

*Cover page for:*

# **Preliminary Title Insurance Schedules (with copies of recorded exceptions\*)**

\* Exception #32 regarding an existing mortgage is to be removed at closing. A copy of this document is not included.

*Preliminary title insurance schedules prepared by:*

**Midland Title West, LLC**

(File Number: 20068)

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## **Auction Tracts 1 - 9**

**(Fayette County, Ohio)**

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*For April 30, 2020 auction to be conducted by:*

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

*On behalf of:*

**Duff Farm Co., Ltd.**

# Title Insurance Commitment

By

***Old Republic Title Insurance Company***

File No.: **20068**

1. Effective Date: **March 13, 2020, at 8:00 am**

2. Policy (or Policies) to be issued: AMOUNT

a.  ALTA Owner's Policy of Title Insurance (6-17-06) **\$TBD**

ALTA Homeowner's Policy of Title Insurance (rev. 2-3-10)

Other

Proposed Insured: **TBD**

b.  ALTA Loan Policy of Title Insurance (6-17-06)

ALTA Expanded Coverage Residential Loan Policy (2-3-10)

ALTA Short Form Residential Loan Policy - Ohio (5/1/08)

Proposed Insured: its successors and/or assigns as their interests may appear, as defined in the Conditions and Stipulations of this policy.

3. The estate or interest in the land described or referred to in this Commitment is: **Fee Simple**

4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in: **Duff Farm Co., Ltd.**

5. The land referred to in this Commitment is described as follows:

**Situated in the State of Ohio, County of Fayette, and in the Townships of Union and Concord, and being further described in Exhibit A, attached hereto and incorporated herein by reference**

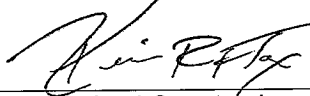
Issuing Agent: **Midland Title West, LLC**

Agent ID No.: **1**

Address: **117 West High St., Suite 105**

City, State, Zip: **London, OH, 43140**

Telephone: **(740) 852-3000**

By:   
Authorized Countersignature  
(This Schedule A valid only when Schedule B is attached)

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

# Title Insurance Commitment

By

***Old Republic Title Insurance Company***

File No.: 20068

## REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor, and the payment of the premium due on the title insurance policies to be issued in accordance with this commitment.
2. Instrument(s) in insurable form creating the estate or interest to be insured, must be approved by title company, properly executed, delivered and filed for record.
3. For Lender Title Insurance policies, a properly executed and recordable Mortgage Deed from the legally required owner(s) (with release of dower, if applicable) to proposed Mortgagee insured conveying and/or encumbering the premises described in Schedule A, Item 5, hereof.
4. Properly recorded release(s) of the Property from any mortgage(s) or lien(s) listed in Schedule BII, below.
5. Furnishing to the Closing Agent any documentation required by Title Insurance Agent showing proof of authority for the execution of documents and/or for the determination that a party is in good standing. Closing Agent may require some such documentation to be recorded.

Other Requirements, if any:

6. **Approval of Old Republic Title Insurance Company ("Old Republic") to issue excess risk policy, and furnishing any documentation required by Old Republic.**

# Title Insurance Commitment

By

***Old Republic Title Insurance Company***

File No.: 20068

## EXCEPTIONS

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness are not hereby insured.
8. INTENTIONALLY BLANK
9. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy
10. Subject to any of the parties being a debtor or the land being involved in any Bankruptcy proceedings; the land must be released from any such proceeding.
11. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
12. **The title insurance policy or certification shall not guarantee the amount of acreage stated in the legal description of the property.**

13. Subject to the rights of the public and public authorities to use and regulate the use of any of the land within a road right of way. If a title insurance policy will be issued, the following applies: Although the policy to be issued insures legal access to and from the land (unless otherwise stated), it will not insure the right of the insured to build a driveway connecting to a public highway.
14. Subject to the recouping of taxes as a result of the land being removed from the County CAUV Program. Farm acreage may be enrolled in other Government Programs (Conservation, Set-aside, Drainage maintenance, etc.) at Federal, State, or Local levels that require repayment/recouping of benefits if the acreage is not continued on the Government Program. Buyer and/or Lender must inquire and satisfy themselves in regard to the applicability of such other Government Programs. Title Agent, Closing Agent, and Attorney do not assume any liability therefore.
15. Restrictions, easements, and setbacks as shown on the plat (including amendments, if any) containing the land as recorded at the Fayette County Recorder.

16. Taxes:

Parcel Number: 010-017-0-00-012-00

The Fayette County Auditor shows taxes in the name of Duff Farm Co., Ltd. Taxes for the first half of 2019 are paid in the amount of \$526.20. Continuing assessments included in that amount are \$NONE. If the amount due (below) is higher than the taxes and assessments per half, there may be a delinquency; some delinquencies may accrue interest; please check with the County Treasurer.

The total amount of taxes and assessments now due, including delinquencies, is \$NONE. Taxes for the second half of 2019 are a lien, but not yet due. Taxes for the current year is a lien, but undetermined and not due. The aforementioned parcel number is qualified for Current Agricultural Use Valuation (CAUV).

Parcel Number: 010-017-0-00-013-00

The Fayette County Auditor shows taxes in the name of Duff Farm Co., Ltd. Taxes for the first half of 2019 are paid in the amount of \$1,228.75. Continuing assessments included in that amount are \$NONE. If the amount due (below) is higher than the taxes and assessments per half, there may be a delinquency; some delinquencies may accrue interest; please check with the County Treasurer.

The total amount of taxes and assessments now due, including delinquencies, is \$NONE. Taxes for the second half of 2019 are a lien, but not yet due. Taxes for the current year is a lien, but undetermined and not due. The aforementioned parcel number is qualified for Current Agricultural Use Valuation (CAUV).

Parcel Number: 190-024-0-00-004-00

The Fayette County Auditor shows taxes in the name of Duff Farm Co., Ltd. Taxes for the first half of 2019 are paid in the amount of \$151.60. Continuing assessments included in that amount are \$NONE. If the amount due (below) is higher than the taxes and assessments per half, there may be a delinquency; some delinquencies may accrue interest; please check with the County Treasurer.

The total amount of taxes and assessments now due, including delinquencies, is \$NONE. Taxes for the second half of 2019 are a lien, but not yet due. Taxes for the current year is a lien, but undetermined and not due. The aforementioned parcel number is qualified for Current Agricultural Use Valuation (CAUV).

Parcel Number: 190-025-0-00-003-00

The Fayette County Auditor shows taxes in the name of Duff Farm Co., Ltd. Taxes for the first half of 2019 are paid in the amount of \$3,936.02. Continuing assessments included in that amount are \$NONE. If the amount due (below) is higher than the taxes and assessments per half, there may be a delinquency; some delinquencies may accrue interest; please check with the County Treasurer.

The total amount of taxes and assessments now due, including delinquencies, is \$NONE. Taxes for the second half of 2019 are a lien, but not yet due. Taxes for the current year is a lien, but undetermined and not due. The aforementioned parcel number is qualified for Current Agricultural Use Valuation (CAUV).

Parcel Number: 190-025-0-00-019-00

The Fayette County Auditor shows taxes in the name of Duff Farm Co., Ltd. Taxes for the first half of 2019 are paid in the amount of \$2,190.44. Continuing assessments included in that amount are \$NONE. If the amount due (below) is higher than the taxes and assessments per half, there may be a delinquency; some delinquencies may accrue interest; please check with the County Treasurer.

The total amount of taxes and assessments now due, including delinquencies, is \$NONE. Taxes for the second half of 2019 are a lien, but not yet due. Taxes for the current year is a lien, but undetermined and not due. The aforementioned parcel number is qualified for Current Agricultural Use Valuation (CAUV).

Parcel Number: 190-028-0-00-011-00

The Fayette County Auditor shows taxes in the name of Duff Farm Co., Ltd. Taxes for the first half of 2019 are paid in the amount of \$2,246.65. Continuing assessments included in that amount are \$NONE. If the amount due (below) is higher than the taxes and assessments per half, there may be a delinquency; some delinquencies may accrue interest; please check with the County Treasurer.

The total amount of taxes and assessments now due, including delinquencies, is \$NONE. Taxes for the second half of 2019 are a lien, but not yet due. Taxes for the current year is a lien, but undetermined and not due. The aforementioned parcel number is qualified for Current Agricultural Use Valuation (CAUV).

Parcel Number: 190-028-0-00-012-00

The Fayette County Auditor shows taxes in the name of Duff Farm Co., Ltd. Taxes for the first half of 2019 are paid in the amount of \$1.13. Continuing assessments included in that amount are \$NONE. If the amount due (below) is higher than the taxes and assessments per half, there may be a delinquency; some delinquencies may accrue interest; please check with the County Treasurer.

The total amount of taxes and assessments now due, including delinquencies, is \$NONE. Taxes for the second half of 2019 are a lien, but not yet due. Taxes for the current year is a lien, but undetermined and not due. The aforementioned parcel number is qualified for Current Agricultural Use Valuation (CAUV).

Parcel Number: 190-028-0-00-013-00

The Fayette County Auditor shows taxes in the name of Duff Farm Co., Ltd. Taxes for the first half of 2019 are paid in the amount of \$745.81. Continuing assessments included in that amount are \$NONE. If the amount due (below) is higher than the taxes and assessments per half, there may be a delinquency; some delinquencies may accrue interest; please check with the County Treasurer.

The total amount of taxes and assessments now due, including delinquencies, is \$NONE. Taxes for the second half of 2019 are a lien, but not yet due. Taxes for the current year is a lien, but undetermined and not due. The aforementioned parcel number is qualified for Current Agricultural Use Valuation (CAUV).

17. Subject to an easement for highway purposes to the Fayette County Commissioners recorded at Official Records Volume 157, Page 276, Fayette County Recorder.
18. Subject to a right of way and easement for communication systems to AT&T Communications of Ohio, Inc., recorded at Official Records Volume 160, Page 644, Fayette County Recorder.

