, or any petitions now or in the future to subdivide or split off the Property.
- (C) That the Property is free of all liens and encumbrances except as shown on the title commitment or disclosed to ODA, and Seller has not and will not take any action which would result in any liens or encumbrances against the Property prior to the Closing, including but not limited to any type of mortgage, easement, permits, rights-of-way, or any other license against any right in the Property. This includes but is not limited to any rights granted to utilities and septic systems or for the building of roads or other improved surfaces.
- (D) That all laws, ordinances, rules, regulations and court orders (including, but not limited to, those relating to zoning, building, fire, health, safety, taxes, and environmental conditions and protection) of any applicable governmental agency or other party bearing on the Seller's ownership, operation or use of the Property or any part thereof, have been or will, prior to Closing, be disclosed to ODA and complied with by Seller.
- (E) That the Property is not currently used and will not be used for industrial or commercial activity beyond the production of agricultural products from the Property, and no further buildings other than for agricultural production are currently planned or will be built without further permission from ODA.
- (F) That Seller has consulted with legal counsel or has otherwise settled any estate planning matters regarding the disposition of the Property upon his death, and no further transfer or conveyance of the Property in furtherance of such planning is anticipated at this time. Seller acknowledges upon execution of this Agreement, the Property cannot be split off or otherwise broken apart, and must be conveyed as a single piece in any transfer or conveyance.
- (G) That there are no hazardous materials (including but not limited to any chemical, pollutant, contaminant, waste, toxic substance or petroleum product regulated by law or regulation) located on the Property and neither Seller, nor any previous owner of the Property, has ever violated or received any notice of the claimed violation of any federal, state, or local law or regulation relating to the health, safety or environment, including without limitation, the Clean Air Act, the Clean Water Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act. Seller agrees that it will hold ODA and Local Sponsor harmless from any and all liability or expense arising from violation of environmental laws and regulations.

- (H) Prior to the Closing, and with prior notice to Seller, ODA or its agents may enter the Easement at reasonable times for the purpose of preparing the Present Condition Report, conducting investigations, surveys, tests, and inspections as ODA may desire.
- (I) The acts of obtaining a prepared Easement and obtaining the evidence of title will be done by ODA or its agent. The cost of the Easement preparation and obtaining the evidence of title shall be borne by the Seller. The Seller will be responsible for all closing costs. Seller will cooperate with ODA and Local Sponsor in their efforts to obtain the Easement and timely respond to any requests for information.
- (J) Seller certifies that it has not given nor promised to give anything of value to any public official or employee of ODA or any other board, commission, or agency of the State of Ohio. Seller also certifies that it is in compliance with and will remain in compliance with all of the provisions of Ohio Ethics Law as provided by ORC Sections § 102.03 and § 102.04.

If ODA exercises the Purchase, then each of the representations and warranties set forth in this Paragraph will be deemed to have been remade by Seller as of the Closing Date. ODA's remedies for Seller's breach before Closing shall be provided elsewhere in this Agreement.

5. **TERM AND CONDITION OF SALE:** Upon execution of this Agreement, the sale of the Easement will be completed as follows:

- (A) **Conveyance:** Seller shall convey the Easement on the Property to the Director of the Ohio Department of Agriculture by a deed of easement with release of dower, if any. The Property which the Easement will be on must also be free and clear of any and all liens, encumbrances, mortgages and other easements that affect this Easement, other than those permitted by ODA. Once the above requirements are met and the Easement interest is recorded, Seller shall receive payment of the purchase price. Seller shall indemnify, defend and save harmless ODA, Local Sponsor, and their respective agents and employees, from any claims, demands, injuries, suits, actions, proceedings, losses, costs and damages and attorney fees arising out of the actions and omissions of Seller, its employees and/or agents or contractors, in the completion of the activities under this Agreement or relating to this Agreement. This Article shall survive any termination of this Agreement.

NOTE: Any liens, encumbrances, mortgages and easements allowed to remain must be subordinated in accordance with the policies of the Department of Agriculture before payment of the purchase price is permitted.

- (B) **Taxes:** The Seller shall remain obligated for the payment of real estate taxes and assessments on the described Property as determined by the Auditor of the County. However, the Seller may apply to the County Auditor for any reduction in real estate taxes that may result from the execution of the Easement. Taxes shall not be apportioned between the Seller and ODA. The risk of loss to the Property shall remain with Seller before and after the sale of the Easement.
- (C) **Title, Appraisal and Survey:** ODA will obtain, at the Seller's expense, a title guaranty, title insurance as evidence of the title to be conveyed hereunder, and if necessary, an appraisal. ODA may require the Seller to have the Property surveyed by a duly licensed surveyor at the Seller's expense, if ODA determines that the boundaries of the Property are not sufficiently described to enforce the Easement or if a survey is required to record the Easement. Release

of payment is subject to approval by ODA's Legal Section of the title information contained hereunder, including restrictions, reservations, conditions, agreements and easements of record, if any, and zoning ordinances, if any. If the title commitment or survey discloses any exception to title which ODA in the exercise of its reasonable judgment finds unacceptable, the Seller shall have a reasonable time period, not to exceed one hundred and eighty days (180) to cure the exception to title. If Seller fails to cure the exception, then Seller shall be considered in breach of this Agreement, and this Agreement shall terminate. ODA's remedies for breach are described in Paragraph 6 of this Agreement.

The Seller's application may be submitted to the United States Department of Agriculture's ("USDA") Natural Resource Conservation Service ("NRCS") for partial reimbursement under the Agricultural Conservation Easement Program - Agricultural Land Easement ("ACEP-ALE") program for the purchase of the Agricultural Easement. If Seller's application is submitted to USDA/NRCS, compliance with ACEP-ALE requirements will be required.

- (D) **Signs:** ODA may, at the State's expense, provide one or more signs to the landowner to erect on the property designating the farmland as being preserved with an agricultural easement.

6. **CONTINGENCY AND BREACH:** Seller may, upon thirty (30) days written notice, terminate this Agreement at any time prior to execution of the deed of Easement. In the event that Seller breaches or otherwise terminates this Agreement, ODA shall be entitled to payment or reimbursement by Seller of all ODA's costs expended under this Agreement, including but not limited to any title search or other title costs, surveys, or any other cost or expense incurred as related to this Agreement. ODA's obligation to purchase the Property is contingent upon the Seller's performance of all its obligations under this Agreement, that the Property is suitable for ODA's intended use, and all of Seller's representations and warranties being true and correct as of the date of the Closing.

Breach for the purposes of this Agreement shall specifically include but is not limited to any violation of any representations or warranties herein or any other material provision of this Agreement. No term or provision of this Agreement shall be deemed waived and no breach excused unless the waiver of consent is in writing and signed by both parties to this Agreement.

7. **CLOSING:** The closing will occur, if at all, at such specific date, time and place as are mutually agreed to by ODA and Seller. At the option of ODA, the closing of the transaction contemplated hereunder may be affected by the delivery by Seller and ODA of all closing documents and other required deliveries into escrow with an appointed Escrow Agent, and the Escrow Agent's holding, recordation, and disbursement of all such closing documents and deliveries in accordance with escrow instructions.
8. **CLOSING OBLIGATIONS:** Seller's sale of the Easement to ODA will be contingent upon Seller and ODA taking the following described obligatory actions at Closing:
- (A) **Purchase Price Payment:** ODA will pay the Purchase Price to Seller. The amount of such payment will be adjusted in the manner contemplated in Paragraph 2 of this Agreement.
- (B) **Transfer of Easement:** Seller will execute and deliver to ODA a general deed of easement free and clear of liens and encumbrances other than as agreed by ODA.
- (C) **Entity Resolutions:** If Seller is an entity (such as a corporation, limited liability company, or partnership), then Seller will execute an entity resolution affirming the authority of such party

to enter into the transaction contemplated in this Agreement and further authorizing an individual officer or representative of such party to execute this Agreement and all closing documents in the name and on behalf of such party.

(D) **Closing Statement:** Seller and ODA will execute and deliver to the other a closing statement which sets forth the economics of ODA's purchase of the Easement from Seller, including the amount of the purchase price and all those closing credits, charges and other adjustments specified herein. Seller will execute and deliver such other documents as are reasonably requested by ODA to further evidence the sale of the Easement to ODA in the manner contemplated in this Agreement.

(E) **Closing Costs:** Seller will pay all of the following closing costs:

- i. All premiums and other charges required to permit the title company to issue the title insurance policy;
- ii. All costs required to permit the surveyor to issue and certify the survey;
- iii. All recording fees associated with the recording of the general easement deed; and
- iv. All costs associated with due diligence as conducted by Local Sponsor and/or ODA.

9. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties and no prior oral or implied agreements or representations shall be binding on the parties hereto, and all rights and obligations shall accrue to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto. Seller may not assign this Agreement at any time. This Agreement may be executed in counterparts, each of which will be deemed an original, and all such counterparts will collectively constitute a single agreement. This Agreement shall be construed in accordance with the laws of Ohio, and the parties irrevocably agree to venue in Franklin County, Ohio, or the Ohio Court of Claims, as applicable, and waive any claims as to convenience of forum. Any notices required or permitted to be given under this Agreement must be in writing and delivered to Seller or ODA at the address set forth above, and must be sent by certified mail, personally delivered, or by email or facsimile transmission with proof of delivery. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable. The headings of this Agreement, including the name of this Agreement, are for informational purposes only and should not be construed against either party or otherwise used to determine the meaning of any section of this Agreement.

ACKNOWLEDGEMENTS:

IN WITNESS WHEREOF, the Seller, who hereby further agrees to release all right and expectancy of dower in said premises, have hereunto set his/her/their hand(s) this 19th day of July, 2024

SELLER:

Roger A. Lane
Roger A. Lane

Dawn M. Lane
Dawn M. Lane

STATE OF Ohio,
(state)

County of Fulton, Ohio, ss
(county) (state)

The foregoing instrument was acknowledged before me this 19th day of July, 2024, by Roger A. Lane and Dawn M. Lane, husband and wife.



KARLA M JACKSON
Notary Public
State of Ohio
My Comm. Expires
March 16, 2028

Karla M Jackson

Notary Public

**OHIO DEPARTMENT OF
AGRICULTURE (ODA):**

Jared Parko, Deputy Director

STATE OF OHIO,

County of _____, ss

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by
Jared Parko, Deputy Director, Ohio Department of Agriculture.

Notary Public

Rev. 06/18/2024

EXHIBIT A

REAL ESTATE DESCRIPTION:

Parcel 1.

Situated in the Township of Pike, County of Fulton and State of Ohio and being the Southwest quarter (1/4) of the Northwest quarter (1/4) of Section One (1), Town Ten (10) South, Range Three (3) East, containing forty (40) acres, more or less.

SAVING AND EXCEPTING THEREFROM the following parcel of real estate:

A parcel of land located in the Northwest Quarter of Section 1, Town 10 South, Range 3 East, Pike Township, Fulton County, Ohio and being further bounded and described as follows:

Commencing from a railroad spike found marking the Southwest corner of the Northwest Quarter of said Section 1, also being on the centerline of Township Road 8 (60' right of way);

Thence Northerly along the West line of the Northwest Quarter of said Section 1, also being the centerline of said Township Road 8, North 00 degrees 20 minutes 17 seconds East, a distance of 304.24 feet to a mag nail set marking the True Point of Beginning of the parcel herein described;

Thence continuing Northerly along the West line of the Northwest Quarter of said Section 1, also being the centerline of said Township Road 8, North 00 degrees 20 minutes 17 seconds East, a distance of 391.00 feet to a mag nail set;

1. Thence Easterly along a line perpendicular to the West line of the Northwest Quarter of said Section 1, South 89 degrees 39 minutes 43 seconds East, a distance of 235.00 feet to an iron pin set, passing over an iron pin set at a distance of 30.00 feet;
2. Thence Southerly along a line parallel with the West line of the Northwest Quarter of said Section 1, South 00 degrees 20 minutes 17 seconds West, a distance of 391.00 feet to an iron pin set;
3. Thence Westerly along a line perpendicular to the West line of the Northwest Quarter of said Section 1, North 89 degrees 39 minutes 43 seconds West, a distance of 235.00 feet to the True Point of Beginning, passing over an iron pin set at a distance of 205.00 feet, containing in all 2.109 acres of land more or less, of which 0.269 acres lie within Township Road 8 right of way.

The above legal description is based on a land survey performed during July of 2020, by DGL Consulting Engineers, LLC and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.

NOTE: The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

All references to "an iron pin set" are 5/8" diameter x 30" long iron pins with cap "DGL – RJL 8029".

Containing after said exception, 37.891 acres, more or less.

Parcel #20-040392-00.000

Parcel 2.

Situated in the County of Fulton, State of Ohio and in the Township of Pike: Being the Northwest quarter (1/4) of the Northwest Quarter (1/4) of Section One (1), Town Ten (10) South, Range Three (3) East, containing forty (40) acres of land, more or less.