19. Subject to rights of way and easements to The Dayton Power and Light Company recorded at Deed Records Volume 120, Page 696, and Deed Records Volume 164, Page 197, and subsequent assignments and assumptions of easement and/or right of way to Indiana Gas Company, Inc., and Vectren Energy Delivery of Ohio, Inc., recorded at Official Records Volume 76, Page(s) 109 and 112, Fayette County Recorder.
20. Subject to game refuge lease to the Wildlife Council of the State of Ohio recorded at Lease Records Volume 7, Page 39, Fayette County Recorder.
21. Subject to an agreement for channel change with the Department of Highways, State of Ohio, recorded at Deed Records Volume 89, Page 2, Fayette County Recorder.
22. Subject to an easement and right of way for public highway and road purposes to the State of Ohio recorded at Deed Records Volume 89, Page 3, Fayette County Recorder.
23. Subject to oil and gas leases to Page Petroleum Inc. recorded at Lease Records Volume 15, Page(s) 642 and 651, and subsequent assignment(s) of oil and gas leases and/or overriding royalty at various references, Fayette County Recorder
24. Subject to an easement to The Ohio Fuel Gas Company recorded at Deed Records Volume 84, Page 181, Fayette County Recorder.
25. Subject to restriction(s) set forth in those certain instruments recorded at Deed Records Volume 85, Page(s) 171, 465, 499; Deed Records Volume 86, Page(s) 538 and 545; Deed Records Volume 89, Page 423; Deed Records Volume 91, Page 476; Deed Records Volume 94, Page 23; Deed Records Volume 103, Page(s) 555 and 652; Deed Records Volume 106, Page(s) 207 and 272; and Deed Records Volume 113, Page 599, Fayette County Recorder.
26. Subject to reservation of right to laying a pipe line for natural gas in those certain instruments recorded at Deed Records Volume 85, Page(s) 171, 465, 499; Deed Records Volume 86, Page(s) 538 and 545; Deed Records Volume 89, Page 423; Deed Records Volume 91, Page 476; Deed Records Volume 94, Page 23; Deed Records Volume 103, Page(s) 555 and 652; Deed Records Volume 106, Page(s) 207 and 272; and Deed Records Volume 113, Page 599, and subsequent affidavit in aid of title recorded at Deed Records Volume 167, Page 1088, Fayette County Recorder.
27. Subject to an easement for a drain set forth in that certain instrument recorded at Deed Records Volume 103, Page 652, Fayette County Recorder.
28. Subject to the regulation of the governmental entity to approve any alternation(s) to Sugar Creek and/or its tributaries.
29. Subject to right(s) of upper and lower riparian owner(s) of Sugar Creek, and the uninterrupted, natural flow thereof.
30. The land shall not be deemed to include any part thereof, resulting through the change in the course of Sugar Creek occasioned by other than natural causes or by natural cause other than accretion.
31. The title insurance policy or certification shall not insure or guarantee riparian rights to Sugar Creek and/or its tributaries.
32. Commercial Open-End Mortgage to Farm Credit Mid-America, PCA, recorded on 1/29/2020 at Official Record Volume 221, Page 1158, Fayette County Recorder.

End of Schedule

# EXHIBIT A

Situated in the State of Ohio, County of Fayette, and in the Townships of Union and Concord:

*Tract 4:* Beginning at a stone in the Leesburg Pike corner to Susanna Wright and William Engle and in a lane, thence South  $84-1/4^\circ$  East 176.74 poles to a stone in said lane corner to Miller and John Tanquarry; thence; South  $85-1/4^\circ$  East 34.7 poles to a stone corner to Elias McCoy and in the line of said Miller; thence North  $1/2^\circ$  West 131.6 poles to a stake in the line of William Burnett and corner to Elias McCoy; thence North  $86^\circ$  West 25.5 poles to a stone corner to William Burnett; thence South  $2^\circ$  West 38.32 poles to a stone corner to William Burnett; thence North  $86^\circ 31'$  West 84.6 poles to a stone corner to William Burnett; thence North  $1-1/4^\circ$  East 58 poles to a stake corner to William Burnett; thence North  $86-1/2^\circ$  West 121.8 poles to a stake in the Leesburg Pike and in the line of William Engle; thence South  $1-3/4^\circ$  East 49.28 poles to a stake in said pike; thence South  $6-1/2^\circ$  East 11.72 poles to a stake in said Pike; thence South  $15-1/4^\circ$  East 86.6 poles to the beginning, **containing 174.65 acres**, more or less and being part of Surveys No. 693, 3619 and 7038.

Excepting there from the following described real property:

Situated in the Township of Union, County of Fayette, State of Ohio, being a part of V.M.S. No. 7038 and being a part of the 174.65 acres "Tract One" as conveyed to John L. Rhoad, Trustee and recorded in Deed Book 177, Page 93 of the Fayette County Recorder's Office and being further bounded and described as follows:

Commencing at a R.R. spike (found) in the centerline of Rowe-Ging Road (Township Road No. 57), said R.R. spike being the southwesterly corner of a 45.417 acres tract as conveyed to Judith Hinton (Deed Book 139, Page 339);

Thence with Hinton's westerly line passing the northwesterly corner thereof and continuing with the westerly line of an original 45.417 acres "Parcel Three" as conveyed to John A. Bryant (O.R. 143, Page 1984) N 00 deg. 57 min. 06 sec. E, passing a 6" wood post (found) at 11.81 ft., a total distance of 1277.34 ft. to a 5/8" iron pin (set) by a 6" wood post (found), said iron pin marking the true point of beginning of the tract of land herein described;

Thence with a new division line N 74 deg. 38 min. 08 sec. W, a distance of 241.70 ft. to a 5/8" iron pin (set) by a 6" wood post (found);

Thence with another new division line N 49 deg. 26 min. 10 sec. W, a distance of 361.53 ft. to a 6" wood post (found), said post being the southeasterly corner to a 100.00 acres "Parcel Two, Fifth Tract" as conveyed to Roberta E. Mayer (O.R. 123, Page 2710);

Thence with Mayer's easterly line N 03 deg. 39 min. 21 sec. E, a distance of 632.30 ft. to a 10" wood post (found) from which a 5/8" iron pin (set) bears N 30 deg. 17 min. 54 sec. W, a distance of 1.32 ft., said post being the southwesterly corner of a 98 acres "Parcel Two, Eighth Tract" also conveyed to Roberta E. Mayer (O.R. 123, Page 2710);

Thence continuing with Mayer's southerly line S 84 deg. 18 min. 00 sec. E, a distance of 484.44 ft. to a 12" concrete post (found) from which a 5/8" iron pin (set) bears N 40 deg. 49 min. 19 sec. E, a distance of 0.91 ft., said post being the northwesterly corner of the aforementioned original 45.417 acres "Parcel Three" as conveyed to John A. Bryant (O.R. 143, Page 1984);

Thence with Bryant's westerly line S 00 deg. 57 min. 06 sec. W, a distance of 882.16 ft. to the true point of beginning, **containing 9.131 acres** of land.

Subject to all legal easements and rights-of-way of record.

Bearings are based upon the Grid Azimuth (AZ 169 deg. 02 min. 19.9 sec.) between National Geodetic Survey Monument "FAY 35" and McCarty Associates Geodetic Survey Monument "T109-RHOAD" and derived from GPS observations taken February 15, 2007 utilizing the ODOT CORS VRS (Virtual Reference System).

Land surveyed in April 2006, under the direction of Eric N. Lutz, Registered Professional Surveyor No. 7232, the survey plat of which is referred to as Project No. S07-761 on file in the office of McCarty Associates, LLC Washington Court House, Ohio.

All iron pins (set) are 5/8" diameter with 1-1/4" diameter plastic caps stamped "MaCarty Associates".

*Leaving 165.519 acres, after exception.*



Tract #2: 91.74 acres  
Parcel A:

Beginning at a stone in the center of the Leesburg Pike, corner to a 76.57 acre tract belonging to Claude and Jean Rhoad, thence North  $7\text{-}1/2^\circ$  East 14.42 chains to a point in the center of said Pike and corner to a lot of One and fifty nine one hundredths acres, belonging to Claude and Jean Rhoad; thence South  $82^\circ$  East 4.37 chains to a stone corner to said Lot; thence North  $7\text{-}1/2^\circ$  East 3.64 chains to a white oak corner to said Lot and in the line of H. H. Edwards; thence South  $82^\circ$  East 8.22 chains to a stone corner to said Edwards, thence North  $8^\circ$  East 6.50 chains to a stone in the center of the county road, corner to said Edwards; thence South  $83^\circ$  East 31.80 chains to a stone in the center of said road, corner to Edward Sheridan and in the line of said Edwards; thence South  $1\text{-}1/2^\circ$  West 25.69 chains to a stone corner to said Sheridan and in the line of Ed and Carrie Deer; thence North  $78^\circ$  West 10.56 chains to a stone corner to said Deer and the remainder of this tract; thence North  $9^\circ$  East 1.25 chains to a stone corner to said tract; thence North  $78\text{-}1/2^\circ$  West 23.62 chains to the beginning, **containing Ninety and Fifteen one hundredths acres (90.15)**, and being a part of John Browns Survey No. 3619.

Parcel B:

Beginning at a point in the center of the Washington and Leesburg Pike, corner to Alice Roberts and in the of J.B. McCoy, thence North  $7\text{-}1/2^\circ$  East 3.64 chains to a point in the center of said pike in the line of said McCoy and corner to School Lot; thence South  $82^\circ$  East 4.37 chains to a stone, corner to said Roberts and in the line of Emmer Edwards; thence South  $7\text{-}1/2^\circ$  West 3.64 chains to a stone corner to said Roberts; thence North  $82^\circ$  West 4.37 chains to the beginning, **containing one and fifty-nine hundredths (1.59) acres**, and being part of J. Brown's Survey No. 3619.

Excepting a 20 foot strip of land which is a right-of-way for DP&L recorded in Book 164, Page 197 dated September 18, 1988.

Tract #3: 76.57 acres

Beginning at a stone in the center of the Washington and Leesburg pike Corner to A. McCoy and in the line of McCoy; thence South  $84\text{-}1/2^\circ$  East 17.30 chains to a stone corner to said McCoy; thence South  $8\text{-}3/4^\circ$  West 19.92 chains to a stone in the line of said McCoy, and corner to Ed and Carrie Deer; thence South  $86^\circ$  East 7.33 chains to stone corner to said Deer; thence South  $4^\circ$  West 2.5 chains to a stone; thence South  $86^\circ$  East 1.75 chains to a stone; thence North  $4^\circ$  East 2.50 chains to a stone; thence South  $86^\circ$  East 1.75 chains to a stone; thence North  $4^\circ$  East 2.50 chains to a stone; thence South  $86^\circ$  East 8.16 chains to a stone corner to said Deer; thence North  $10\text{-}1/4^\circ$  East 27.53 chains to a stone corner to said Deer and the remainder of this tract; thence North  $71\text{-}1/4^\circ$  West 12.05 chains to a stone corner to said remainder; thence North  $9^\circ$  East 1.25 chains to a stone corner to said remainder; thence North  $78\text{-}1/2^\circ$  West 23.62 chains to a point in the center of said Leesburg Pike and corner to said remainder (passing a stone in the east line of said Pike); thence South  $7\text{-}1/2^\circ$  West 14.42 chains to the beginning, **containing seventy-six and 57/100 (76.57) acres** of land and being a part of John Brown's Survey No. 3619.

Tract #4: 51 acres

Beginning at a stone corner to John Tanquary and marked "A" on the plat of the division of land of Amos Wright deceased; thence with said Tanquary's line North  $86^\circ$  West 69.64 poles to a stone in the original line of Survey 693 in the name of Robert Randolph and in the Leesburg Pike and corner to said Tanquary; thence with said pike and the original line South  $7^\circ$  West 54.80 poles to a stone in said pike in said original line; thence with said pike South  $27^\circ 30'$  West 19.28 poles to a stone in said pike; thence with said pike South  $54^\circ$  West 13.26 poles to a stake in the middle of Sugar Creek under the middle of the bridge on the Leesburg Pike; thence down said creek with the meandering thereof South  $33^\circ$  East 5.48 poles, South  $11^\circ$  East 20 poles, South  $20^\circ$  East 9.36 poles, South  $61^\circ 30'$  East 19.32 poles, North  $88^\circ 30'$  East 14.60 poles, North  $76^\circ$  East 20.36 poles, South  $51^\circ$  East 5.28 poles, South  $71^\circ$  East 11.36 poles to a stake in the middle of said creek in the line of Jasper Wright; thence with this line North  $7^\circ$  East 118.60 poles to the beginning, **containing 51 acres** and 68 poles,  $2\text{-}1/4$  acres in Robert Randolph's Survey No. 693, and 49 acres and 28 poles in John Brown's survey.

Tract #5: 0.50 acres

Beginning at a point at the easterly end of the bridge over Sugar Creek on the Mark Road, and in the present line of Grantors and Grantee, A.C. McCoy; thence with the center of the Mark Road in an easterly direction to the intersection of the Jacob Hidy line; thence in a westerly direction following the original; line of the grantors back to the place of beginning, and being all the land of the grantors lying North of the Mark Road, being **one (1/2) acre more or less**, out of the 59.23 acre tract conveyed by Thomas R. Braden and Anna P. Braden, his wife, to Nancy J. Hill by deed dated 7<sup>th</sup> day of October, 1936 recorded in Deed Book 62 page 378, Deed Records, Fayette County, Ohio.

Tract #6: 10.099 acres

Beginning at a point in the centerline of U.S. Route 62 at the northeast corner of said 25.45 acre tract and southeast corner of the 3.427 acre tract conveyed to Fred Mitchell (Deed Book 129, Page 450); thence South 7° 45' West along the centerline of U.S. Route 62 (old centerline) and east line of said 25.45 acre tract a distance of 742.21 feet to a point; thence North 85° 32' 51" West along a new division line parallel to and 20.00 feet as measured a right angles north of the north line of the 1.12 acre tract conveyed to Kay Ann Cornell (Deed Book 118, Page 138), passing an iron pin at 56.41 feet, a distance of 595.50 feet to an iron pin; thence North 7° 35' 56" East along a new division line a distance of 735.11 feet to an iron pin in the north line of said 25.45 acre tract and south line of said 3.427 acre tract thence South 86° 13' East along the line between said 25.45 acre tract and said 3.427 acre tract, passing an iron pin at 567.52 feet, a distance of 597.88 feet to the place of beginning, **containing 10.099 acres** in Military Survey No. 693.

Tract #7: 84.124 acres

Situated in Concord Township, Fayette County, Ohio and being more particularly described as follows:

Beginning at a stone in the center of the Leesburg Pike in the line of Joe E. Mark, corner to the grantors 50 acre tract; thence with the North line of said tract South 86° East 105 poles to a stone; thence with the east line of said tract South 9° West 76.24 poles to a stone, 1.75 poles north of center of County Road, Southeast Corner to said 50 acre tract; thence South 86° East 53.66 poles to a stone on the South side of County Road in the line of Jacob Hidy's heirs corner to John Connors estate; thence North 10° East 6.80 poles to a stone near an ash corner to said Hidy's heirs; thence South 80.5° East 12 poles to a point in the center of Sugar Creek corner to Ed L. Deer; thence with the center of said Creek and the line of said Deer North 25.5° East 20.68 poles North 2° West 58.85 poles North 7.5° East 16.64 poles North 31° West 8.72 poles North 43.5° West 16.84 poles North 37.5° West 14.21 poles North 75.25 West 27 poles South 79.75° West 17 poles to a point in said creek corner A. C. McCoy; thence continuing up said creek with the line of said McCoy North 71° West 11.36 poles South 76° West 20.36 poles South 88.5° West 11.60 poles North 61.5° West 19.32 poles North 20° West 9.36 poles North 11° West 20 poles; thence North 33° West 5.48 poles to a point in the center of Iron Bridge over Sugar Creek on the Leesburg pike corner to said A.C. McCoy; thence with the center of said pike South 51° West 5.32 poles; thence South 25° West 3.52 poles; thence South 15.5° West 40.72 poles to a stone corner to J.E. Mark and Mrs. Noble; thence South 15.5° West 9 poles to a stone at a corner in said pike; thence South 9° West 37.72 poles to the beginning, **containing 85.96 acres** situated in surveys 626, 693, 12205 and 12258.

Excepting therefrom the following described real estate conveyed to Howard J. Barger and Virginia J. Barger by deed recorded in Deed Record 85, page 465: Beginning at a point in the center of the Washington-Leesburg Pike, North 4° East a distance of 1469.50 feet from the point of the intersection of the center line of said Pike and Mark Road to the east, thence continuing along the center line of the Washington-Leesburg Pike North 4° East a distance of 282 feet to a point; thence South 86° East a distance of 273 feet to an iron pipe set in a fence line; thence South 0° 17' East a distance of 283 feet to an iron pipe in the same fence line; thence North 86° West a distance of 294.20 feet to the beginning, **containing 1.836 acres**, and being part of Military Survey No. 626.

Leaving 84.124 acres, after exception

Tract #8:

Situated in Concord Township, Fayette County, Ohio and being more particularly described as follows:

Beginning at a stone in the center of the Leesburg Pike corner to Joseph E. Mark; thence with the center of said pike North 4° East 76.24 poles to a stone in the line of said Mark, corner to Abner C. McCoy; thence South 86° East with the line of said McCoy 105 poles to a stone corner to said McCoy; thence with another line of said McCoy South 9° West 76.24 poles to a stone in the south bank of Sugar Creek, corner to said McCoy in the line of Conner; thence west with Conner's line 105 poles to the beginning, **containing 50 acres**, part of survey No. 626.

Excepting there from the following described real property:

FIRST EXCEPTION conveyed to William E. Williams and Jane Williams by deed recorded in Deed Record 85, page 171: Beginning at an iron pipe in the east line of the right of way of U.S. Highway 62, and being 450 feet north of a State of Ohio right of way marker on U.S. Highway 62 and the Mark Road, and being at the northeast corner of the junction of said highways, thence 90° East 368 feet to an iron rod, a new corner to the grantors herein; thence in a new line with grantor North 4° East 125 feet to a stake, another corner to grantors; thence in a new line with grantors 90° West 368 feet to an iron rod in the east line of the right of way of U.S. highway 62, a new corner to grantors; thence with said east line of the right of way to U.S. highway 62, South 4° West 125 feet to the place of beginning, **containing 1.05 acres**, and being part of Survey No. 626.

TOGETHER with a certain tract conveyed to William E. Williams and Jane M. Williams by deed recorded in Deed Record 94, page 23: Beginning at a point in the center line of U.S. Highway 62 corner to said William E. and Jane M. Williams, thence South 86° East 398 feet to a stone corner to said Williams and in the line of said Rhoad; thence with the line of said Rhoad South 4° East 30 feet to a stake corner to said Rhoad; thence with the line of said Rhoad North 86° West 398 feet to a point in the center line of said Highway; thence with the center line of said Highway North 4° East 30 feet to the place of beginning, **containing about one quarter of an acre**, and being a strip of ground 30 feet wide adjoining grantees lot on the south.

SECOND EXCEPTION conveyed to Alvin Ray Jennings and Mary Jean Jennings by deed recorded in Deed Record 85, page 499: Beginning at an iron stake in the east line of U.S. Highway 62, corner to Jane M. and William E. Williams, thence with the east line of said U.S. Highway 62, North 4° East 119 feet to a stake, corner to a private lane; thence with the south line of said private lane North 84° East 373.68 feet to a stake corner to the lane of the grantors herein; thence with the line of said grantors South 4° West 184 feet to a stake, corner to said Williams; thence with the line of said Williams North 86° West 368 feet to the place of beginning, **containing 1.28 acres**, and being a part of Military Survey No. 626.