SAVING AND EXCEPTING THEREFROM a parcel of land situated in the County of Fulton, State of Ohio, and Township of Pike and commencing at the Northwest corner of Section One (1), Town Ten (10) South, Range Three (3) East; thence southerly along said section line 751 feet to a point, the place of beginning; thence easterly perpendicular to said section line 182 feet to a point; thence southerly parallel with said section line 154 feet to a point, thence westerly 182 feet to a point on said section line; thence northerly 154 feet to the place of beginning.

Containing after said exception, 39.356 acres, more or less.

Parcel #20-040372-00.000

**STATE OF OHIO
DEPARTMENT OF AGRICULTURE**

PURCHASE AGREEMENT FOR EASEMENT
(LAEPP 2022)

This Purchase Agreement ("Agreement") is entered into by **Gloria Swick-Brown, fka Gloria Westhoven, fka Gloria Swick, married**, 1564 Center Park Drive, Marion, Ohio 43302, and **Christina Ritchey Wilson, fka Christina Ritchey, aka Christina Ritchie, married**, P.O. Box 226, Jacksontown, OH 43030 (hereinafter "Seller"), and the State of Ohio, acting by and through the **Department of Agriculture ("ODA")**, 8995 East Main Street, Reynoldsburg, Ohio 43068 and the **Marion Soil and Water Conservation District ("Local Sponsor")**, 1100 Center Street, Marion, Ohio 43302.

1. **PURCHASE.** Upon the terms and subject to the conditions set forth in this Agreement, Seller hereby agrees to sell and ODA and Local Sponsor agree to purchase ("Purchase"), under the terms and conditions hereinafter set forth, an Agricultural Easement ("Easement"). Easement shall be approximately 131.35 acre(s) of land located in Marion County, Morral Kirkpatrick Road in Morral, Ohio and which is further described in the legal description attached hereto as Exhibit A ("Property"). It is the purpose of this Easement to ensure that the Property will be retained in agricultural use, as that term is defined by Ohio Revised Code ("ORC") § 5713.30, by preserving and protecting the Property's agricultural soils and agricultural viability through a perpetual restriction on the use of the Property. For the purposes of this Agreement, Property will be deemed to refer to not only the described land but also all rights and interests in said land, including without limitation, all water and mineral rights, development rights, rights-of-way, utility agreements and improvements located on or related in any way to such land.
2. **PURCHASE PRICE:** The purchase price of the Easement is expected to be \$207,084.00 (Two Hundred Seven Thousand Eighty-Four and 00/100 Dollars), or \$1,576.58 per acre. Of the total purchase price, ODA shall contribute \$207,084.00 (Two Hundred Seven Thousand Eighty-Four and 00/100 Dollars). Landowner must complete all requirements provided by ODA in order to qualify for the purchase price specified above. After ODA receives an executed copy of this Agreement, ODA will verify the information which was submitted by the Seller. The final purchase price will be based upon ODA's policies as applied to the verifiable facts in Seller's application.

It is expressly understood by Seller that this Purchase is contingent upon the availability and receipt of all necessary funds from the appropriate State and Federal Agencies and all necessary approvals by the General Assembly and by the Controlling Board of the State of Ohio, when required, and is further contingent on the acquisition of any necessary funds from other non-state financing sources for purchase monies. Further the Purchase is contingent on Seller's performance of all of its obligations under this Agreement.

3. **DUE DILIGENCE PERIOD:** ODA shall have such time to perform due diligence on the Property to review title work and any other aspects of the property to determine the property's suitability for Purchase. ODA shall be granted until June 30, 2025 with the option of renewal for two, one (1) year terms in the sole discretion of ODA, commencing upon the execution of this Agreement by both parties. Seller agrees not to sell or transfer, or negotiate to sell or transfer the Property; or otherwise offer the Property for sale or grant any type of license, option, easement or other rights in and to the Easement during the option period. No modifications to this Agreement are permitted unless otherwise agreed to in writing by both parties.

4. **EXERCISE OF PURCHASE:** For the purpose of inducing ODA to enter into this Agreement, Seller agrees, represents, and warrants:

- (A) That Seller is legally bound and has full right, power and authority to convey the Easement in said Property to the State of Ohio, Department of Agriculture and Local Sponsor in accordance with the terms of this entire agreement as set out herein, and has marketable fee simple title to the Property.
- (B) Excepting matters disclosed to ODA (including, but not limited to, matters known at the time of this execution and thereafter), Seller has not received any notice of, nor has knowledge concerning, any adverse parties in possession of the Property, proceedings (including but not limited to eminent domain and foreclosure) against the Property or Seller, or public improvements or utilities contemplated to be placed on the Property, or any petitions now or in the future to subdivide or split off the Property.
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- (D) That all laws, ordinances, rules, regulations and court orders (including, but not limited to, those relating to zoning, building, fire, health, safety, taxes, and environmental conditions and protection) of any applicable governmental agency or other party bearing on the Seller's ownership, operation or use of the Property or any part thereof, have been or will, prior to Closing, be disclosed to ODA and complied with by Seller.
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- (G) That there are no hazardous materials (including but not limited to any chemical, pollutant, contaminant, waste, toxic substance or petroleum product regulated by law or regulation) located on the Property and neither Seller, nor any previous owner of the Property, has ever violated or received any notice of the claimed violation of any federal, state, or local law or regulation relating to the health, safety or environment, including without limitation, the Clean Air Act, the Clean Water Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act. Seller agrees that it will hold ODA and Local Sponsor harmless from any and all liability or expense arising from violation of environmental laws and regulations.

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If ODA exercises the Purchase, then each of the representations and warranties set forth in this Paragraph will be deemed to have been remade by Seller as of the Closing Date. ODA's remedies for Seller's breach before Closing shall be provided elsewhere in this Agreement.

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NOTE: Any liens, encumbrances, mortgages and easements allowed to remain must be subordinated in accordance with the policies of the Department of Agriculture before payment of the purchase price is permitted.

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of payment is subject to approval by ODA's Legal Section of the title information contained hereunder, including restrictions, reservations, conditions, agreements and easements of record, if any, and zoning ordinances, if any. If the title commitment or survey discloses any exception to title which ODA in the exercise of its reasonable judgment finds unacceptable, the Seller shall have a reasonable time period, not to exceed one hundred and eighty days (180) to cure the exception to title. If Seller fails to cure the exception, then Seller shall be considered in breach of this Agreement, and this Agreement shall terminate. ODA's remedies for breach are described in Paragraph 6 of this Agreement.

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7. **CLOSING:** The closing will occur, if at all, at such specific date, time and place as are mutually agreed to by ODA and Seller. At the option of ODA, the closing of the transaction contemplated hereunder may be affected by the delivery by Seller and ODA of all closing documents and other required deliveries into escrow with an appointed Escrow Agent, and the Escrow Agent's holding, recordation, and disbursement of all such closing documents and deliveries in accordance with escrow instructions.

8. **CLOSING OBLIGATIONS:** Seller's sale of the Easement to ODA will be contingent upon Seller and ODA taking the following described obligatory actions at Closing:

- (A) **Purchase Price Payment:** ODA will pay the Purchase Price to Seller. The amount of such payment will be adjusted in the manner contemplated in Paragraph 2 of this Agreement.
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- (C) **Entity Resolutions:** If Seller is an entity (such as a corporation, limited liability company, or partnership), then Seller will execute an entity resolution affirming the authority of such party

to enter into the transaction contemplated in this Agreement and further authorizing an individual officer or representative of such party to execute this Agreement and all closing documents in the name and on behalf of such party.

(D) **Closing Statement:** Seller and ODA will execute and deliver to the other a closing statement which sets forth the economics of ODA's purchase of the Easement from Seller, including the amount of the purchase price and all those closing credits, charges and other adjustments specified herein. Seller will execute and deliver such other documents as are reasonably requested by ODA to further evidence the sale of the Easement to ODA in the manner contemplated in this Agreement.

(E) **Closing Costs:** Seller will pay all of the following closing costs:


- i. All premiums and other charges required to permit the title company to issue the title insurance policy;
- ii. All costs required to permit the surveyor to issue and certify the survey;
- iii. All recording fees associated with the recording of the general easement deed; and
- iv. All costs associated with due diligence as conducted by Local Sponsor and/or ODA.

9. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties and no prior oral or implied agreements or representations shall be binding on the parties hereto, and all rights and obligations shall accrue to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto. Seller may not assign this Agreement at any time. This Agreement may be executed in counterparts, each of which will be deemed an original, and all such counterparts will collectively constitute a single agreement. This Agreement shall be construed in accordance with the laws of Ohio, and the parties irrevocably agree to venue in Franklin County, Ohio, or the Ohio Court of Claims, as applicable, and waive any claims as to convenience of forum. Any notices required or permitted to be given under this Agreement must be in writing and delivered to Seller or ODA at the address set forth above, and must be sent by certified mail, personally delivered, or by email or facsimile transmission with proof of delivery. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable. The headings of this Agreement, including the name of this Agreement, are for informational purposes only and should not be construed against either party or otherwise used to determine the meaning of any section of this Agreement.

ACKNOWLEDGEMENTS:

IN WITNESS WHEREOF, the Seller, who hereby further agrees to release all right and expectancy of dower in said premises, have hereunto set his/her/their hand(s) this 28th day of June, 2024.

SELLER:



Gloria Swick-Brown (undivided 1/3 fee simple interest and an estate for life in the remaining undivided 2/3 interest)



Paul Clifford Brown (as to dower rights)

STATE OF Ohio,
(state)

County of Marion, OH, ss
(county) (state)

The foregoing instrument was acknowledged before me this 28th day of June, 2024, by
Gloria Swick-Brown and Paul Clifford Brown, wife and husband.





Ashlie Davis
Notary Public
In and for the State of Ohio
My Commission Expires
October 22, 2025



Notary Public

SELLER:


Christina Ritchey Wilson (a remainder interest in
in the remaining undivided 2/3 interest)


Marvin Harvey Wilson (as to dower rights)


STATE OF Ohio,
(state)

County of Marion, OH, ss
(county) (state)

The foregoing instrument was acknowledged before me this 20th day of June, 2024 by
Christina Ritchey Wilson and Marvin Harvey Wilson, wife and husband.



Ashlie Davis
Notary Public
In and for the State of Ohio
My Commission Expires
October 22, 2025


Notary Public

**OHIO DEPARTMENT OF
AGRICULTURE (ODA):**

Jared Parko, Deputy Director

STATE OF OHIO,

County of _____, ss

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by
Jared Parko, Deputy Director of the Ohio Department of Agriculture.

Notary Public

Rev. 05/15/2023

EXHIBIT A

An Undivided One-Sixth (1/6th) Interest in and to the Following:

PARCEL NO. 1:

Situated in the County of Marion and State of Ohio and Township of Salt Rock and bounded and described as follows:

Seven and one-half (7.5) acres of land, more or less, off the west side of the southwest quarter of the southeast quarter of Section 15, Township 4 South, Range 14 East, said lands being the same lands apportioned and assigned to Pheobe J. Washburn in the case of George Washburn vs. Pheobe J. Washburn, et al., Case NO. 1246, Court of Common Pleas, Marion County, Ohio, be the same more or less, but subject to all legal highways.

PARCEL NO. 2:

Situated in the County of Marion and State of Ohio and Township of Salt Rock and being all that portion of the west half of the southwest quarter of Section 15, Township 4 South, Range 14 East, which lies east of the center of the road leading from the Town of Big Island, Marion County to the Town of Upper Sandusky, Wyandot County, Ohio, common called the Radnor Road, containing four (4) acres more or less.

Also, situated in Salt Rock Township, Marion County, Ohio, and being all that port of the east half of the said southwest quarter of Section 15, Township 4 South, Range 14 East, which lies east of the center of the Radnor Road, containing sixty-nine and one-half (69.50) acres.

The above tracts contain seventy-three and one-half (73.5) acres, more or less.

Also situated in Salt Rock Township, Marion County, Ohio, and being the north half of the west half of the southeast quarter of Section 15, Township 4 South, Range 14 East, containing forty (40) acres, more or less.

Containing in the aggregate one hundred thirteen and one-half (113.5) acres more or less, but subject to all legal highways.

PARCEL NO. 3:

Situated in the County of Marion, State of Ohio, Township of Salt Rock, being part of the South one-half of Section 15 in Township 4 South, Range 14 East and being described as follows:

Being in the Southwest Quarter of the Southeast Quarter of said Section 15, Township 4 South, Range 14 East, and being eleven (11) acres (strict measure) and immediately west and adjoining two (2) certain eleven (11) acres tracts (strict measure) taken immediately off the east side of the southeast quarter of said southeast quarter of said Section 15, Township 4 South, Range 14 east; being the tract set off and assigned to one George Washburn in a certain proceeding in partition in the Court of Common Pleas of Marion County, Ohio, at its February term A.D. 1874, wherein said George Washburn was Plaintiff and Phoebe J. Washburn, et al. were Defendants. Complete record, Vol. 18, Page 387, etc. in the Clerk's Office of said Court.

EXCEPTING THEREFROM THE FOLLOWING:

TRACT NO. 1:

Being part of Section 15 in Township 4 South, Range 14 East and further bounded and described as follows:

Commencing at the southwest corner of the southeast quarter of said Section 15, being a point in the center of County Road No. 67; thence eastward with the south section line of said Section 15 and the mid-line of said County Road No. 67 (formerly known as the West Morral Pike) three hundred ten (310) feet to a point, being the southeast corner of a tract of 1.136 acres heretofore conveyed to Clare O. Hensel and Sandra J. Hensel and the Place of Beginning; thence north parallel with the east line of said 1.136 acre tract and parallel with the north-south half section line two hundred seventy-five (275) feet to the northeast corner of said 1.136 acre tract; thence east parallel with the south line of said Section 15 one hundred ninety-four (194) feet to a point; thence south parallel with the half section line two hundred seventy five (275) feet to the center of said County Road 67, being the south line of said section; thence west with the south section line and the midline of said County Road One

Hundred Ninety-four (194) feet to the Place of Beginning, containing 1.224 acres more or less.

TRACT 2:

Being part of Section 15 in Township 4 South, Range 14 East and further bounded and described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 15, being a point in the center of County Road No. 67; thence eastward with the South Section line of said Section 15 and the midline of said County Road No. 67 (formerly known as the West Morral Pike) five hundred four (504) feet to a point, being the southeast corner of a tract of 1.224 acres, being Tract 1 herein and the Place of Beginning; thence north parallel with the east line of said 1.224 acre tract and parallel with the north-south half section line two hundred seventy-five (275) feet to the northeast corner of said 1.224 acre tract; thence east parallel with the south line of said Section 15 one hundred twenty (120) feet more or less to the past line of the tract of land, property of the Grantors, of which this tract is a part; thence south with said property line two hundred seventy-five (275) feet to the center of said County Road 67, being the south line of said section; thence west with the south section line and the midline of said County Road one hundred twenty (120) feet more or less to the Place of Beginning; containing .757 acres, more or less.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

Being part of Section 15, Township 4 South, Range 14 East, and being further bounded and described as follows:

Beginning at the southeast corner of the southeast quarter of said Section 15, being a point in the center of County Road No. 67, thence north with the half section line of said Section 15, two hundred seventy-five (275) feet to a point; thence east parallel with the south line of said Section 15, one hundred thirty (130) feet to a point; thence south two hundred seventy-five (275) feet to the center of said County Road No. 67, being the south line of said Section 15; thence west with the center of said road and the south line of said Section 15, one hundred thirty (130) feet to the place of beginning, containing .8207 acres, more or less.

The Tract herein conveyed does not contain additional building.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

Commencing at the southwest corner of the southeast quarter of said Section 15, being a point in the center of County Road No. 67; thence eastward with the south section line of said Section 15 and the midline of said County Road No. 67 (formerly known as the West Morral Pike) one hundred thirty (130) feet to a point, being the southeast corner of a tract of .8207 acres heretofore conveyed to John M. and Glenna Ruth Burchette and the Place of Beginning; thence north parallel with the east line of said .8207 acre tract and parallel with the north-south half section line two hundred seventy-five (275) feet to the northeast corner of said .8207 acre tract; thence east with the south line of said Section 15 one hundred eighty (180) feet to a point; thence south parallel with the half section line two hundred seventy-five (275) feet to the center of said County Road 67, being the south line of said section; thence west with the south section line and the midline of said county road one hundred eighty (180) feet to the place of beginning, containing 1.136 acres, more or less.

CONTAINING AFTER SAID EXCEPTIONS 127.561 ACRES MORE OR LESS.

NOW MORE ACCURATELY DESCRIBED AS RECORDED IN THE MARION COUNTY RECORDER'S OFFICIAL RECORDS VOL. 1662, PG. 104.

Being a part of the S.E. Quarter and a part of the S.W. Quarter of Section 15; Township 4 South; Range 14 East; Salt Rock Township; Marion County; State of Ohio; and more particularly described as follows:

Beginning at an iron pin found at the center of Section 15;

Thence South 89 degrees, 05 minutes, 05 seconds East; with the South Line of Lands, now or formerly, in the name of McCarthy Family Farms, LLC, as recorded in Official Records Volume 1138; Page 650; and with the North line of the S.E. Quarter of Section 15; a distance of 1348.14 feet to a point;

Thence South 01 degrees, 19 minutes, 05 seconds West; with a West Line of Lands, now or formerly, in the name of Ryan A. and Jennifer L. Anderson (Surv), as recorded in official Records Volume 1476, Page 054; with a West Line of Lands, now or formerly, in the name of Annie S. Joseph, as recorded in Official Records Volume 849, Page 977; and crossing an iron pin found at 3.00 feet; a total distance of 1329.17 feet to an iron pin found;

Thence North 88 degrees, 08 minutes, 45 seconds West; with a North Line of Said Lands of Annie S. Joseph, and crossing an iron pin found (bent) at 736.89 feet; a total distance of 740.19 feet to a point;

Thence South 00 degrees, 20 minutes, 15 seconds West; with a West Line of Said Lands of Annie S. Joseph, a distance of 1056.11 feet to a tree; said point being referenced by an iron pin set bearing South 00 degrees, 20 minutes, 15 seconds West; a distance of 5.00 feet;

Thence North 88 degrees, 56 minutes, 25 seconds West; with a South line of Grantor, a distance of 624.00 feet to an iron pin set;

Thence South 00 degrees, 20 minutes, 15 seconds West; with a West Line of Lands, now or formerly, in the name of John M. and Glenna R. Burchett, as recorded in Deed Volume 448, Page 282; and crossing an iron pin set at 245.00 feet; a total distance of 275.00 feet to a point in the center of County Road #67 (Morral-Kirkpatrick Road – 60 feet in width);

Thence North 88 degrees, 56 minutes, 25 seconds West; with the center of County Road #67 and with the South Line of the S.W. Quarter of Section 15, a distance of 691.64 feet to a railroad spike found in the center of County Road #83 (Prospect-Upper Sandusky Road – 60 feet in width);

Thence North 21 degrees, 38 minutes, 15 seconds West; with the center of County Road #83, a distance of 2864.12 feet to a railroad spike found;

Thence South 89 degrees, 04 minutes, 23 seconds East; with the South Line of Lands, now or formerly, in the name of William and Patricia Putman (Surv), as recorded in Official Records Volume 943, Page 686; and with the North Line of the S.W. Quarter of Section 15, a distance of 1801.99 feet to the place of beginning.

Containing 131.350 acres of land, more or less, and subject to all legal highways, right-of-ways, easements, restrictions, and agreements of record.

All set iron pins are solid, 5/8 inch, and bear a plastic cap stamped "Garverick L.S. 6816."

Prior Deed: Official Records Volume 145, Page 728; in the name of Gloria Swick (Life Estate).

Basis of bearings: the center of County Road #67 as North 88 degrees, 56 minutes, 25 seconds West according to a survey by S. Fox, dated June 18, 1993.

The above description is based upon a survey by Jan K. Garverick, L.S. 6816; dated January/February 2023.

**STATE OF OHIO
DEPARTMENT OF AGRICULTURE**

PURCHASE AGREEMENT FOR EASEMENT
(LAEPP 2023)

This Purchase Agreement ("Agreement") is entered into by **Dean W. Humberger and Lois L. Humberger, husband and wife** (hereinafter "**Seller**"), 210 N. Opfer Lentz Road, Genoa, Ohio 43443, and the State of Ohio, acting by and through the **Department of Agriculture ("ODA")**, 8995 East Main Street, Reynoldsburg, Ohio 43068 and the **Ottawa Soil and Water Conservation District ("Local Sponsor")**, 240 West Lake Street, Oak Harbor, Ohio 43449.

1. **PURCHASE.** Upon the terms and subject to the conditions set forth in this Agreement, Seller hereby agrees to sell and ODA and Local Sponsor agree to purchase ("Purchase"), under the terms and conditions hereinafter set forth, an Agricultural Easement ("Easement"). Easement shall be approximately 40.0 acre(s) of land located in Ottawa County, North Opfer Lentz Road in Genoa, Ohio and which is further described in the legal description attached hereto as Exhibit A ("Property"). It is the purpose of this Easement to ensure that the Property will be retained in agricultural use, as that term is defined by Ohio Revised Code ("ORC") § 5713.30, by preserving and protecting the Property's agricultural soils and agricultural viability through a perpetual restriction on the use of the Property. For the purposes of this Agreement, Property will be deemed to refer to not only the described land but also all rights and interests in said land, including without limitation, all water and mineral rights, development rights, rights-of-way, utility agreements and improvements located on or related in any way to such land.
2. **PURCHASE PRICE:** The purchase price of the Easement is expected to be \$80,000.00 (Eighty-Thousand and 00/100 Dollars), or \$2,000.00 per acre. Of the total purchase price, ODA shall contribute \$80,000.00 (Eighty-Thousand and 00/100 Dollars). Landowner must complete all requirements provided by ODA in order to qualify for the purchase price specified above. After ODA receives an executed copy of this Agreement, ODA will verify the information which was submitted by the Seller. The final purchase price will be based upon ODA's policies as applied to the verifiable facts in Seller's application.

It is expressly understood by Seller that this Purchase is contingent upon the availability and receipt of all necessary funds from the appropriate State and Federal Agencies and all necessary approvals by the General Assembly and by the Controlling Board of the State of Ohio, when required, and is further contingent on the acquisition of any necessary funds from other non-state financing sources for purchase monies. Further the Purchase is contingent on Seller's performance of all of its obligations under this Agreement.

3. **DUE DILIGENCE PERIOD:** ODA shall have such time to perform due diligence on the Property to review title work and any other aspects of the property to determine the property's suitability for Purchase. ODA shall be granted until June 30, 2025 with the option of renewal for two, one (1) year terms in the sole discretion of ODA, commencing upon the execution of this Agreement by both parties. Seller agrees not to sell or transfer, or negotiate to sell or transfer the Property; or otherwise offer the Property for sale or grant any type of license, option, easement or other rights in and to the Easement during the option period. No modifications to this Agreement are permitted unless otherwise agreed to in writing by both parties.

4. **EXERCISE OF PURCHASE:** For the purpose of inducing ODA to enter into this Agreement, Seller agrees, represents, and warrants:
- (A) That Seller is legally bound and has full right, power and authority to convey the Easement in said Property to the State of Ohio, Department of Agriculture and Local Sponsor in accordance with the terms of this entire agreement as set out herein, and has marketable fee simple title to the Property.
 - (B) Excepting matters disclosed to ODA (including, but not limited to, matters known at the time of this execution and thereafter), Seller has not received any notice of, nor has knowledge concerning, any adverse parties in possession of the Property, proceedings (including but not limited to eminent domain and foreclosure) against the Property or Seller, or public improvements or utilities contemplated to be placed on the Property, or any petitions now or in the future to subdivide or split off the Property.
 - (C) That the Property is free of all liens and encumbrances except as shown on the title commitment or disclosed to ODA, and Seller has not and will not take any action which would result in any liens or encumbrances against the Property prior to the Closing, including but not limited to any type of mortgage, easement, permits, rights-of-way, or any other license against any right in the Property. This includes but is not limited to any rights granted to utilities and septic systems or for the building of roads or other improved surfaces.
 - (D) That all laws, ordinances, rules, regulations and court orders (including, but not limited to, those relating to zoning, building, fire, health, safety, taxes, and environmental conditions and protection) of any applicable governmental agency or other party bearing on the Seller's ownership, operation or use of the Property or any part thereof, have been or will, prior to Closing, be disclosed to ODA and complied with by Seller.
 - (E) That the Property is not currently used and will not be used for industrial or commercial activity beyond the production of agricultural products from the Property, and no further buildings other than for agricultural production are currently planned or will be built without further permission from ODA.
 - (F) That Seller has consulted with legal counsel or has otherwise settled any estate planning matters regarding the disposition of the Property upon his death, and no further transfer or conveyance of the Property in furtherance of such planning is anticipated at this time. Seller acknowledges upon execution of this Agreement, the Property cannot be split off or otherwise broken apart, and must be conveyed as a single piece in any transfer or conveyance.
 - (G) That there are no hazardous materials (including but not limited to any chemical, pollutant, contaminant, waste, toxic substance or petroleum product regulated by law or regulation) located on the Property and neither Seller, nor any previous owner of the Property, has ever violated or received any notice of the claimed violation of any federal, state, or local law or regulation relating to the health, safety or environment, including without limitation, the Clean Air Act, the Clean Water Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act. Seller agrees that it will hold ODA and Local Sponsor harmless from any and all liability or expense arising from violation of environmental laws and regulations.

- (H) Prior to the Closing, and with prior notice to Seller, ODA or its agents may enter the Easement at reasonable times for the purpose of preparing the Present Condition Report, conducting investigations, surveys, tests, and inspections as ODA may desire.
- (I) The acts of obtaining a prepared Easement and obtaining the evidence of title will be done by ODA or its agent. The cost of the Easement preparation and obtaining the evidence of title shall be borne by the Seller. The Seller will be responsible for all closing costs. Seller will cooperate with ODA and Local Sponsor in their efforts to obtain the Easement and timely respond to any requests for information.
- (J) Seller certifies that it has not given nor promised to give anything of value to any public official or employee of ODA or any other board, commission, or agency of the State of Ohio. Seller also certifies that it is in compliance with and will remain in compliance with all of the provisions of Ohio Ethics Law as provided by ORC Sections § 102.03 and § 102.04.