THIRD EXCEPTION conveyed to H. Kenneth Harley and Lorna Lee Harley by deed recorded in Deed Record 86, Page 538: Beginning at a point in the center line of U.S. Highway 62, and corner to Lot owned by Leo E. and Helen E. Thompson, thence with the center line of said Highway North 4° East 160 feet to a point in said center line of said Highway, corner to Barger; thence with the line of Barger South 86° East 294.2 feet to a stone corner to said Barger and in the line of C. Elton Rhoad and Jean Cavince Rhoad; thence with the line of said Rhoad South 00° 17' East 160.45 feet to a stone corer to said Thompson; thence North 86° West 306.18 feet to the center line of said Highway, the place of beginning, **containing 1.1021 acres** including said highway, and containing .9924 acre excluding said highway.

FOURTH EXCEPTION conveyed to Leo E. Thompson and Helen E. Thompson by deed recorded in Deed Record 86, page 545: Beginning at a point in the center line of U.S. Highway 62, corner to lot owned by Delbert R. and Mary Lee Marshall, thence with the center line of said highway North 4° East 176.71 feet to a point in the center line of said Highway, corner to Lot owned by H. Kenneth and Lorna Lee Harley; thence with the line of said Harley South 86° East 306.18 feet to a stone corner to said Harley and in the line of C. Elton Rhoad and Jean Cavince Rhoad, thence with the line of said Rhoad South 00° 17' East 177.21 feet to a stone corner to said Marshall; thence with the line of said Marshall North 86° West 319.42 feet to the place of beginning, **containing 1.2957 acres**, including said Highway, and 1.174 acres excluding said highway.

TOGETHER with a certain tract conveyed to Leo Thompson and Helen Thompson by deed recorded in Deed Record 88, page 606: Beginning at a point in the center line of U.S. Highway 62, corner to the grantors and grantees herein, thence with the southerly line of said Thompson South 86° East 319.42 feet to a point in the line of said Thompson and corner to said Rhoad; thence South 00° 17' East 25 feet to a point a new corner to said Rhoad; thence with a new line of said Rhoad North 86° West about 319.42 feet to a point in the center of said Highway 62; thence with the center line of said Highway North 4° East 25 feet to the place of beginning, **containing approximately 7985.50 square feet** of land, more or less, including said highway.

FIFTH EXCEPTION conveyed to Benneth McCreight Marlin and Virginia Lee Marlin by deed recorded in Deed Record 89, page 423: Beginning at a point in the center line of U.S. Highway 62 (old road bed) and corner to a tract owned by Leo E. and Helen E. Thompson; thence with the line of said Thompson South 86° East 321.29 feet to a stone corner to said Thompson and in the line of C. Elton and Jean C. Rhoad; thence with the line of said Rhoad South 00° 17' East 321.42 feet to a stone corner to said Rhoad; thence with the line of said Rhoad South 84° West 350.55 feet to a point in the center line of said Highway 62 (old road bed); thence with the line of said highway North 4° East 381.30 feet to the place of beginning, **containing 2.6773 acres**, including said Highway.

SIXTH EXCEPTION conveyed to Howard E. Glitt and Helen Glitt by deed recorded in Deed Record 91, page 476: Beginning at a point in the center of the Mark Road, 531 feet East of east line of the right of way line of U.S. Highway Route #62, thence with the center line of said Mark Road E. 90° 348.82 feet to a point in said road, corner to grantors and grantee herein; thence with a new line N. 32° 30' W. 314.21 feet to a 3/4 inch iron pin, a new corner to grantors and grantee herein; thence with a new line of grantors and grantee 90° W. 180 feet to a 3/4 inch iron pin, a new corner to grantors and grantee; thence with a new line of grantors and grantee S. 90° 265.00 feet to the place of beginning, **containing 1.6085 acres** of land, more or less.

SEVENTH EXCEPTION conveyed to James F. Donohoe and Lucille B. Donohoe by deed recorded in Deed Record 103, page 652: Beginning at a point in the centerline of U.S. highway 62, said point being the Southwest corner of the William E. and Jane M. Williams land as the same is shown of record Deed Book 94, Page 23, Recorder's Office, Fayette County, Ohio; thence with the south line of said Williams' property North 86° 00' East 398.00 lineal feet to a fence corner; said fence corer being the southeast corner of the aforementioned Williams' property; thence South 4° 00' East 125.00 lineal feet to an iron pin; thence South 86° 00' West 398.00 lineal feet, passing an iron pin on line at 368.00 lineal feet, to a point in the centerline of said Highway, North 4° 00' West 125.00 lineal feet to the place of beginning, **containing 1.14 acres, more or less**. Subject to all legal rights of way.

EIGHTH EXCEPTION conveyed to Howard E. Glitt and Helen Glitt by deed recorded in Deed Record 104, page 605: Beginning at a railroad spike in the center of the Mark Road, 501.0 lineal feet east of the east right-of-way line of U.S. Highway Route #62, said point being the S.W. corner of the Howard Glitt lot; thence North with the west line of the aforementioned Glitt property 265.0 lineal feet to an iron pin, passing an iron pin on line at 20.0 lineal feet; thence N. 90° 00' W., 30.0 lineal feet to an iron pin; thence South 265.0 lineal feet to a railroad spike in the center of the Mark Road, passing an iron pin on line at 245.0 lineal feet; thence N. 90° 00' E., 30.0 lineal feet to the place of beginning. **Containing 0.183 acre more or less.** Subject to all legal rights of way.

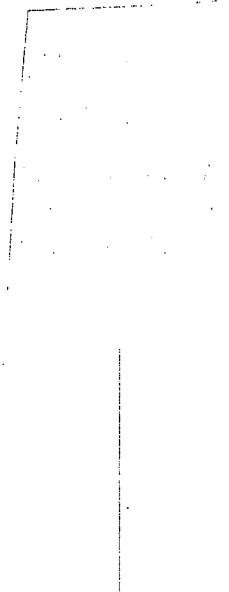
NINTH EXCEPTION conveyed to Theodore H. Utermochlen and Clarice Ann Utermochlen by deed recorded in Deed Record 103, page 555: Beginning at a railroad spike in the center of the Mark Road, 203.62 lineal feet east of the east right-of-way line of U.S. Highway Route #62, thence with the centerline of the said Mark Road N. 90° 00' E., 164.38 lineal feet to a railroad spike; thence due North 265.0 lineal feet to an iron pin, passing an iron pin on line at 20.0 lineal feet; thence N. 90° 00' W., 164.38 lineal feet to an iron pin; thence due South 265.0 lineal feet to the place of Beginning, passing an iron pin on line at 245.0 lineal feet. **Containing 1.0 acre, more or less.** Subject to all legal rights of way.

TENTH EXCEPTION conveyed to Theodore H. Utermochlen and Clarice Utermochlen by deed recorded in Deed Record 106, page 272: Beginning at an iron pin on the N.E. corner of the Theodore H. Utermochlen Lot, thence with the north line of the aforementioned lot, S. 90° 00' W, 164.38 lineal feet to an iron pin, said point being the NW corner of said lot; thence with the West line of said Lot North 27.78 lineal feet to an iron pin; thence S. 86° 00' E., 164.78 lineal feet to an iron pin; thence S, 14.40 lineal feet to an iron pin the place of beginning. **Containing 0.08 acres more or less.**

ELEVENTH EXCEPTION conveyed to Howard Glitt and Helene Glitt by deed recorded in Deed Record 106, page 207: Beginning at a railroad spike in the center of the Mark Road, 368.0 lineal feet East of the East right-of-way line of U.S. Route #62, thence with the center line of the said Mark Road N. 90° 00' E., 133.0 lineal feet to a railroad spike, said point being the SW corner of the Howard Glitt lot; thence North with the west line of the aforementioned Glitt Property, 265.0 lineal feet to an iron pin, passing an iron pin on line at 20.0 lineal feet; thence S. 83° 27' W., 109.95 lineal feet to an iron pin; thence S. 86° 00' W., 23.88 lineal feet to an iron pin; said point being the NE corner of the Theodore H. Utermochlen lot; thence South with the East line of the aforementioned Utermochlen lot; 279.40 lineal feet to a railroad spike the place of beginning, passing an iron pin on line at 259.40 lineal feet. **Containing 0.83 acre more or less.** Subject to all legal rights of way.

TWELFTH EXCEPTION conveyed to James F. Donohoe and Lucille B. Donohoe by deed recorded in Deed Record 111, page 334: Beginning at a point in the centerline of U.S. Highway 62 said point being the southwest corner of the James F. and Lucille B. Donohoe land as the same is shown of record in deed book 103 page 652, Recorder's office, Fayette County, Ohio; thence with the south line of said Donohoes' property North 86° 00' East 179.38 lineal feet to an iron pin, said iron pin being on the west line of the Theodore H. and Clarice Ann Utermochlen property as the same is shown of record in Deed Book 103, Page 555, Recorder's office, Fayette County, Ohio, thence with the west line of the aforementioned Utermochlen property, South 30.07 lineal feet to a point in the centerline of U.S. Highway 62; thence with the centerline of said highway, North 4° 00' West, 30.00 lineal feet to the place of beginning, **containing 0.12 acres more or less.** Subject to all legal rights of way.

THIRTEENTH EXCEPTION conveyed to Lowell R. Whittrdige and Jo Ann Whittridge by deed recorded in Deed Record 113, page 599: Beginning at the intersection of the centerline of the Mark Road and the centerline of U.S. Route #62; thence with the centerline of the Mark Road East 233.64 lineal feet to a railroad spike, said point being the southwest corner of the Theodore H. Utermochlen and Clarice Ann Utermochlen property as the same is shown of record in Deed Record 103, page 555, Recorders' Office, Fayette County, Ohio; thence with the west line of the aforementioned Utermochlen property North 262.71 lineal feet to an iron pin, passing an iron pin on line at 20.0 lineal feet; thence North  $86^{\circ} 00' W.$  209.88 lineal feet to a point in the centerline of U.S. Route #62, passing an iron pin on line at 179.81 lineal feet; thence with the centerline of U.S. Route #62 S.  $4^{\circ} 00' W.$  265.0 lineal feet to the place of beginning **containing 1.36 acres more or less**, but subject to all legal rights-of-way.