If ODA exercises the Purchase, then each of the representations and warranties set forth in this Paragraph will be deemed to have been remade by Seller as of the Closing Date. ODA's remedies for Seller's breach before Closing shall be provided elsewhere in this Agreement.

5. **TERM AND CONDITION OF SALE:** Upon execution of this Agreement, the sale of the Easement will be completed as follows:

- (A) **Conveyance:** Seller shall convey the Easement on the Property to the Director of the Ohio Department of Agriculture by a deed of easement with release of dower, if any. The Property which the Easement will be on must also be free and clear of any and all liens, encumbrances, mortgages and other easements that affect this Easement, other than those permitted by ODA. Once the above requirements are met and the Easement interest is recorded, Seller shall receive payment of the purchase price. Seller shall indemnify, defend and save harmless ODA, Local Sponsor, and their respective agents and employees, from any claims, demands, injuries, suits, actions, proceedings, losses, costs and damages and attorney fees arising out of the actions and omissions of Seller, its employees and/or agents or contractors, in the completion of the activities under this Agreement or relating to this Agreement. This Article shall survive any termination of this Agreement.

NOTE: Any liens, encumbrances, mortgages and easements allowed to remain must be subordinated in accordance with the policies of the Department of Agriculture before payment of the purchase price is permitted.

- (B) **Taxes:** The Seller shall remain obligated for the payment of real estate taxes and assessments on the described Property as determined by the Auditor of the County. However, the Seller may apply to the County Auditor for any reduction in real estate taxes that may result from the execution of the Easement. Taxes shall not be apportioned between the Seller and ODA. The risk of loss to the Property shall remain with Seller before and after the sale of the Easement.
- (C) **Title, Appraisal and Survey:** ODA will obtain, at the Seller's expense, a title guaranty, title insurance as evidence of the title to be conveyed hereunder, and if necessary, an appraisal. ODA may require the Seller to have the Property surveyed by a duly licensed surveyor at the Seller's expense, if ODA determines that the boundaries of the Property are not sufficiently described to enforce the Easement or if a survey is required to record the Easement. Release

of payment is subject to approval by ODA's Legal Section of the title information contained hereunder, including restrictions, reservations, conditions, agreements and easements of record, if any, and zoning ordinances, if any. If the title commitment or survey discloses any exception to title which ODA in the exercise of its reasonable judgment finds unacceptable, the Seller shall have a reasonable time period, not to exceed one hundred and eighty days (180) to cure the exception to title. If Seller fails to cure the exception, then Seller shall be considered in breach of this Agreement, and this Agreement shall terminate. ODA's remedies for breach are described in Paragraph 6 of this Agreement.

The Seller's application may be submitted to the United States Department of Agriculture's ("USDA") Natural Resource Conservation Service ("NRCS") for partial reimbursement under the Agricultural Conservation Easement Program - Agricultural Land Easement ("ACEP-ALE") program for the purchase of the Agricultural Easement. If Seller's application is submitted to USDA/NRCS, compliance with ACEP-ALE requirements will be required.

- (D) **Signs:** ODA may, at the State's expense, provide one or more signs to the landowner to erect on the property designating the farmland as being preserved with an agricultural easement.

6. **CONTINGENCY AND BREACH:** Seller may, upon thirty (30) days written notice, terminate this Agreement at any time prior to execution of the deed of Easement. In the event that Seller breaches or otherwise terminates this Agreement, ODA shall be entitled to payment or reimbursement by Seller of all ODA's costs expended under this Agreement, including but not limited to any title search or other title costs, surveys, or any other cost or expense incurred as related to this Agreement. ODA's obligation to purchase the Property is contingent upon the Seller's performance of all its obligations under this Agreement, that the Property is suitable for ODA's intended use, and all of Seller's representations and warranties being true and correct as of the date of the Closing.

Breach for the purposes of this Agreement shall specifically include but is not limited to any violation of any representations or warranties herein or any other material provision of this Agreement. No term or provision of this Agreement shall be deemed waived and no breach excused unless the waiver of consent is in writing and signed by both parties to this Agreement.

7. **CLOSING:** The closing will occur, if at all, at such specific date, time and place as are mutually agreed to by ODA and Seller. At the option of ODA, the closing of the transaction contemplated hereunder may be affected by the delivery by Seller and ODA of all closing documents and other required deliveries into escrow with an appointed Escrow Agent, and the Escrow Agent's holding, recordation, and disbursement of all such closing documents and deliveries in accordance with escrow instructions.

8. **CLOSING OBLIGATIONS:** Seller's sale of the Easement to ODA will be contingent upon Seller and ODA taking the following described obligatory actions at Closing:

- (A) **Purchase Price Payment:** ODA will pay the Purchase Price to Seller. The amount of such payment will be adjusted in the manner contemplated in Paragraph 2 of this Agreement.
- (B) **Transfer of Easement:** Seller will execute and deliver to ODA a general deed of easement free and clear of liens and encumbrances other than as agreed by ODA.
- (C) **Entity Resolutions:** If Seller is an entity (such as a corporation, limited liability company, or partnership), then Seller will execute an entity resolution affirming the authority of such party

to enter into the transaction contemplated in this Agreement and further authorizing an individual officer or representative of such party to execute this Agreement and all closing documents in the name and on behalf of such party.

(D) **Closing Statement:** Seller and ODA will execute and deliver to the other a closing statement which sets forth the economics of ODA's purchase of the Easement from Seller, including the amount of the purchase price and all those closing credits, charges and other adjustments specified herein. Seller will execute and deliver such other documents as are reasonably requested by ODA to further evidence the sale of the Easement to ODA in the manner contemplated in this Agreement.

(E) **Closing Costs:** Seller will pay all of the following closing costs:

- i. All premiums and other charges required to permit the title company to issue the title insurance policy;
- ii. All costs required to permit the surveyor to issue and certify the survey;
- iii. All recording fees associated with the recording of the general easement deed; and
- iv. All costs associated with due diligence as conducted by Local Sponsor and/or ODA.

9. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties and no prior oral or implied agreements or representations shall be binding on the parties hereto, and all rights and obligations shall accrue to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto. Seller may not assign this Agreement at any time. This Agreement may be executed in counterparts, each of which will be deemed an original, and all such counterparts will collectively constitute a single agreement. This Agreement shall be construed in accordance with the laws of Ohio, and the parties irrevocably agree to venue in Franklin County, Ohio, or the Ohio Court of Claims, as applicable, and waive any claims as to convenience of forum. Any notices required or permitted to be given under this Agreement must be in writing and delivered to Seller or ODA at the address set forth above, and must be sent by certified mail, personally delivered, or by email or facsimile transmission with proof of delivery. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable. The headings of this Agreement, including the name of this Agreement, are for informational purposes only and should not be construed against either party or otherwise used to determine the meaning of any section of this Agreement.

ACKNOWLEDGEMENTS:

IN WITNESS WHEREOF, the Seller, who hereby further agrees to release all right and expectancy of dower in said premises, have hereunto set his/her/their hand(s) this 20th day of JUNE, 2024

SELLER:

Dean W. Humberger
Dean W. Humberger

x Lois L. Humberger
Lois L. Humberger

STATE OF OHIO,
(state)

County of OTTAWA, OHIO, ss
(county) (state)

The foregoing instrument was acknowledged before me this 20 day of June, 2024
by Dean W. Humberger and Lois L. Humberger, husband and wife.

[Signature]
Notary Public



ERNEST E. COTTRELL, JR.
Attorney at Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 ORC

**OHIO DEPARTMENT OF
AGRICULTURE (ODA):**

Jared Parko, Deputy Director

STATE OF OHIO,

County of _____, ss

The foregoing instrument was acknowledged this _____ day of _____, 20____, by Jared
Parko, Deputy Director of the Ohio Department of Agriculture.

Notary Public

Rev. 05/15/2023

LEGAL DESCRIPTION

Situated in the Township of Clay, County of Ottawa and State of Ohio:

The Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section

Thirty-six (36) Town Seven (7) North, Range Thirteen (13) East, Clay

Township, Ottawa County, Ohio, containing Forty (40) acres of land,

more or less, subject to legal highways.

Parcel No. 010-18887-25377-000

Ronald P. Oyston, Jr., P.E., P.S.
3-21-24 m/j
Ottawa County Engineer

STATE OF OHIO
DEPARTMENT OF AGRICULTURE

PURCHASE AGREEMENT FOR EASEMENT
(LAEPP 2023)

This Purchase Agreement ("Agreement") is entered into by **Sheldon L. Overmyer and Marie E. Overmyer, husband and wife** (hereinafter "**Seller**"), 3391 South State Route 590, Elmore, OH 43416 and the State of Ohio, acting by and through the **Department of Agriculture ("ODA")**, 8995 East Main Street, Reynoldsburg, Ohio 43068 and the **Ottawa Soil and Water Conservation District ("Local Sponsor")**, 240 West Lake Street, Oak Harbor, Ohio 43449.

1. **PURCHASE.** Upon the terms and subject to the conditions set forth in this Agreement, Seller hereby agrees to sell and ODA and Local Sponsor agree to purchase ("Purchase"), under the terms and conditions hereinafter set forth, an Agricultural Easement ("Easement"). Easement shall be approximately 100.09 acre(s) of land located in Ottawa County, West Holts East Road in Martin, Ohio and which is further described in the legal description attached hereto as Exhibit A ("Property"). It is the purpose of this Easement to ensure that the Property will be retained in agricultural use, as that term is defined by Ohio Revised Code ("ORC") § 5713.30, by preserving and protecting the Property's agricultural soils and agricultural viability through a perpetual restriction on the use of the Property. For the purposes of this Agreement, Property will be deemed to refer to not only the described land but also all rights and interests in said land, including without limitation, all water and mineral rights, development rights, rights-of-way, utility agreements and improvements located on or related in any way to such land.
2. **PURCHASE PRICE:** The purchase price of the Easement is expected to be \$200,182.00 (Two Hundred Thousand One Hundred Eighty-Two and 00/100 Dollars), or \$2,000.00 per acre. Of the total purchase price, ODA shall contribute \$200,182.00 (Two Hundred Thousand One Hundred Eighty-Two and 00/100 Dollars). Landowner must complete all requirements provided by ODA in order to qualify for the purchase price specified above. After ODA receives an executed copy of this Agreement, ODA will verify the information which was submitted by the Seller. The final purchase price will be based upon ODA's policies as applied to the verifiable facts in Seller's application.

It is expressly understood by Seller that this Purchase is contingent upon the availability and receipt of all necessary funds from the appropriate State and Federal Agencies and all necessary approvals by the General Assembly and by the Controlling Board of the State of Ohio, when required, and is further contingent on the acquisition of any necessary funds from other non-state financing sources for purchase monies. Further the Purchase is contingent on Seller's performance of all of its obligations under this Agreement.

3. **DUE DILIGENCE PERIOD:** ODA shall have such time to perform due diligence on the Property to review title work and any other aspects of the property to determine the property's suitability for Purchase. ODA shall be granted until June 30, 2025 with the option of renewal for two, one (1) year terms in the sole discretion of ODA, commencing upon the execution of this Agreement by both parties. Seller agrees not to sell or transfer, or negotiate to sell or transfer the Property; or otherwise offer the Property for sale or grant any type of license, option, easement or other rights in and to the Easement during the option period. No modifications to this Agreement are permitted unless otherwise agreed to in writing by both parties.

4. **EXERCISE OF PURCHASE:** For the purpose of inducing ODA to enter into this Agreement, Seller agrees, represents, and warrants:

- (A) That Seller is legally bound and has full right, power and authority to convey the Easement in said Property to the State of Ohio, Department of Agriculture and Local Sponsor in accordance with the terms of this entire agreement as set out herein, and has marketable fee simple title to the Property.
- (B) Excepting matters disclosed to ODA (including, but not limited to, matters known at the time of this execution and thereafter), Seller has not received any notice of, nor has knowledge concerning, any adverse parties in possession of the Property, proceedings (including but not limited to eminent domain and foreclosure) against the Property or Seller, or public improvements or utilities contemplated to be placed on the Property, or any petitions now or in the future to subdivide or split off the Property.
- (C) That the Property is free of all liens and encumbrances except as shown on the title commitment or disclosed to ODA, and Seller has not and will not take any action which would result in any liens or encumbrances against the Property prior to the Closing, including but not limited to any type of mortgage, easement, permits, rights-of-way, or any other license against any right in the Property. This includes but is not limited to any rights granted to utilities and septic systems or for the building of roads or other improved surfaces.
- (D) That all laws, ordinances, rules, regulations and court orders (including, but not limited to, those relating to zoning, building, fire, health, safety, taxes, and environmental conditions and protection) of any applicable governmental agency or other party bearing on the Seller's ownership, operation or use of the Property or any part thereof, have been or will, prior to Closing, be disclosed to ODA and complied with by Seller.
- (E) That the Property is not currently used and will not be used for industrial or commercial activity beyond the production of agricultural products from the Property, and no further buildings other than for agricultural production are currently planned or will be built without further permission from ODA.
- (F) That Seller has consulted with legal counsel or has otherwise settled any estate planning matters regarding the disposition of the Property upon his death, and no further transfer or conveyance of the Property in furtherance of such planning is anticipated at this time. Seller acknowledges upon execution of this Agreement, the Property cannot be split off or otherwise broken apart, and must be conveyed as a single piece in any transfer or conveyance.
- (G) That there are no hazardous materials (including but not limited to any chemical, pollutant, contaminant, waste, toxic substance or petroleum product regulated by law or regulation) located on the Property and neither Seller, nor any previous owner of the Property, has ever violated or received any notice of the claimed violation of any federal, state, or local law or regulation relating to the health, safety or environment, including without limitation, the Clean Air Act, the Clean Water Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act. Seller agrees that it will hold ODA and Local Sponsor harmless from any and all liability or expense arising from violation of environmental laws and regulations.