**EASEMENT DEED**

KNOW ALL MEN BY THESE PRESENTS THAT: John L. Rhoad, Trustee of the John L. Rhoad Living Trust, Martha C. Cooper, single, Mary Ann Hoskinson nka Maryann Goodnight, single the Grantor(s) herein, in consideration of the sum of \$Donation, to be paid by the Fayette County Commissioners, the Grantee herein, do hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns forever, an easement, which is more particularly described in Exhibit A attached hereto, within the following described real estate:

PARCEL(S): 1SHV

FAY-TR54-1.50

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Prior Instrument Reference: 177/93 and 139/380, Fayette County Recorder's Office.

And the said Grantor(s), for themselves and their successors and assigns, hereby covenant with the said Grantee, its successors and assigns, that they are the true and lawful owner(s) of said premises, and is lawfully seized of the same in fee simple, and have good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

TRANSFER NOT NECESSARY 6-29 2006

PENNY S. JOHNSON

FAYETTE COUNTY AUDITOR

*P.S.*

200600002882  
Filed for Record in  
FAYETTE COUNTY, OHIO  
CATHY TEMPLIN  
06-28-2006 At 02:52 PM.  
COUNTY ESMT .00  
DR Book 157 Page 276 - 281

200600002882  
TAX MAP OFFICE WILL CALL FOR

**EXHIBIT A**

RX 271  
Rev. 04/03

PID 78589  
PARCEL ISHV  
CTY-RTE-SEC FAY-TR54-1.50  
Version Date 1-04-06

**PARCEL 1 -SHV  
FAY-TR54-1.50  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF  
THE FAYETTE COUNTY COMMISSIONERS**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Fayette County Commissioners, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area. (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Fayette, Townships of Concord and Union, Virginia Military Survey 626 and being **0.336 acres** out of that 35.840 acre tract conveyed to John L. Rhoad, Trustee of the John L. Rhoad Living Trust dated November 23, 1993 of record in Deed Book 177, Page 93, Tract 8 (1/3 interest) and conveyed to Martha C. Cooper (1/3 interest) and Mary Ann Hoskinson (1/3 interest) of record in Deed Book 139, Page 380 (All records referenced and cited hereon refer to those found at the Recorder's Office, Fayette County, Ohio) and being further described as follows:

Beginning at the southwesterly corner of said 35.840 acre tract and the southeasterly corner of a 1.6085 acre tract conveyed to Raymond W. and Nancy E. Mick of record in Deed Book 180, Page 747, being in the existing centerline of Township Road 54 (Mark Road) and being at existing centerline of right-of-way of Township Road 54 (Mark Road) station 33+85.83;

Thence along a westerly line of said 35.840 acre tract and the easterly line of said 1.6085 acre tract, North 46 degrees 54 minutes 03 seconds West, a distance of 23.71 feet (passing a bent iron pin found at 23.39 feet) to a point at 20.00 feet left of centerline station 33+73.09;

Thence crossing thru said 35.840 acre tract, North 68 degrees 10 minutes 04 seconds East, a distance of 173.83 feet to a point at 38.73 feet left of centerline station 35+46.68;

Thence crossing thru said 35.840 acre tract, North 76 degrees 17 minutes 04 seconds East, a distance of 232.30 feet to a point at 35.31 feet left of centerline station 37+74.12;

Thence crossing thru said 35.840 acre tract, South 81 degrees 11 minutes 39 seconds East, a distance of 53.47 feet to a point in the existing northerly right-of-way of Mark Road at 20.00 feet left of centerline station 38+25.35;

Thence along the existing northerly right-of-way of Mark Road, North 82 degrees 09 minutes 57 seconds East, a distance of 117.63 feet to a point in the southerly line of said 35.840 acre tract and the northerly line of a 0.5 acre tract conveyed to John L. Rhoad, Trustee of the John L. Rhoad Living Trust dated November 23, 1993 of record in Deed Book 177, Page 93, Tract 6 and at 20.00 feet left of centerline station 39+42.98;



**EXHIBIT A**

RX 271  
Rev. 04/03

Page 2 of 2  
PID 78589  
PARCEL ISHV  
CTY-RTE-SEC FAY-TR54-I.50  
Version Date 1-04-06

Thence along the southerly line of said 35.840 acre tract and the northerly line of said 0.5 acre tract, South 76 degrees 43 minutes 50 seconds West, a distance of 211.14 feet to the existing centerline of right-of-way of Township Road 54 (Mark Road) station 37+32.79;

Thence along the existing centerline of right-of-way of Township Road 54 (Mark Road) and the southerly line of said 35.840 acre tract, South 73 degrees 52 minutes 55 seconds West, a distance of 311.97 feet to a point at centerline station 34+20.82;

Thence along the existing centerline of right-of-way of Township Road 54 (Mark Road) and the southerly line of said 35.840 acre tract, South 75 degrees 35 minutes 55 seconds West, a distance of 34.99 feet to the point of beginning and containing 0.336 acres of land, more or less.

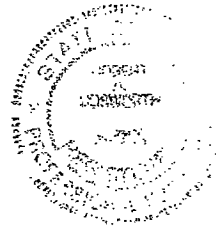
The bearings used herein are relative to an assumed meridian to delineate angles and are for project use only.

This description was prepared by DLZ Ohio, Inc., Columbus, Ohio. It is based on a field survey performed in March 2005 under the direction of Robert A. Bosworth, P.S. (S-7750), for the Fayette County Engineer.

The above described parcel contains 0.336 acres within Auditor's Parcel Number 010-017-0-00-012-00, which includes 0.211 acres in the present road occupied, resulting in a net take of 0.125 acres.

DLZ OHIO, INC.

Robert A. Bosworth 1-05-06  
Robert A. Bosworth  
Registered Surveyor No. 7750



RE 246  
REV. 02/06

AJ-ACK

IN WITNESS WHEREOF John L. Rhoad, Trustee of the John L. Rhoad Living Trust, has hereunto set his hand on the 31<sup>st</sup> day of May, 2006.

John L. Rhoad, Trustee  
John L. Rhoad, Trustee

STATE OF OHIO, COUNTY OF Fayette SS:

BE IT REMEMBERED, that on the 31<sup>st</sup> day of May, 2006, before me the subscriber, a Notary Public in and for said state and county, personally came the above named John L. Rhoad, Trustee of the John L. Rhoad Living Trust, who signed or acknowledged the signing of the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



PATRICIA VANCE  
Notary Public State of Ohio  
My Commission Expires  
May 17, 2008

Patricia Vance  
NOTARY PUBLIC  
My Commission expires: 11-17-09

RE 246  
REV. 02/06

AJ-ACK

IN WITNESS WHEREOF <sup>Maryann</sup> ~~Mary Ann~~ Hoskinson nka Marvann Goodnight, single, has hereunto set her hand on the 1<sup>st</sup> day of June, 2006.

Maryann Goodnight  
Mary Ann Hoskinson nka Maryann Goodnight, single

STATE OF OHIO, COUNTY OF Fayette SS:

BE IT REMEMBERED, that on the 1 day of June, 2006, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Marv Ann Hoskinson nka Marvann Goodnight, single, who signed or acknowledged the signing of the foregoing instrument to be her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



TERRY L. DODD  
Notary Public, State of Ohio  
My Commission Expires Dec. 16, 2008  
Recorded in Clinton County

Terry L. Dodd  
NOTARY PUBLIC  
My Commission expires: Dec 16, 2008



87-1158  
GRANT

MAC 1009-MSU  
RETENTION CODE  
02R-060FB

TRACT F151FA0025

of Ohio, Inc.

Received of AT&T Communications

(\$5.00) Five and 00/100 ----- Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, lightguides, wires, conduits, manholes, drains, splicing boxes, repeaters, repeater housings, together with surface testing-terminals, markers, and other appurtenances,

upon, over and under a strip of land 16.5 feet wide across the land which the undersigned own or in which

the undersigned have any interest in

A parcel of land consisting of 174.85 ac. in VMS No. 5. 5619, 693, 7038 in Union Twp. and more particularly described in Deed Records Vol. 157, Pg. 806 in Fayette County, Ohio.

TRANSFER NOT NECESSARY 5-15 1987

*Mary Ann Joseph*  
COUNTY ADVISOR

Township of Union, County of Fayette, and State of OH

together with the following rights: Of ingress and egress to, from, and along lands adjacent to said strip for the purpose of constructing and maintaining communication systems within said strip; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and during construction to cut all trees within ten feet thereof; and to install gates in any fences crossing said strip.