- (H) Prior to the Closing, and with prior notice to Seller, ODA or its agents may enter the Easement at reasonable times for the purpose of preparing the Present Condition Report, conducting investigations, surveys, tests, and inspections as ODA may desire.
- (I) The acts of obtaining a prepared Easement and obtaining the evidence of title will be done by ODA or its agent. The cost of the Easement preparation and obtaining the evidence of title shall be borne by the Seller. The Seller will be responsible for all closing costs. Seller will cooperate with ODA and Local Sponsor in their efforts to obtain the Easement and timely respond to any requests for information.
- (J) Seller certifies that it has not given nor promised to give anything of value to any public official or employee of ODA or any other board, commission, or agency of the State of Ohio. Seller also certifies that it is in compliance with and will remain in compliance with all of the provisions of Ohio Ethics Law as provided by ORC Sections § 102.03 and § 102.04.

If ODA exercises the Purchase, then each of the representations and warranties set forth in this Paragraph will be deemed to have been remade by Seller as of the Closing Date. ODA's remedies for Seller's breach before Closing shall be provided elsewhere in this Agreement.

5. **TERM AND CONDITION OF SALE:** Upon execution of this Agreement, the sale of the Easement will be completed as follows:

- (A) **Conveyance:** Seller shall convey the Easement on the Property to the Director of the Ohio Department of Agriculture by a deed of easement with release of dower, if any. The Property which the Easement will be on must also be free and clear of any and all liens, encumbrances, mortgages and other easements that affect this Easement, other than those permitted by ODA. Once the above requirements are met and the Easement interest is recorded, Seller shall receive payment of the purchase price. Seller shall indemnify, defend and save harmless ODA, Local Sponsor, and their respective agents and employees, from any claims, demands, injuries, suits, actions, proceedings, losses, costs and damages and attorney fees arising out of the actions and omissions of Seller, its employees and/or agents or contractors, in the completion of the activities under this Agreement or relating to this Agreement. This Article shall survive any termination of this Agreement.

NOTE: Any liens, encumbrances, mortgages and easements allowed to remain must be subordinated in accordance with the policies of the Department of Agriculture before payment of the purchase price is permitted.

- (B) **Taxes:** The Seller shall remain obligated for the payment of real estate taxes and assessments on the described Property as determined by the Auditor of the County. However, the Seller may apply to the County Auditor for any reduction in real estate taxes that may result from the execution of the Easement. Taxes shall not be apportioned between the Seller and ODA. The risk of loss to the Property shall remain with Seller before and after the sale of the Easement.
- (C) **Title, Appraisal and Survey:** ODA will obtain, at the Seller's expense, a title guaranty, title insurance as evidence of the title to be conveyed hereunder, and if necessary, an appraisal. ODA may require the Seller to have the Property surveyed by a duly licensed surveyor at the Seller's expense, if ODA determines that the boundaries of the Property are not sufficiently described to enforce the Easement or if a survey is required to record the Easement. Release

of payment is subject to approval by ODA's Legal Section of the title information contained hereunder, including restrictions, reservations, conditions, agreements and easements of record, if any, and zoning ordinances, if any. If the title commitment or survey discloses any exception to title which ODA in the exercise of its reasonable judgment finds unacceptable, the Seller shall have a reasonable time period, not to exceed one hundred and eighty days (180) to cure the exception to title. If Seller fails to cure the exception, then Seller shall be considered in breach of this Agreement, and this Agreement shall terminate. ODA's remedies for breach are described in Paragraph 6 of this Agreement.

The Seller's application may be submitted to the United States Department of Agriculture's ("USDA") Natural Resource Conservation Service ("NRCS") for partial reimbursement under the Agricultural Conservation Easement Program - Agricultural Land Easement ("ACEP-ALE") program for the purchase of the Agricultural Easement. If Seller's application is submitted to USDA/NRCS, compliance with ACEP-ALE requirements will be required.

- (D) **Signs:** ODA may, at the State's expense, provide one or more signs to the landowner to erect on the property designating the farmland as being preserved with an agricultural easement.

6. **CONTINGENCY AND BREACH:** Seller may, upon thirty (30) days written notice, terminate this Agreement at any time prior to execution of the deed of Easement. In the event that Seller breaches or otherwise terminates this Agreement, ODA shall be entitled to payment or reimbursement by Seller of all ODA's costs expended under this Agreement, including but not limited to any title search or other title costs, surveys, or any other cost or expense incurred as related to this Agreement. ODA's obligation to purchase the Property is contingent upon the Seller's performance of all its obligations under this Agreement, that the Property is suitable for ODA's intended use, and all of Seller's representations and warranties being true and correct as of the date of the Closing.

Breach for the purposes of this Agreement shall specifically include but is not limited to any violation of any representations or warranties herein or any other material provision of this Agreement. No term or provision of this Agreement shall be deemed waived and no breach excused unless the waiver of consent is in writing and signed by both parties to this Agreement.

7. **CLOSING:** The closing will occur, if at all, at such specific date, time and place as are mutually agreed to by ODA and Seller. At the option of ODA, the closing of the transaction contemplated hereunder may be affected by the delivery by Seller and ODA of all closing documents and other required deliveries into escrow with an appointed Escrow Agent, and the Escrow Agent's holding, recordation, and disbursement of all such closing documents and deliveries in accordance with escrow instructions.
8. **CLOSING OBLIGATIONS:** Seller's sale of the Easement to ODA will be contingent upon Seller and ODA taking the following described obligatory actions at Closing:
- (A) **Purchase Price Payment:** ODA will pay the Purchase Price to Seller. The amount of such payment will be adjusted in the manner contemplated in Paragraph 2 of this Agreement.
- (B) **Transfer of Easement:** Seller will execute and deliver to ODA a general deed of easement free and clear of liens and encumbrances other than as agreed by ODA.
- (C) **Entity Resolutions:** If Seller is an entity (such as a corporation, limited liability company, or partnership), then Seller will execute an entity resolution affirming the authority of such party

to enter into the transaction contemplated in this Agreement and further authorizing an individual officer or representative of such party to execute this Agreement and all closing documents in the name and on behalf of such party.

(D) **Closing Statement:** Seller and ODA will execute and deliver to the other a closing statement which sets forth the economics of ODA's purchase of the Easement from Seller, including the amount of the purchase price and all those closing credits, charges and other adjustments specified herein. Seller will execute and deliver such other documents as are reasonably requested by ODA to further evidence the sale of the Easement to ODA in the manner contemplated in this Agreement.

(E) **Closing Costs:** Seller will pay all of the following closing costs:

- i. All premiums and other charges required to permit the title company to issue the title insurance policy;
- ii. All costs required to permit the surveyor to issue and certify the survey;
- iii. All recording fees associated with the recording of the general easement deed; and
- iv. All costs associated with due diligence as conducted by Local Sponsor and/or ODA.

9. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties and no prior oral or implied agreements or representations shall be binding on the parties hereto, and all rights and obligations shall accrue to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto. Seller may not assign this Agreement at any time. This Agreement may be executed in counterparts, each of which will be deemed an original, and all such counterparts will collectively constitute a single agreement. This Agreement shall be construed in accordance with the laws of Ohio, and the parties irrevocably agree to venue in Franklin County, Ohio, or the Ohio Court of Claims, as applicable, and waive any claims as to convenience of forum. Any notices required or permitted to be given under this Agreement must be in writing and delivered to Seller or ODA at the address set forth above, and must be sent by certified mail, personally delivered, or by email or facsimile transmission with proof of delivery. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable. The headings of this Agreement, including the name of this Agreement, are for informational purposes only and should not be construed against either party or otherwise used to determine the meaning of any section of this Agreement.

ACKNOWLEDGEMENTS:

IN WITNESS WHEREOF, the Seller, who hereby further agrees to release all right and expectancy of dower in said premises, have hereunto set his/her/their hand(s) this 1st day of JULY, 2024

SELLER:

Sheldon L. Overmyer
Sheldon L. Overmyer

Marie E. Overmyer
Marie E. Overmyer

STATE OF OHIO,
(state)

County of OTTAWA, OHIO, ss
(county) (state)

The foregoing instrument was acknowledged before me this 1st day of JULY, 2024,
by Sheldon L. Overmyer and Marie E. Overmyer husband and wife.

[Signature]
Notary Public



ERNEST E. COTTRELL, JR.
Attorney at Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 ORC

OHIO DEPARTMENT OF

AGRICULTURE (ODA):

Jared Parko, Deputy Director

STATE OF OHIO,

County of _____, ss

The foregoing instrument was acknowledged this _____ day of _____, 20__, by Jared Parko, Deputy Director of the Ohio Department of Agriculture.

Notary Public

Rev. 05/15/2023

LEGAL DESCRIPTION

Parcel No. 1: The Northwest quarter of the Northeast quarter of Section thirty-six (36), Town Seven (7) north, Range thirteen (13) East, Clay Township, Ottawa County, Ohio, containing forty (40) acres more or less.

EXCEPTING THEREFROM:

Known and being a parcel of land in the Northwest Quarter of the Northeast Quarter of Section 36, T7N, R13E, Clay Township, Ottawa County, Ohio and being more particularly described as follows:

Commencing at a found iron pin in a monument box marking the North Quarter Post of Section 36, T7N, R13E, Clay Township, Ottawa County, Ohio; thence proceeding North 90 degrees 00 minutes 00 seconds East in the North line of the Northeast Quarter of said Section 36, said North line also being the centerline of Holts East Road, T.R. #40, a distance of 518.50 feet to a set masonry nail and also being the point and place of beginning of the parcel herein described; thence continuing North 90 degrees 00 minutes 00 seconds East in the North line of the Northeast Quarter of said Section 36 a distance of 205.00 feet to a set masonry nail; thence proceeding South 0 degrees 00 minutes 00 seconds West, passing through an iron pin set at 25.00 feet, a total distance of 340.00 feet to a set iron pin; thence proceeding South 90 degrees 00 minutes 00 seconds West a distance of 205.00 feet to a set iron pin; thence proceeding North 0 degrees 00 minutes 00 seconds East, passing through an iron pin set at 315.00 feet, a total distance of 340.00 feet to the point and place of beginning. Said parcel contains 1.6001 acres together with an ingress and egress easement twenty (20) feet in width and lying ten (10) feet on either side of the following described centerline:

Commencing at a found iron pin in a monument box marking the North Quarter Post of Section 36, T7N, R13E, Clay Township, Ottawa County, Ohio; thence proceeding North 90 degrees 00 minutes 00 seconds East in the North line of the Northeast Quarter of said Section 36, said North line also being the centerline of Holts East Road, T.R. #40, a distance of 733.50 feet to the point and place of beginning of the easement herein described; thence proceeding South 0 degrees 00 minutes 00 seconds West a distance of 125.00 feet to its terminus.

Also, all of the above is subject to all legal highways and easements of record.

ALSO EXCEPTING THEREFROM:

Known as and being a parcel of land in the Northwest Quarter of the Northeast Quarter of Section 36, T7N, R13E, Clay Township, Ottawa County, Ohio and being more particularly described as follows:

Commencing at a found iron pin in a monument box marking the North Quarter Post of Section 36, T7N, R13E, Clay Township, Ottawa County, Ohio; thence proceeding North 90 degrees 00 minutes 00 seconds East in the North line of the Northeast Quarter of said Section 36; said North line also being the centerline of Holts East Road, T.R. #40, (50 foot right-of-way), a distance of 723.50 feet to a found masonry nail set in the East line of a parcel now or formerly owned by Angie M. Wagner as described in Ottawa County Official Record Volume 723 at Page 400 and also being the point and place of beginning of the parcel herein described;

Thence proceeding North 90 degrees 00 minutes 00 seconds East in the North line of the Northeast Quarter of said Section 36, a distance of 113.00 feet to a set masonry nail;

Thence proceeding South 00 degrees 00 minutes 00 seconds West passing through an iron pin set at 25.00 feet, a total distance of 340.00 feet to a set iron pin;

Thence proceeding South 90 degrees 00 minutes 00 seconds West a distance of 113.00 feet to a found iron pin set in the East line of the previously mentioned parcel;

Thence proceeding North 00 degrees 00 minutes 00 seconds East in the East line of the previously mentioned parcel, passing through a found iron pin at 315.00 feet, a total distance of 340.00 feet to the point and place of beginning. Said parcel contains 0.882 acres, but is subject to all legal highways and easements of Record.