The Northerly boundary of said 16.5 foot strip shall be a line parallel to

and 5 feet Northerly of the first cable or lightguide laid, which cable or lightguide shall have its location indicated upon the surface markers set at intervals on the land of the undersigned or on adjacent lands. The undersigned for themselves, their heirs, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree that the said cables or lightguides shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damages to fences and growing crops

arising from the construction and maintenance of the aforesaid systems

RECEIVED FOR RECORD

87-1158

'87 MAY 15 PM 3 20

Vol. 160 Page 644  
Record Deed  
Fee \$10.00

LORIE H. ARMBRUST  
FAYETTE COUNTY RECORDER  
WASHINGTON C. H., OHIO

Signed and sealed this 18 day of March, 19 87

at 1220 Columbus Ave Washington Courthouse

Witness:

*Robert M. Arnold*

*John L Rhoad*  
John L Rhoad

*Fred Kent*

*Martha C. Cooper*  
Martha C Cooper

*Maryann Hoskinson*  
Maryann Hoskinson

This instrument was drafted by E. E. Blythe  
Attorney at Law, whose business address is One  
South Wacker Drive, Chicago, Illinois 60 06

STATE OF OH  
COUNTY OF Fayette

} ss. Source of Title: Deed Book 157, Page 806

On this 18 day of March, 19 87, before me personally appeared to me *John L Rhoad, Martha C Cooper, Maryann Hoskinson* Each in their own right known to be the persons (or persons) who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

My commission expires: 10-26-91

*Robert M. Arnold*  
Notary Public

Mail: B.W.R. Land Acquisition, Inc., 75 Executive Dr., Suite 105, Aurora, Ill. 60504

## Know All Men by These Presents:

That John L. Rhoad (Unmarried); Martha Carolyn Rhoad (Unmarried); Mary Ann Rhoad (Unmarried)

in consideration of One Dollar to them paid by The Dayton Power and Light Company, the receipt of which is hereby acknowledged, do hereby grant and convey unto said The Dayton Power and Light Company, its successors and assigns forever, a right of way and easement, subject to legal highways, for a line for the transmission and/or distribution of electric energy thereover, for any and all purposes for which electric energy is now, or may hereinafter be used, with the right to construct, reconstruct, repair, maintain, use or remove said line and appurtenances, subject to the conditions hereinafter contained, over and across the following premises, viz:

situated in Union Township, Fayette County, Ohio

and being a tract of land containing 174.65 acres, more or less, situated in part of Military Survey 693, 3619 and 7038 and being the same premises conveyed in a warranty Deed recorded in Deed Book No. 114, page 438 of the Deed Records of Fayette County, Ohio.

The aforesaid line shall consist of underground and/or overhead electric facilities and shall be located within a strip of land 5 feet in width, together with all necessary equipment, wires, cables, anchors, fixtures and appliances appurtenant thereto. The centerline of said right of way and easement shall be approximately along the following course viz:

Beginning at a point in the westerly property line (which is also the centerline of U.S. Route 62) 12 feet northwardly at right angles from the southerly property line (which is also the centerline of the Rowe-Ging Road); thence eastwardly parallel to and 12 feet northwardly from the aforesaid southerly property line 700 feet to a point.

In the event that Rowe-Ging Road should be widened or relocated, said The Dayton Power and Light Company, its successors or assigns, may, but shall not be required to relocate or reconstruct said line and appurtenances, so that the centerline of said line as relocated or reconstructed shall not be more than one (1) foot outside of the road as widened or relocated.

The Dayton Power and Light Company, its successors and assigns, by its employees and agents, may enter upon said premises from time to time to construct, reconstruct, repair, maintain, use, or remove said line or part thereof, and to cut and remove such trees or other obstructions as, in the opinion of the grantees herein, may now or at any time hereafter interfere with the use, maintenance and successful operation of said line, and to place and string wires and cables thereon, and to repair, reconstruct, maintain, use or remove the same.

The grantor S shall have full right to use the land within said right of way and easement for any purpose consistent with the rights herein granted to the Grantee, its successors and assigns; provided, however, that no buildings or other structures shall be erected within the limits of said right of way and easement by the grantor S or any other party claiming title or possession under said grantor S.

That said The Dayton Power and Light Company, its successors and assigns shall hold the grantor S their heirs, executors, administrators, and assigns, harmless from any damage to crops and other property that may arise from or be caused by the negligence of The Dayton Power and Light Company, its successors or assigns or their agents, servants, or employees, in the construction, reconstruction, repair, use or removal of said pole line.

It is further agreed that failure of said The Dayton Power and Light Company, its successors and assigns, or any of them to enter upon said tract or parcel of real estate or any part thereof, or to exercise any of the rights and privileges hereby granted and conveyed shall not work a forfeiture or abandonment of the rights and privileges hereby granted and conveyed, in whole or in part, nor shall any such failure to enter upon said tract or parcel of real estate above described be construed as a surrender of any of the rights and privileges hereby granted and conveyed.

The grantor S for themselves and their heirs, executors, administrators and assigns, covenant with the grantee, its successors and assigns, that they are the true and lawful owner of said premises and have full power to convey the rights hereby conveyed, and that they do warrant and will defend the same against the claims of all persons whomsoever.

The acceptance of this conveyance by The Dayton Power and Light Company shall operate as an agreement by it for itself, its successors and assigns to all the terms and conditions hereof, and it and they shall be bound thereby.

IN WITNESS WHEREOF, the said John L. Rhoad (Unmarried); Martha Carolyn Rhoad (Unmarried); Mary Ann Rhoad (Unmarried)

have hereunto subscribed their names this 4th day of June 1970

Signed and acknowledged in the presence of:

Thomas K. George  
Frank M. Miller

John L. Rhoad  
Martha Carolyn Rhoad  
Mary Ann Rhoad

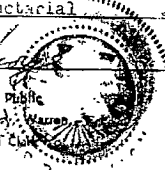
STATE OF OHIO COUNTY OF FAYETTE ss:

BE IT REMEMBERED, that on the 4th day of June in the year of our Lord One Thousand Nine Hundred and Seventy, before me, the subscriber, a Notary Public in and for said County, personally came John L. Rhoad; Martha Carolyn Rhoad; Mary Ann Rhoad

the grantor s in the foregoing instrument, and acknowledged the signing thereof to be their voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

THOMAS K. GEORGE, Notary Public  
In and for Greene, Montgomery, Warren, Clinton, Fayette, Madison and Clark Counties, Ohio  
My Commission Expires July 13, 1971



LEGAL DEPARTMENT  
The Dayton Power and Light Company  
This instrument was prepared and approved by

Frank M. Miller 1970

35362  
RIGHT OF WAY  
GRANT

FROM

John L. Rhoad, et al

TO

The Dayton Power and Light Company  
Washington & N. Ohio

Transfer not Necessary

Mary Ann Rhoad in the County Auditor.  
RECEIVED FOR RECORD

State of Ohio, \_\_\_\_\_ County, ss:

Presented for Record on the 4th day of June 1970 at \_\_\_\_\_

o'clock 3:35 PM at \_\_\_\_\_

Recorded 3:35 PM in \_\_\_\_\_

Deed Book 180 Page 96

Filed 3:35 PM County Recorder.

Project No. 3050 GEORGE

FORM 75-2-10

420 607

## KNOW ALL MEN BY THESE PRESENTS

THAT John L. Rhoad and Lois Rhoad (his wife)

Martha Carolyn Rhoad Cooper (unmarried)

Maryann Rhoad Hoskinson (aka Mary Ann Rhoad) and

F. Thomas Hoskinson (her husband)

Grantor(s), in consideration of One Dollar (\$1.00) to them paid by The Dayton Power and Light Company, Courthouse Plaza Southwest, Dayton, Ohio 45402 (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, do(es) hereby GRANT, BARGAIN, SELL AND CONVEY unto The Dayton Power and Light Company, its successors and assigns forever, a right of way and easement for lines for the transmission and/or distribution of electric energy and/or for any and all purposes for which electric energy is now, or may hereafter be used, together with the right to construct thereon, either underground or overhead, all towers, poles, lines, structures, wires, cables, conduits, manholes, anchors, grounding systems, counterpoises, communication circuits, equipment, and all other appurtenances which in the judgment of the Grantee are necessary, or incidental to the use of said right of way and easement; and the right to add to, construct, reconstruct, erect, operate, repair, maintain, use, remove or replace such facilities at any time, subject to the conditions hereinafter contained, in, over, upon, under and through the following described premises, viz:

Situated in Union Township, Fayette County, State of Ohio.

And being two (2) tracts of land containing in the aggregate 91.74 acres, more or less, situated in part of Military Survey No. 3619 and being a part of the premises conveyed in a Warranty Deed recorded in Volume 114, Page 438 of the Deed Records of Fayette County, Ohio.

Said right of way and easement shall be 20 feet in width and the centerline shall be approximately along the following course:  
Right of way for ingress and egress.

Beginning at a point in the northerly property line (which is also the centerline of Rowe-Ging Road) 10 feet westwardly at right angles from the easterly property line (which is also the westerly line of a 25.00 acre tract); thence southwardly parallel to and 10 feet westwardly from the aforesaid easterly property line 276 feet, more or less, to a point.

Said right of way and easement may be further identified on Exhibit "A" attached hereto and made a part hereof.

In addition to the rights provided above, said grant of right of way and easement shall provide that:

Grantee, its successors and assigns, by and through its employees, servants, and agents, shall have the right of ingress and egress over the right of way and easement to add to, construct, reconstruct, repair, maintain, use or remove its facilities or parts thereof, and to cut, trim and remove or otherwise control such trees, roots, undergrowth or overhanging branches and/or other obstructions within the limits of said right of way and easement, as, in the opinion of Grantee, may now or at any time hereafter interfere with the construction, use, maintenance or successful operation of said facilities and/or the transmission and/or distribution of electric energy thereby.

Grantee shall reimburse Grantor(s) for any damage or loss to growing crops and other property, including buildings and fences, that may be caused by the Grantee, its agents, servants, or employees, in the construction, repair, use or removal of its facilities.

No buildings or other structures shall be erected within the limits of said right of way and easement by Grantor(s). No excavating or filling shall be done or be permitted by Grantor(s) within said right of way and easement, which in the opinion of Grantee would either (a) reduce or add to the distance between Grantee's facilities and the land surface, (b) impair the land support of its facilities, (c) impair Grantee's ability to maintain its facilities, and/or (d) create a hazard.

Mail: Dayton Power & Light Co., Court House Plaza Southwest, P.O. Box 1247, Dayton, Oh. 45401-9978

Grantor(s) covenant with Grantee, that he/she/they are the true and lawful owner(s) of said premises and have full power to convey the rights hereby conveyed and he/she/they do warrant and will defend the same against the claims of all persons whomsoever.

In the event that any road should be widened or relocated so that its right of way extends onto the Grantee's right of way and easement herein provided for, Grantee may, but shall not be required to relocate or reconstruct its facilities so that Grantee's facilities as relocated or reconstructed are contained within Grantee's right of way as relocated so that the centerline of said right of way shall not be more than five (5) feet off the road right of way as widened or relocated.