(Continued.....)

The above legal description was prepared by Allan W. Weirich, Professional Surveyor #7427, and is based on the assumption that the North line of the Northeast Quarter of Section 36, T7N, R13E, Clay Township, Ottawa County, Ohio bears North 90 degrees 00 minutes 00 seconds east and is also based on a survey done July, 2004.

FURTHER EXCEPTING THEREFROM:

Known as and being a parcel of land located in the Northeast Quarter of Section 36, T7N, R13E, Clay Township, Ottawa County, Ohio, and being more particularly described as follows:

Commencing at a found iron pin in a well casing marking the North Quarter Post of Section 36, T7N, R13E, Clay Township, Ottawa County, Ohio;

Thence South 00° 32' 41" West, 1,007.47 feet on the west line of the Northeast Quarter of said Section 36, said west line also being the east line of a parcel of land now or formerly owned by Althea M. Wilhelm, Trustee, as evidenced in Volume 440 Page 206, Ottawa County Deed Records, to a set 5/8" iron pin, said iron pin also being the point and place of beginning of the parcel herein described;

Thence South 89° 52' 45" East, 692.00 feet, parallel to the south line of the Northwest Quarter of the Northeast Quarter of said Section 36, to a set 5/8" iron pin;

Thence South 00° 32' 41" West, 316.00 feet, parallel to the west line of the Northeast Quarter of said Section 36, to a set 5/8" iron pin;

Thence North 89° 52' 45" West, 692.00 feet on the south line of the Northwest Quarter of the Northeast Quarter of said Section 36, said south line also being north line of a parcel of land now or formerly owned by Dean W. & Lois L. Humberger, as evidenced in Volume 993 Page 617, Ottawa County Official Record, to a set 5/8" iron pin;

Thence North 00° 32' 41" East, 316.00 feet on the west line of the Northeast Quarter of said Section 36, to the point and place of beginning.

Said parcel of land contains 5.020 acres of land and is subject to any legal rights-of-way and easements of record.

The above legal description was prepared by Michael J. Wittman, Ohio Professional Surveyor #7828, as the result of an actual field survey performed in September 2005, and is based on the assumption that the west line of the Northeast Quarter of Section 36, T7N, R13E, Clay Township, Ottawa County, Ohio, bears South 00° 32' 41" West.

Said parcel contains after exceptions approximately 32.498 acres of land, more or less, subject to all legal highways. *gw*

Parcel No. 010-18826-25536-000

Donald P. O'Neil, P.E., P.S.
3-29-24 mlw
Ottawa County Engineer

Parcel 2

Situated in the Township of Clay, County of Ottawa and State of Ohio:

Known as and being the North half of the Northwest Quarter of Section 36, T7N, R13E, Clay Township, Ottawa County, Ohio excepting therefrom the following described parcel:

Commencing at the Northwest corner of the Northwest Quarter of Section 36, T7N, R13E, Clay Township, Ottawa County, Ohio for the point and place of beginning of the parcel herein described; thence proceeding North 89 degrees 59 minutes 00 seconds East in the North line of the Northwest Quarter of said Section 36, said North line also being the centerline of Holts East Road, T.R. #40 (50 foot right-of-way), a distance of 408.38 feet to a point in the East line of John Wilhelm Subdivision #1 as recorded in Ottawa County Record Plat Volume 15 at page 49; thence proceeding South 00 degrees 00 minutes 00 seconds West in the East line of said John Wilhelm Subdivision #1 extended southerly, a distance of 1323.34 feet to a point in the South line of the North Half of the Northwest Quarter of said Section 36; thence proceeding South 89 degrees 53 minutes 00 seconds West in the South line of the North Half of the Northwest Quarter of said Section 36, a distance of 408.38 feet to a point in the West line of the Northwest Quarter of said Section 36; thence proceeding North 00 degrees 00 minutes 00 seconds East in the West line of the Northwest Quarter of said Section 36, said West line also being the centerline of Opfer-Lentz Road, T.R. #214 (40 foot right-of-way), a distance of 1324.05 feet to the point and place of beginning. Said parcel contains 12.41 acres, but is subject to all legal highways and easements of Record. It is the intent of this exception to describe the parcels described in Ottawa County Deed Records Volume 420 at page 13, Volume 386 at page 17, Volume 311 at page 163, Volume 277 at page 556 and John Wilhelm Subdivision #1.

Said parcel to be transferred contains 67.59 acre more or less after exception, but is subject to all legal highways and easements of Record.

The above legal description was prepared by Allan W. Weirich, Professional Surveyor #7427, and is based on the assumption that the West line of the Northwest Quarter of Section 36, T7N, R13E, Clay Township, Ottawa County, Ohio bears North 00 degrees 00 minutes 00 seconds East and all pertinent Deeds of Record and not an actual field survey in November, 1999.

Parcel No. 010-00593-18392-000

Donald R. O'Neil, Jr., P.E.
3-29-24 m.w.
Ottawa County Engineer

**STATE OF OHIO
DEPARTMENT OF AGRICULTURE**

PURCHASE AGREEMENT FOR EASEMENT
(LAEPP 2023)

This Purchase Agreement ("Agreement") is entered into by **Carlotta Brigham Rogers, Trustee of the Carlotta Brigham Rogers Revocable Trust dated February 23rd, 2006** (hereinafter "**Seller**"), 12640 Taylor Road, Plain City, Ohio 43064, and the State of Ohio, acting by and through the **Department of Agriculture ("ODA")**, 8995 East Main Street, Reynoldsburg, Ohio 43068 and the **Union County Commissioners ("Local Sponsor")**, 233 West 6th Street, Ste 1178, Marysville, Ohio 43040.

1. **PURCHASE.** Upon the terms and subject to the conditions set forth in this Agreement, Seller hereby agrees to sell and ODA and Local Sponsor agree to purchase ("Purchase"), under the terms and conditions hereinafter set forth, an Agricultural Easement ("Easement"). Easement shall be approximately 85.77 acre(s) of land located in Union County, 12640 Taylor Road in Plain City, Ohio and which is further described in the legal description attached hereto as Exhibit A ("Property"). It is the purpose of this Easement to ensure that the Property will be retained in agricultural use, as that term is defined by Ohio Revised Code ("ORC") § 5713.30, by preserving and protecting the Property's agricultural soils and agricultural viability through a perpetual restriction on the use of the Property. For the purposes of this Agreement, Property will be deemed to refer to not only the described land but also all rights and interests in said land, including without limitation, all water and mineral rights, development rights, rights-of-way, utility agreements and improvements located on or related in any way to such land.
2. **PURCHASE PRICE:** The purchase price of the Easement is expected to be \$171,540.00 (One Hundred Seventy-One Thousand Five Hundred Forty and 00/100 Dollars), or \$2,000.00 per acre. Of the total purchase price, ODA shall contribute \$171,540.00 (One Hundred Seventy-One Thousand Five Hundred Forty and 00/100 Dollars). Landowner must complete all requirements provided by ODA in order to qualify for the purchase price specified above. After ODA receives an executed copy of this Agreement, ODA will verify the information which was submitted by the Seller. The final purchase price will be based upon ODA's policies as applied to the verifiable facts in Seller's application.

It is expressly understood by Seller that this Purchase is contingent upon the availability and receipt of all necessary funds from the appropriate State and Federal Agencies and all necessary approvals by the General Assembly and by the Controlling Board of the State of Ohio, when required, and is further contingent on the acquisition of any necessary funds from other non-state financing sources for purchase monies. Further the Purchase is contingent on Seller's performance of all of its obligations under this Agreement.

3. **DUE DILIGENCE PERIOD:** ODA shall have such time to perform due diligence on the Property to review title work and any other aspects of the property to determine the property's suitability for Purchase. ODA shall be granted until June 30, 2025 with the option of renewal for two, one (1) year terms in the sole discretion of ODA, commencing upon the execution of this Agreement by both parties. Seller agrees not to sell or transfer, or negotiate to sell or transfer the Property; or otherwise offer the Property for sale or grant any type of license, option, easement or other rights in and to the Easement during the option period. No modifications to this Agreement are permitted unless otherwise agreed to in writing by both parties.

4. **EXERCISE OF PURCHASE:** For the purpose of inducing ODA to enter into this Agreement, Seller agrees, represents, and warrants:

- (A) That Seller is legally bound and has full right, power and authority to convey the Easement in said Property to the State of Ohio, Department of Agriculture and Local Sponsor in accordance with the terms of this entire agreement as set out herein, and has marketable fee simple title to the Property.
- (B) Excepting matters disclosed to ODA (including, but not limited to, matters known at the time of this execution and thereafter), Seller has not received any notice of, nor has knowledge concerning, any adverse parties in possession of the Property, proceedings (including but not limited to eminent domain and foreclosure) against the Property or Seller, or public improvements or utilities contemplated to be placed on the Property, or any petitions now or in the future to subdivide or split off the Property.
- (C) That the Property is free of all liens and encumbrances except as shown on the title commitment or disclosed to ODA, and Seller has not and will not take any action which would result in any liens or encumbrances against the Property prior to the Closing, including but not limited to any type of mortgage, easement, permits, rights-of-way, or any other license against any right in the Property. This includes but is not limited to any rights granted to utilities and septic systems or for the building of roads or other improved surfaces.
- (D) That all laws, ordinances, rules, regulations and court orders (including, but not limited to, those relating to zoning, building, fire, health, safety, taxes, and environmental conditions and protection) of any applicable governmental agency or other party bearing on the Seller's ownership, operation or use of the Property or any part thereof, have been or will, prior to Closing, be disclosed to ODA and complied with by Seller.
- (E) That the Property is not currently used and will not be used for industrial or commercial activity beyond the production of agricultural products from the Property, and no further buildings other than for agricultural production are currently planned or will be built without further permission from ODA.
- (F) That Seller has consulted with legal counsel or has otherwise settled any estate planning matters regarding the disposition of the Property upon his death, and no further transfer or conveyance of the Property in furtherance of such planning is anticipated at this time. Seller acknowledges upon execution of this Agreement, the Property cannot be split off or otherwise broken apart, and must be conveyed as a single piece in any transfer or conveyance.
- (G) That there are no hazardous materials (including but not limited to any chemical, pollutant, contaminant, waste, toxic substance or petroleum product regulated by law or regulation) located on the Property and neither Seller, nor any previous owner of the Property, has ever violated or received any notice of the claimed violation of any federal, state, or local law or regulation relating to the health, safety or environment, including without limitation, the Clean Air Act, the Clean Water Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act. Seller agrees that it will hold ODA and Local Sponsor harmless from any and all liability or expense arising from violation of environmental laws and regulations.

- (H) Prior to the Closing, and with prior notice to Seller, ODA or its agents may enter the Easement at reasonable times for the purpose of preparing the Present Condition Report, conducting investigations, surveys, tests, and inspections as ODA may desire.
- (I) The acts of obtaining a prepared Easement and obtaining the evidence of title will be done by ODA or its agent. The cost of the Easement preparation and obtaining the evidence of title shall be borne by the Seller. The Seller will be responsible for all closing costs. Seller will cooperate with ODA and Local Sponsor in their efforts to obtain the Easement and timely respond to any requests for information.
- (J) Seller certifies that it has not given nor promised to give anything of value to any public official or employee of ODA or any other board, commission, or agency of the State of Ohio. Seller also certifies that it is in compliance with and will remain in compliance with all of the provisions of Ohio Ethics Law as provided by ORC Sections § 102.03 and § 102.04.

If ODA exercises the Purchase, then each of the representations and warranties set forth in this Paragraph will be deemed to have been remade by Seller as of the Closing Date. ODA's remedies for Seller's breach before Closing shall be provided elsewhere in this Agreement.

5. **TERM AND CONDITION OF SALE:** Upon execution of this Agreement, the sale of the Easement will be completed as follows:

- (A) **Conveyance:** Seller shall convey the Easement on the Property to the Director of the Ohio Department of Agriculture by a deed of easement with release of dower, if any. The Property which the Easement will be on must also be free and clear of any and all liens, encumbrances, mortgages and other easements that affect this Easement, other than those permitted by ODA. Once the above requirements are met and the Easement interest is recorded, Seller shall receive payment of the purchase price. Seller shall indemnify, defend and save harmless ODA, Local Sponsor, and their respective agents and employees, from any claims, demands, injuries, suits, actions, proceedings, losses, costs and damages and attorney fees arising out of the actions and omissions of Seller, its employees and/or agents or contractors, in the completion of the activities under this Agreement or relating to this Agreement. This Article shall survive any termination of this Agreement.