All the covenants, agreements, stipulations, provisions, conditions and obligations contained herein, shall be considered as running with the land and shall extend to, bind and inure to the benefit of, as the case may require, the heirs, executors, administrators, successors and assigns of the Grantor(s) and Grantee respectively, as fully as if such words were written whenever reference to the Grantor(s) and Grantee occur in this grant.

As used herein, words in the plural number include words in the singular number.

IN WITNESS WHEREOF, the Grantor(s) have hereunto subscribed their names this 1 day of November, 1988.

Witnesses

Grantor(s)

Signed and acknowledged in the presence of:

<u>Carolene M. Lowe</u> Carolene M. Lowe	} as to	<u>John L. Rhoad</u> John L. Rhoad
<u>Barbara J. Smith</u> Barbara J. Smith		
<u>Carolene M. Lowe</u> Carolene M. Lowe	} 1	<u>Lois Rhoad</u> Lois Rhoad
<u>Barbara J. Smith</u> Barbara J. Smith		
<u>R. L. Brubaker</u> R. L. Brubaker	} as to	<u>Martha Carolyn Rhoad Cooper</u> Martha Carolyn Rhoad Cooper
<u>Susannah B. Lyons</u> Susannah B. Lyons		
<u>Sue Mace</u> Sue Mace	} as to 4 & 5	<u>Maryann Rhoad Hoskinson</u> Maryann Rhoad Hoskinson (aka Mary Ann Rhoad)
<u>Eddie Adams</u> Eddie Adams		
<u>Sue Mace</u> Sue Mace		<u>F. Thomas Hoskinson</u> F. Thomas Hoskinson
<u>Eddie Adams</u> Eddie Adams		

STATE OF OHIO, COUNTY OF FAYETTE, SS:

Before me, a Notary Public in and for said County and State, personally appeared John L. Rhoad and Lois Rhoad (his wife)

the Grantor(s) in the foregoing Instrument, and acknowledged the signing thereof to be their voluntary act and deed. In testimony thereof, I have hereunto set my hand and seal, this 16<sup>th</sup> day of August, 1988.

Barbara L. Linton

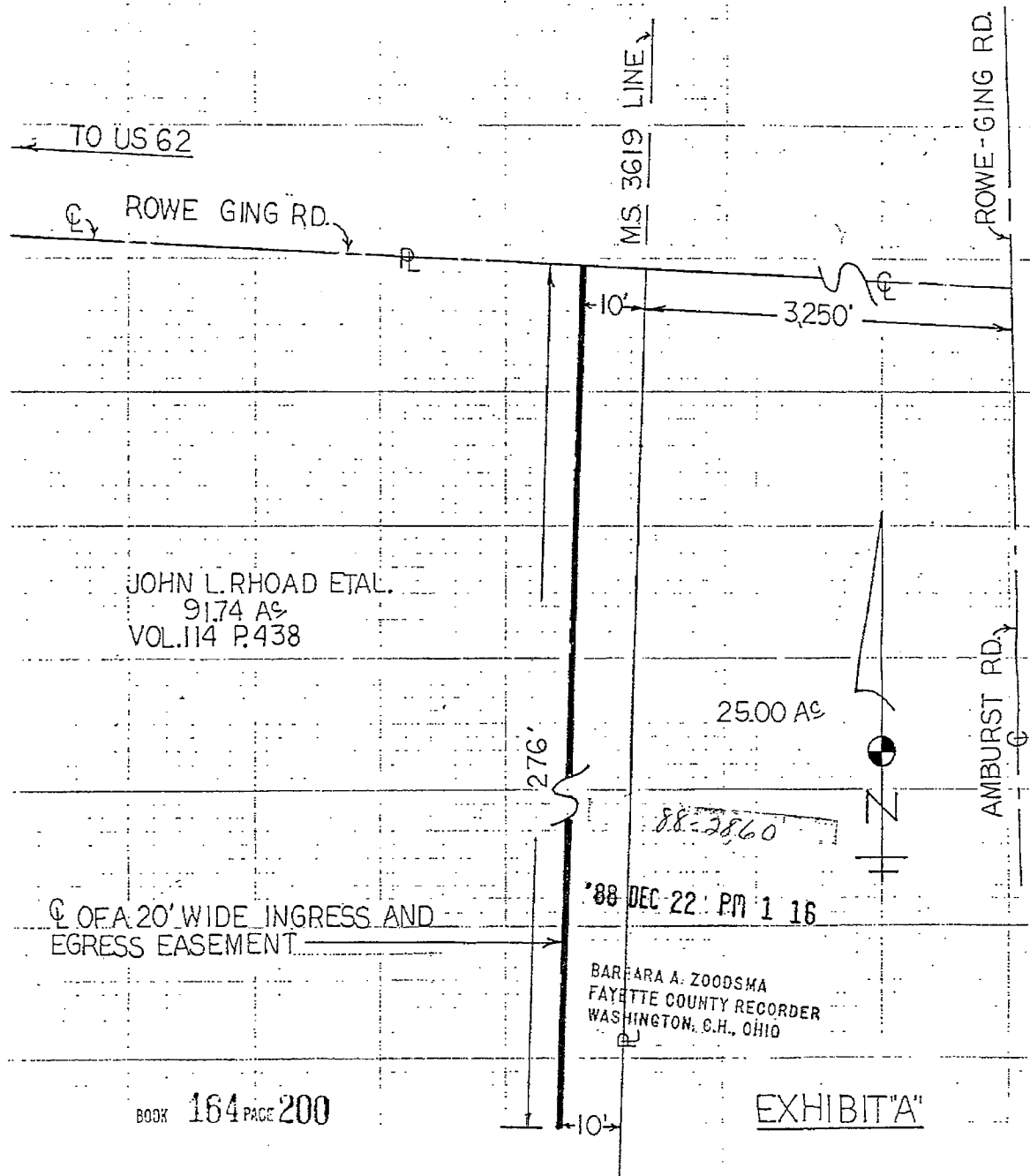
Notary Public  
BARBARA L. LINTON, Notary Public  
FAYETTE COUNTY, OHIO  
My Commission Expires 7-30-89



THE DAYTON POWER AND LIGHT COMPANY - LAND SURVEY

Sheet 4 of 4

SURVEYED BY NYE	OWNER JOHN L. RHOAD ETAL.	PROJ. NO. MISC. 88
DATE SURVEYED 6-2-88		SHEET OF SHEET
DRAWN BY HOLBERT	LOCATION SEE BELOW	GAS <input type="checkbox"/> ELECTRIC <input checked="" type="checkbox"/>
CHECKED		DATE 6-6-88
APPROVED	CORP. <input type="checkbox"/> TWP. <input checked="" type="checkbox"/> UNION	ACRES 91.74
APPROVED	COUNTY FAYETTE	SEC. T. R. M. S. 3619
		SCALE 1"=20'

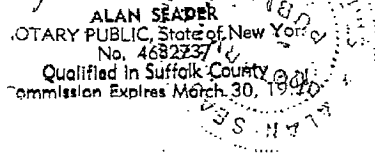


BOOK 164 PAGE 200

STATE OF NEW YORK, COUNTY OF SUFFOLK, SS:

Before me, a Notary Public in and for said County and State, personally appeared Maryann Rhoad Hoskinson (aka Mary Ann Rhoad) and F. Thomas Hoskinson (her husband) the Grantor(s) in the foregoing Instrument, and acknowledged the signing thereof to be their voluntary act and deed. In testimony thereof, I have hereunto set my hand and seal, this 18<sup>th</sup> day of Sept., 1988.

*Alan Seader*  
Notary Public

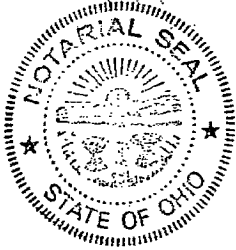


This Instrument Prepared By

Maryann Rhoad Hoskinson  
F. Thomas Hoskinson  
5303L/bja M556-EG Project No. Misc. 88  
0004.GL(c)  
Brooklyn

STATE OF OHIO, COUNTY OF FAYETTE, SS:

Before me, a Notary Public in and for said State, personally appeared Martha Carolyn Rhoad Cooper (unmarried), the Grantor in the foregoing Instrument, and acknowledged the signing thereof to be her voluntary act and deed. In testimony thereof, I have hereunto set my hand and seal, this 1st day of November, 1988.



*Susannah B. Lyons*  
SUSANNAH B. LYONS  
Notary Public, State of Ohio  
My Commission Expires December 2, 1991

TRANSFER NOT NECESSARY 12-22-1988

*Mary Ann Joseph*  
Mary Ann Joseph

Vol. 764 Page 197  
Record Deed  
Fee \$14.00

RECEIVED FOR RECORD  
88-2860  
'88 DEC 22 PM 1 16  
BARBARA A. ZOOSMA  
FAYETTE COUNTY RECORDER  
WASHINGTON, C.H., OHIO

Instrument  
20000005513

**ASSIGNMENT AND ASSUMPTION OF EASEMENT  
AND/OR RIGHT OF WAY**

This Assignment and Assumption Agreement (this "Assignment") is made as of October 31, 2000, between THE DAYTON POWER AND LIGHT COMPANY, an Ohio corporation ("Assignor"), whose address is P.O. Box 8825, Dayton, Ohio 45401, and INDIANA GAS COMPANY, INC., an Indiana and Ohio corporation, having an Indiana address of 1630 North Meridian Street, Indianapolis, Indiana 46202-1496 and an Ohio address of CT Corporation System, 1300 E. Ninth Street, Suite 1010, Cleveland, Ohio 44114, and VECTREN ENERGY DELIVERY OF OHIO, INC., an Ohio corporation (collectively, "Assignees"), having an address of CT Corporation System, 1300 E. Ninth Street, Suite 1010, Cleveland, Ohio 44114, under the following circumstances:

- A. Assignor is the grantee, owner and/or holder of the easement, right-of-way, license, franchise and/or right to cross described in the easement granted at Book 84, Page 181, from Jean C. Rhoad and Claude E. Rhoad (Wife and Husband), to Assignor which encumbers certain real property located in Fayette County, Ohio (the "Easement").
- B. As part of the conveyance of certain assets involving Assignor's gas business from Assignor to Assignees, Assignor desires to assign to Assignees all of Assignor's right, title and interest in, to and under the Easement and Assignees desire to assume and agree to perform all of Assignor's obligations under the Easement.