NOTE: Any liens, encumbrances, mortgages and easements allowed to remain must be subordinated in accordance with the policies of the Department of Agriculture before payment of the purchase price is permitted.

- (B) **Taxes:** The Seller shall remain obligated for the payment of real estate taxes and assessments on the described Property as determined by the Auditor of the County. However, the Seller may apply to the County Auditor for any reduction in real estate taxes that may result from the execution of the Easement. Taxes shall not be apportioned between the Seller and ODA. The risk of loss to the Property shall remain with Seller before and after the sale of the Easement.
- (C) **Title, Appraisal and Survey:** ODA will obtain, at the Seller's expense, a title guaranty, title insurance as evidence of the title to be conveyed hereunder, and if necessary, an appraisal. ODA may require the Seller to have the Property surveyed by a duly licensed surveyor at the Seller's expense, if ODA determines that the boundaries of the Property are not sufficiently described to enforce the Easement or if a survey is required to record the Easement. Release

of payment is subject to approval by ODA's Legal Section of the title information contained hereunder, including restrictions, reservations, conditions, agreements and easements of record, if any, and zoning ordinances, if any. If the title commitment or survey discloses any exception to title which ODA in the exercise of its reasonable judgment finds unacceptable, the Seller shall have a reasonable time period, not to exceed one hundred and eighty days (180) to cure the exception to title. If Seller fails to cure the exception, then Seller shall be considered in breach of this Agreement, and this Agreement shall terminate. ODA's remedies for breach are described in Paragraph 6 of this Agreement.

The Seller's application may be submitted to the United States Department of Agriculture's ("USDA") Natural Resource Conservation Service ("NRCS") for partial reimbursement under the Agricultural Conservation Easement Program - Agricultural Land Easement ("ACEP-ALE") program for the purchase of the Agricultural Easement. If Seller's application is submitted to USDA/NRCS, compliance with ACEP-ALE requirements will be required.

- (D) **Signs:** ODA may, at the State's expense, provide one or more signs to the landowner to erect on the property designating the farmland as being preserved with an agricultural easement.

- 6. **CONTINGENCY AND BREACH:** Seller may, upon thirty (30) days written notice, terminate this Agreement at any time prior to execution of the deed of Easement. In the event that Seller breaches or otherwise terminates this Agreement, ODA shall be entitled to payment or reimbursement by Seller of all ODA's costs expended under this Agreement, including but not limited to any title search or other title costs, surveys, or any other cost or expense incurred as related to this Agreement. ODA's obligation to purchase the Property is contingent upon the Seller's performance of all its obligations under this Agreement, that the Property is suitable for ODA's intended use, and all of Seller's representations and warranties being true and correct as of the date of the Closing.

Breach for the purposes of this Agreement shall specifically include but is not limited to any violation of any representations or warranties herein or any other material provision of this Agreement. No term or provision of this Agreement shall be deemed waived and no breach excused unless the waiver of consent is in writing and signed by both parties to this Agreement.

- 7. **CLOSING:** The closing will occur, if at all, at such specific date, time and place as are mutually agreed to by ODA and Seller. At the option of ODA, the closing of the transaction contemplated hereunder may be affected by the delivery by Seller and ODA of all closing documents and other required deliveries into escrow with an appointed Escrow Agent, and the Escrow Agent's holding, recordation, and disbursement of all such closing documents and deliveries in accordance with escrow instructions.
- 8. **CLOSING OBLIGATIONS:** Seller's sale of the Easement to ODA will be contingent upon Seller and ODA taking the following described obligatory actions at Closing:
 - (A) **Purchase Price Payment:** ODA will pay the Purchase Price to Seller. The amount of such payment will be adjusted in the manner contemplated in Paragraph 2 of this Agreement.
 - (B) **Transfer of Easement:** Seller will execute and deliver to ODA a general deed of easement free and clear of liens and encumbrances other than as agreed by ODA.
 - (C) **Entity Resolutions:** If Seller is an entity (such as a corporation, limited liability company, or partnership), then Seller will execute an entity resolution affirming the authority of such party

to enter into the transaction contemplated in this Agreement and further authorizing an individual officer or representative of such party to execute this Agreement and all closing documents in the name and on behalf of such party.

(D) **Closing Statement:** Seller and ODA will execute and deliver to the other a closing statement which sets forth the economics of ODA's purchase of the Easement from Seller, including the amount of the purchase price and all those closing credits, charges and other adjustments specified herein. Seller will execute and deliver such other documents as are reasonably requested by ODA to further evidence the sale of the Easement to ODA in the manner contemplated in this Agreement.

(E) **Closing Costs:** Seller will pay all of the following closing costs:

- i. All premiums and other charges required to permit the title company to issue the title insurance policy;
- ii. All costs required to permit the surveyor to issue and certify the survey;
- iii. All recording fees associated with the recording of the general easement deed; and
- iv. All costs associated with due diligence as conducted by Local Sponsor and/or ODA.

9. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties and no prior oral or implied agreements or representations shall be binding on the parties hereto, and all rights and obligations shall accrue to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto. Seller may not assign this Agreement at any time. This Agreement may be executed in counterparts, each of which will be deemed an original, and all such counterparts will collectively constitute a single agreement. This Agreement shall be construed in accordance with the laws of Ohio, and the parties irrevocably agree to venue in Franklin County, Ohio, or the Ohio Court of Claims, as applicable, and waive any claims as to convenience of forum. Any notices required or permitted to be given under this Agreement must be in writing and delivered to Seller or ODA at the address set forth above, and must be sent by certified mail, personally delivered, or by email or facsimile transmission with proof of delivery. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable. The headings of this Agreement, including the name of this Agreement, are for informational purposes only and should not be construed against either party or otherwise used to determine the meaning of any section of this Agreement.

Exhibit A

Situated in the County of Union, in the State of Ohio and in the Township of Jerome and bounded and described as follows:

Being part of Survey No. 5166 BEGINNING at a point in the original southerly line of said survey, North 55-1/2 degrees East 62 poles from the southwesterly corner of said survey, thence from this beginning point N. 36 degrees West 102 poles; thence N. 55-1/2 degrees East 78.44 poles; thence S. 36 degrees E. 102 poles to southerly line of said survey; thence with said line S. 55-1/2 degrees W. to the beginning point 78.44 poles. Containing 50 acres, strict measure. The same being a part of the land known as the David Mulford farm of 558 acres taken off of the westerly end of said Survey No 5166.

EXCEPTING THEREFROM:

DESCRIPTION OF 15.186 ACRE TRACT

Situated in the State of Ohio, County of Union, Township of Jerome, located in Virginia Military Survey No 5166, and being part of a 50 acre tract presently owned by Carlotta B. Rogers Revocable Trust, of record in Official Record 667, Page 505, Union County Recorder's Office, and being more particularly described as follows:

Beginning, for reference, at a railroad spike found marking the intersection of the centerlines of Taylor Road (C.R. 33E) and Ketch Rd. (T.R. 32);

thence North 59° 43' 57" East 1226.20 feet, along the centerline of Taylor Road, to a railroad spike found;

thence North 59° 13' 03" East 635.54 feet, continuing along the centerline of Taylor Road, to a railroad spike found marking the southwest corner of said 50.0 acre tract and the southeast corner of a 7.94 acre tract presently owned by Shane T. & Lorrie D. Chauvin, of record in Official Record 719, Page 172;

thence North 59° 13' 03" East 1003.23 feet, continuing along the centerline of Taylor Road, to a Pk&Mag Nail set marking the TRUE PLACE OF BEGINNING of the herein described tract;

thence the following three (3) courses and distances across said 50.0 acre tract:

North 34° 33' 11" West 527.88 feet, to an iron pin set (passing an iron pin set at 40.09 feet);

South 68° 08' 05" West 187.75 feet, to an iron pin set;

North 26° 25' 23" West 1129.09 feet, to an iron pin set in the north line of said 50.0 acre tract and south line of a 50.96 acre tract presently owned by Carlotta B. Rogers Revocable Trust, of record in Official Record 667, Page 505;

thence North 59° 13' 03" East 374.30 feet, along the north line of said 50.0 acre tract and south line of said 50.96 acre tract, to an iron pin set marking the northeast corner of said 50.0 acre tract, the south east corner of said 50.96 acre tract, and in the west line of an original 30.0 acre tract presently owned by Sean D. & Amanda L Moore, of record in Official record 932, Page 328;

thence South 32° 37' 46" East 1682.48 feet, along the east line of said 50.0 acre tract and west line of said original 30.0 acre tract (passing an iron pin found at 1652.44 feet), to a railroad spike

Exhibit A

found in the centerline of Taylor Road marking the southeast corner of said 50.0 acre tract, and the southwest corner of said original 30.0 acre tract;

thence South 59° 13' 03" West 294.16 feet, along the centerline of Taylor Road, to the true place of beginning, containing an area of 15.186 acres.

Subject to all prior easements, restrictions, and rights of way of record, if any.

Basis of bearings from GPS Observation, Ohio State Plane Coordinate System (North Zone), based on the centerline of Taylor Road being North 59° 13' 03" East. A survey of the above described premises was done by Bradley J. Patridge, P.S. 7068, in March, 2021. All iron pins set are 5/8" rebar, 30" long, with 1/4" plastic caps stamped "Patridge Surveying"

All referenced documents are on file at the Union County Recorder's Office, Marysville, Ohio.

Leaving after said exception 34.8140 acres more or less

Parcel No.: 15-0004027.0000

Map No.: 134-00-00-056.000

Also, real estate situated in the County of Union, in the State of Ohio and in the Township of Jerome, VMS 5166 and bounded and described as follows:

BEGINNING at a Stone, four ironwoods, elm and dogwood, northwesterly corner to a lot of land conveyed by David Mulford to J.H. and Joseph Kahler containing 50 acres; thence N. 36 degrees W. 103.88 poles to a stake at the northeasterly corner of the land of Harmon Patch, Jr.; thence N. 56 degrees E. (passing the southwest corner of George Coleman's land at 1 and 4/100 poles) whole distance 78.44 poles to a stone northwesterly corner of David Bower's land; thence with the westerly line of his land S. 36 degrees E. 104 poles to a stone at the Northeasterly corner of said Kahler lot; thence S. 56 degrees W. 78 .44 poles to the beginning.

Containing 50 acres and 153 poles, more or less

Parcel No.: 15-0004029.0000

Map No.: 134-00-00-057.000

ACKNOWLEDGEMENTS:

IN WITNESS WHEREOF, the Seller, have hereunto set his/her/their hand(s) this 20 day of June, 2024

SELLER:

Carlotta Brigham Rogers

Carlotta Brigham Rogers, Trustee of the
Carlotta Brigham Rogers Revocable Trust
dated February 23rd, 2006

STATE OF Ohio,
(state)

County of Union, Ohio, ss
(county) (state)

The foregoing instrument was acknowledged before me this 20th day of June, by
Carlotta Brigham Rogers, Trustee of the Carlotta Brigham Rogers Revocable Trust dated February
23rd, 2006.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at Marysville, Ohio,
(city) (state)
this 20 day of June, 2024

Sherry A. Maisenbacher

Notary Public



SHERRY A MAISENBACHER
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
06-24-2028

**OHIO DEPARTMENT OF
AGRICULTURE (ODA):**

Brian Baldrige, Director

STATE OF OHIO,

County of _____, ss

The foregoing instrument was acknowledged before me this _____ day of _____, by
Brian Baldrige, Director of the Ohio Department of Agriculture.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at _____, Ohio,
this _____ day of _____, 20__.

Notary Public

Rev. 05/15/2023

**STATE OF OHIO
DEPARTMENT OF AGRICULTURE**

PURCHASE AGREEMENT FOR EASEMENT
(LAEPP 2023)

This Purchase Agreement ("Agreement") is entered into by **Steven R. Hahn, Trustee of the Steven R. Hahn Revocable Living Trust u/a dated November 10, 2023** (hereinafter "Seller"), 14493 Back Massillon Road, Orrville, Ohio 44667, and the State of Ohio, acting by and through the **Department of Agriculture ("ODA")**, 8995 East Main Street, Reynoldsburg, Ohio 43068 and the **Wayne County Board of Commissioners ("Local Sponsor")**, 428 West Liberty Street, Wooster, Ohio 44691.

1. **PURCHASE.** Upon the terms and subject to the conditions set forth in this Agreement, Seller hereby agrees to sell and ODA and Local Sponsor agree to purchase ("Purchase"), under the terms and conditions hereinafter set forth, an Agricultural Easement ("Easement"). Easement shall be approximately 82.0 acre(s) of land located in Wayne County, 14493 Back Massillon Road in Orrville, Ohio and which is further described in the legal description attached hereto as Exhibit A ("Property"). It is the purpose of this Easement to ensure that the Property will be retained in agricultural use, as that term is defined by Ohio Revised Code ("ORC") § 5713.30, by preserving and protecting the Property's agricultural soils and agricultural viability through a perpetual restriction on the use of the Property. For the purposes of this Agreement, Property will be deemed to refer to not only the described land but also all rights and interests in said land, including without limitation, all water and mineral rights, development rights, rights-of-way, utility agreements and improvements located on or related in any way to such land.
2. **PURCHASE PRICE:** The purchase price of the Easement is expected to be \$164,000.00 (One Hundred Sixty-Four Thousand and 00/100 Dollars), or \$2,000.00 per acre. Of the total purchase price, ODA shall contribute \$164,000.00 (One Hundred Sixty-Four Thousand and 00/100 Dollars). Landowner must complete all requirements provided by ODA in order to qualify for the purchase price specified above. After ODA receives an executed copy of this Agreement, ODA will verify the information which was submitted by the Seller. The final purchase price will be based upon ODA's policies as applied to the verifiable facts in Seller's application.

It is expressly understood by Seller that this Purchase is contingent upon the availability and receipt of all necessary funds from the appropriate State and Federal Agencies and all necessary approvals by the General Assembly and by the Controlling Board of the State of Ohio, when required, and is further contingent on the acquisition of any necessary funds from other non-state financing sources for purchase monies. Further the Purchase is contingent on Seller's performance of all of its obligations under this Agreement.

3. **DUE DILIGENCE PERIOD:** ODA shall have such time to perform due diligence on the Property to review title work and any other aspects of the property to determine the property's suitability for Purchase. ODA shall be granted until June 30, 2025 with the option of renewal for two, one (1) year terms in the sole discretion of ODA, commencing upon the execution of this Agreement by both parties. Seller agrees not to sell or transfer, or negotiate to sell or transfer the Property; or otherwise offer the Property for sale or grant any type of license, option, easement or other rights in and to the Easement during the option period. No modifications to this Agreement are permitted unless otherwise agreed to in writing by both parties.

4. **EXERCISE OF PURCHASE:** For the purpose of inducing ODA to enter into this Agreement, Seller agrees, represents, and warrants:
- (A) That Seller is legally bound and has full right, power and authority to convey the Easement in said Property to the State of Ohio, Department of Agriculture and Local Sponsor in accordance with the terms of this entire agreement as set out herein, and has marketable fee simple title to the Property.
 - (B) Excepting matters disclosed to ODA (including, but not limited to, matters known at the time of this execution and thereafter), Seller has not received any notice of, nor has knowledge concerning, any adverse parties in possession of the Property, proceedings (including but not limited to eminent domain and foreclosure) against the Property or Seller, or public improvements or utilities contemplated to be placed on the Property, or any petitions now or in the future to subdivide or split off the Property.
 - (C) That the Property is free of all liens and encumbrances except as shown on the title commitment or disclosed to ODA, and Seller has not and will not take any action which would result in any liens or encumbrances against the Property prior to the Closing, including but not limited to any type of mortgage, easement, permits, rights-of-way, or any other license against any right in the Property. This includes but is not limited to any rights granted to utilities and septic systems or for the building of roads or other improved surfaces.
 - (D) That all laws, ordinances, rules, regulations and court orders (including, but not limited to, those relating to zoning, building, fire, health, safety, taxes, and environmental conditions and protection) of any applicable governmental agency or other party bearing on the Seller's ownership, operation or use of the Property or any part thereof, have been or will, prior to Closing, be disclosed to ODA and complied with by Seller.
 - (E) That the Property is not currently used and will not be used for industrial or commercial activity beyond the production of agricultural products from the Property, and no further buildings other than for agricultural production are currently planned or will be built without further permission from ODA.
 - (F) That Seller has consulted with legal counsel or has otherwise settled any estate planning matters regarding the disposition of the Property upon his death, and no further transfer or conveyance of the Property in furtherance of such planning is anticipated at this time. Seller acknowledges upon execution of this Agreement, the Property cannot be split off or otherwise broken apart, and must be conveyed as a single piece in any transfer or conveyance.
 - (G) That there are no hazardous materials (including but not limited to any chemical, pollutant, contaminant, waste, toxic substance or petroleum product regulated by law or regulation) located on the Property and neither Seller, nor any previous owner of the Property, has ever violated or received any notice of the claimed violation of any federal, state, or local law or regulation relating to the health, safety or environment, including without limitation, the Clean Air Act, the Clean Water Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act. Seller agrees that it will hold ODA and Local Sponsor harmless from any and all liability or expense arising from violation of environmental laws and regulations.

- (H) Prior to the Closing, and with prior notice to Seller, ODA or its agents may enter the Easement at reasonable times for the purpose of preparing the Present Condition Report, conducting investigations, surveys, tests, and inspections as ODA may desire.
- (I) The acts of obtaining a prepared Easement and obtaining the evidence of title will be done by ODA or its agent. The cost of the Easement preparation and obtaining the evidence of title shall be borne by the Seller. The Seller will be responsible for all closing costs. Seller will cooperate with ODA and Local Sponsor in their efforts to obtain the Easement and timely respond to any requests for information.
- (J) Seller certifies that it has not given nor promised to give anything of value to any public official or employee of ODA or any other board, commission, or agency of the State of Ohio. Seller also certifies that it is in compliance with and will remain in compliance with all of the provisions of Ohio Ethics Law as provided by ORC Sections § 102.03 and § 102.04.

If ODA exercises the Purchase, then each of the representations and warranties set forth in this Paragraph will be deemed to have been remade by Seller as of the Closing Date. ODA's remedies for Seller's breach before Closing shall be provided elsewhere in this Agreement.

5. **TERM AND CONDITION OF SALE:** Upon execution of this Agreement, the sale of the Easement will be completed as follows:

- (A) **Conveyance:** Seller shall convey the Easement on the Property to the Director of the Ohio Department of Agriculture by a deed of easement with release of dower, if any. The Property which the Easement will be on must also be free and clear of any and all liens, encumbrances, mortgages and other easements that affect this Easement, other than those permitted by ODA. Once the above requirements are met and the Easement interest is recorded, Seller shall receive payment of the purchase price. Seller shall indemnify, defend and save harmless ODA, Local Sponsor, and their respective agents and employees, from any claims, demands, injuries, suits, actions, proceedings, losses, costs and damages and attorney fees arising out of the actions and omissions of Seller, its employees and/or agents or contractors, in the completion of the activities under this Agreement or relating to this Agreement. This Article shall survive any termination of this Agreement.

NOTE: Any liens, encumbrances, mortgages and easements allowed to remain must be subordinated in accordance with the policies of the Department of Agriculture before payment of the purchase price is permitted.

- (B) **Taxes:** The Seller shall remain obligated for the payment of real estate taxes and assessments on the described Property as determined by the Auditor of the County. However, the Seller may apply to the County Auditor for any reduction in real estate taxes that may result from the execution of the Easement. Taxes shall not be apportioned between the Seller and ODA. The risk of loss to the Property shall remain with Seller before and after the sale of the Easement.
- (C) **Title, Appraisal and Survey:** ODA will obtain, at the Seller's expense, a title guaranty, title insurance as evidence of the title to be conveyed hereunder, and if necessary, an appraisal. ODA may require the Seller to have the Property surveyed by a duly licensed surveyor at the Seller's expense, if ODA determines that the boundaries of the Property are not sufficiently described to enforce the Easement or if a survey is required to record the Easement. Release

of payment is subject to approval by ODA's Legal Section of the title information contained hereunder, including restrictions, reservations, conditions, agreements and easements of record, if any, and zoning ordinances, if any. If the title commitment or survey discloses any exception to title which ODA in the exercise of its reasonable judgment finds unacceptable, the Seller shall have a reasonable time period, not to exceed one hundred and eighty days (180) to cure the exception to title. If Seller fails to cure the exception, then Seller shall be considered in breach of this Agreement, and this Agreement shall terminate. ODA's remedies for breach are described in Paragraph 6 of this Agreement.

The Seller's application may be submitted to the United States Department of Agriculture's ("USDA") Natural Resource Conservation Service ("NRCS") for partial reimbursement under the Agricultural Conservation Easement Program - Agricultural Land Easement ("ACEP-ALE") program for the purchase of the Agricultural Easement. If Seller's application is submitted to USDA/NRCS, compliance with ACEP-ALE requirements will be required.

- (D) **Signs:** ODA may, at the State's expense, provide one or more signs to the landowner to erect on the property designating the farmland as being preserved with an agricultural easement.

- 6. **CONTINGENCY AND BREACH:** Seller may, upon thirty (30) days written notice, terminate this Agreement at any time prior to execution of the deed of Easement. In the event that Seller breaches or otherwise terminates this Agreement, ODA shall be entitled to payment or reimbursement by Seller of all ODA's costs expended under this Agreement, including but not limited to any title search or other title costs, surveys, or any other cost or expense incurred as related to this Agreement. ODA's obligation to purchase the Property is contingent upon the Seller's performance of all its obligations under this Agreement, that the Property is suitable for ODA's intended use, and all of Seller's representations and warranties being true and correct as of the date of the Closing.

Breach for the purposes of this Agreement shall specifically include but is not limited to any violation of any representations or warranties herein or any other material provision of this Agreement. No term or provision of this Agreement shall be deemed waived and no breach excused unless the waiver of consent is in writing and signed by both parties to this Agreement.

- 7. **CLOSING:** The closing will occur, if at all, at such specific date, time and place as are mutually agreed to by ODA and Seller. At the option of ODA, the closing of the transaction contemplated hereunder may be affected by the delivery by Seller and ODA of all closing documents and other required deliveries into escrow with an appointed Escrow Agent, and the Escrow Agent's holding, recordation, and disbursement of all such closing documents and deliveries in accordance with escrow instructions.

- 8. **CLOSING OBLIGATIONS:** Seller's sale of the Easement to ODA will be contingent upon Seller and ODA taking the following described obligatory actions at Closing:

- (A) **Purchase Price Payment:** ODA will pay the Purchase Price to Seller. The amount of such payment will be adjusted in the manner contemplated in Paragraph 2 of this Agreement.
- (B) **Transfer of Easement:** Seller will execute and deliver to ODA a general deed of easement free and clear of liens and encumbrances other than as agreed by ODA.
- (C) **Entity Resolutions:** If Seller is an entity (such as a corporation, limited liability company, or partnership), then Seller will execute an entity resolution affirming the authority of such party

to enter into the transaction contemplated in this Agreement and further authorizing an individual officer or representative of such party to execute this Agreement and all closing documents in the name and on behalf of such party.

(D) **Closing Statement:** Seller and ODA will execute and deliver to the other a closing statement which sets forth the economics of ODA's purchase of the Easement from Seller, including the amount of the purchase price and all those closing credits, charges and other adjustments specified herein. Seller will execute and deliver such other documents as are reasonably requested by ODA to further evidence the sale of the Easement to ODA in the manner contemplated in this Agreement.

(E) **Closing Costs:** Seller will pay all of the following closing costs:

- i. All premiums and other charges required to permit the title company to issue the title insurance policy;
- ii. All costs required to permit the surveyor to issue and certify the survey;
- iii. All recording fees associated with the recording of the general easement deed; and
- iv. All costs associated with due diligence as conducted by Local Sponsor and/or ODA.

9. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties and no prior oral or implied agreements or representations shall be binding on the parties hereto, and all rights and obligations shall accrue to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto. Seller may not assign this Agreement at any time. This Agreement may be executed in counterparts, each of which will be deemed an original, and all such counterparts will collectively constitute a single agreement. This Agreement shall be construed in accordance with the laws of Ohio, and the parties irrevocably agree to venue in Franklin County, Ohio, or the Ohio Court of Claims, as applicable, and waive any claims as to convenience of forum. Any notices required or permitted to be given under this Agreement must be in writing and delivered to Seller or ODA at the address set forth above, and must be sent by certified mail, personally delivered, or by email or facsimile transmission with proof of delivery. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable. The headings of this Agreement, including the name of this Agreement, are for informational purposes only and should not be construed against either party or otherwise used to determine the meaning of any section of this Agreement.

ACKNOWLEDGEMENTS:

IN WITNESS WHEREOF, the Seller, have hereunto set his/her/their hand(s) this 15th day of July, 2024.

SELLER:

Steven R. Hahn

Steven R. Hahn, Trustee of the Steven R. Hahn Revocable Living Trust u/a dated November 10, 2023

STATE OF OHIO,
(state)

County of Wayne, OHIO, ss
(county) (state)

The foregoing instrument was acknowledged before me this 15th day of July, 2024, by
Steven R. Hahn, Trustee of the Steven R. Hahn Revocable Living Trust u/a dated November 10, 2023.



Amy J Spinelli
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires November 07, 2027

Amy J Spinelli

Notary Public

**OHIO DEPARTMENT OF
AGRICULTURE (ODA):**

Jared Parko, Deputy Director

STATE OF OHIO,

County of _____, ss

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by
Steven R. Hahn, Trustee of the Steven R. Hahn Revocable Living Trust u/a dated November 10, 2023.

Notary Public

Rev. 05/15/2023

Exhibit A

Situated in the Township of Baughman, County of Wayne and State of Ohio:

And known as being the West half of the Northwest Quarter of Section 16, Township 17, Range 11, and containing 82 acres more or less.

PPN: 04-00187.000