NOW, THEREFORE, for valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignees, and their successors and assigns, as tenants in common with the following respective percentage interests: forty-seven (47%) to Indiana Gas Company, Inc.; and fifty-three percent (53%) to Vectren Energy Delivery of Ohio, Inc., all of Assignor's right, title and interest in, to and under the Easement, together with all of Assignor's right, title and interest in and to all gas lines, valves, drips, regulators, and pits and all other devices, fixtures, equipment and improvements relating thereto, located within or used in connection with the Easement, and Assignees assume and agree to perform all of the obligations of Assignor under the Easement accruing from and after the effective date of this Assignment.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignees and their respective successors and assigns, and Assignees shall have the unrestricted right to assign or apportion to each other or to third parties all or any portion of the rights and interests assigned to Assignees hereunder.

To the extent the Easement is not assignable, Assignor hereby grants to Assignees a perpetual, royalty-free, license as to Assignor's interest therein with respect to the Gas Business.

20000005513  
Filed for Record in  
FAYETTE COUNTY, OHIO  
BARBARA A. ZODDISMA  
On 11-05-2000 At 02:49 pm.  
ASSGN R/W 20.00  
OR Book 76 Page 109 - 111  
20000005513  
CHICAGO TITLE INSURANCE CO WILL CALL FOR

Instrument Book Page  
20000005513 OR 76 109

WITNESS the execution hereof as of the effective date first written above.

Signed and Acknowledged  
in the Presence of:

*Deborah A. Hague*

Deborah A. Hague  
Printed Name

*Kyle Tice*

Kyle Tice  
Printed Name

*Deborah A. Hague*  
Deborah A. Hague

Deborah A. Hague  
Printed Name

*Lori J. Adler*

Lori J. Adler  
Printed Name

*Deborah A. Hague*

Deborah A. Hague  
Printed Name

*Lori J. Adler*

Lori J. Adler  
Printed Name

THE DAYTON POWER AND  
LIGHT COMPANY, an Ohio  
corporation

By: *Patricia K. Swanke*  
Print Name: Patricia K. Swanke  
Title: Vice President

INDIANA GAS COMPANY, INC., an  
Indiana and Ohio corporation

By: *Robert E. Heidom*  
Print Name: Robert E. Heidom  
Title: Deputy General Counsel

VECTREN ENERGY DELIVERY OF  
OHIO, INC., an Ohio corporation

By: *Robert E. Heidom*  
Print Name: Robert E. Heidom  
Title: Deputy General Counsel

Instrument Book Page  
200000005513 OR 76 110

STATE OF OHIO )  
 ) SS:  
COUNTY OF MONTGOMERY )

The foregoing instrument was acknowledged before me this 17th day of October 2000,  
by Patricia K. Swanke, Vice President, of The Dayton Power and Light Company, an Ohio  
corporation, on behalf of the corporation.

Jodi L. Tucker  
Notary Public



STATE OF INDIANA )  
 ) SS:  
COUNTY OF Vanderburgh )

JODI L. TUCKER, Notary Public  
in and for the State of Ohio  
My Commission Expires July 6, 2002

The foregoing instrument was acknowledged before me this 24th day of October 2000,  
by Robert E. Heidorn, Deputy General Counsel of Indiana Gas Company, Inc., an Indiana and  
Ohio corporation, on behalf of the corporation.

Lori J. Adler  
Notary Public

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Vanderburgh )

LORI J. ADLER  
MY COMMISSION EXPIRES JULY 23, 2008  
A NOTARY PUBLIC, STATE OF INDIANA  
RESIDING IN VANDERBURGH COUNTY

The foregoing instrument was acknowledged before me this 24th day of October 2000,  
by Robert E. Heidorn, Deputy General Counsel of Vectren Energy Delivery of Ohio, Inc., an  
Ohio corporation, on behalf of the corporation.

Lori J. Adler  
Notary Public

LORI J. ADLER  
MY COMMISSION EXPIRES JULY 23, 2008  
A NOTARY PUBLIC, STATE OF INDIANA  
RESIDING IN VANDERBURGH COUNTY

This Instrument Prepared by:  
Karen R. Adams, Esq.  
Chernesky, Heyman & Kress P.L.L.  
1100 Courthouse Plaza, S.W.  
P.O. Box 3808  
Dayton, Ohio 45401

TRANSFER NOT NECESSARY 11-3 pd

PENNY E. JOHNSON

FAYETTE COUNTY AUDITOR By: [Signature]



Instrument Book Page  
200000005513 02 76 111

Instrument  
20000005514

**ASSIGNMENT AND ASSUMPTION OF EASEMENT  
AND/OR RIGHT OF WAY**

This Assignment and Assumption Agreement (this "Assignment") is made as of October 31, 2000, between THE DAYTON POWER AND LIGHT COMPANY, an Ohio corporation ("Assignor"), whose address is P.O. Box 8825, Dayton, Ohio 45401, and INDIANA GAS COMPANY, INC., an Indiana and Ohio corporation, having an Indiana address of 1630 North Meridian Street, Indianapolis, Indiana 46202-1495 and an Ohio address of CT Corporation System, 1300 E. Ninth Street, Suite 1010, Cleveland, Ohio 44114, and VECTREN ENERGY DELIVERY OF OHIO, INC., an Ohio corporation (collectively, "Assignees"), having an address of CT Corporation System, 1300 E. Ninth Street, Suite 1010, Cleveland, Ohio 44114, under the following circumstances:

A. Assignor is the grantee, owner and/or holder of the easement, right-of-way, license, franchise and/or right to cross described in the easement granted at Book 84, Page 181, from Jean C. Rhoad, et con., to Assignor which encumbers certain real property located in Fayette County, Ohio (the "Easement").

B. As part of the conveyance of certain assets involving Assignor's gas business from Assignor to Assignees, Assignor desires to assign to Assignees all of Assignor's right, title and interest in, to and under the Easement and Assignees desire to assume and agree to perform all of Assignor's obligations under the Easement.

NOW, THEREFORE, for valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignees, and their successors and assigns, as tenants in common with the following respective percentage interests: forty-seven (47%) to Indiana Gas Company, Inc., and fifty-three percent (53%) to Vectren Energy Delivery of Ohio, Inc., all of Assignor's right, title and interest in, to and under the Easement, together with all of Assignor's right, title and interest in and to all gas lines, valves, drips, regulators, and pits and all other devices, fixtures, equipment and improvements relating thereto, located within or used in connection with the Easement, and Assignees assume and agree to perform all of the obligations of Assignor under the Easement accruing from and after the effective date of this Assignment.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignees and their respective successors and assigns, and Assignees shall have the unrestricted right to assign or apportion to each other or to third parties all or any portion of the rights and interests assigned to Assignees hereunder.

To the extent the Easement is not assignable, Assignor hereby grants to Assignees a perpetual, royalty-free, license as to Assignor's interest therein with respect to the Gas Business.

20000005514  
Filed For Record in  
FAYETTE COUNTY, OHIO  
BARBARA A. ZODDISWA  
On 11-06-2000 At 02:49 pm.  
RESON R/W 20.00  
OR Book 76 Page 112 - 114  
20000005514  
CHICAGO TITLE INSURANCE CO WILL CALL FOR

Instrument Book Page  
20000005514 OR 76 112

WITNESS the execution hereof as of the effective date first written above.

Signed and Acknowledged  
in the Presence of:

*Donny Linderson*  
Printed Name

*Kyle Tice*  
Printed Name

*Kyle Tice*  
Printed Name

*Lisa Cox*  
Printed Name

*Lisa Cox*  
Printed Name

*Amita Wicker*  
Printed Name

*Linda Wicker*  
Printed Name

*Lisa Cox*  
Printed Name

*Lisa Cox*  
Printed Name

*Linda Wicker*  
Printed Name

*Linda Wicker*  
Printed Name

THE DAYTON POWER AND  
LIGHT COMPANY, an Ohio  
corporation

By: *Patricia K. Swanke*  
Print Name: Patricia K. Swanke  
Title: Vice President

INDIANA GAS COMPANY, INC., an  
Indiana and Ohio corporation

By: *Robert E. Heidorn*  
Print Name: Robert E. Heidorn  
Title: Deputy General Counsel

VECTREN ENERGY DELIVERY OF  
OHIO, INC., an Ohio corporation

By: *Robert E. Heidorn*  
Print Name: Robert E. Heidorn  
Title: Deputy General Counsel

STATE OF OHIO )  
 ) SS:  
COUNTY OF MONTGOMERY )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of October 2000,  
by Patricia K. Swanke, Vice President, of The Dayton Power and Light Company, an Ohio  
corporation, on behalf of the corporation.

Thomas C. Ruppert  
Notary Public

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Vanderburgh )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October 2000,  
by Robert E. Heidorn, Deputy General Counsel of Indiana Gas Company, Inc., an Indiana and  
Ohio corporation, on behalf of the corporation.

Lois J. Adler  
Notary Public

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Vanderburgh )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October 2000,  
by Robert E. Heidorn, Deputy General Counsel of Vectren Energy Delivery of Ohio, Inc., an  
Ohio corporation, on behalf of the corporation.

Lois J. Adler  
Notary Public

This Instrument Prepared by:  
Karen R. Adams, Esq.  
Chernesky, Heyman & Kress P.L.L.  
1100 Courthouse Plaza, S.W.  
P.O. Box 3808  
Dayton, Ohio 45401

TRANSFER NOT NECESSARY 113  
PENNY L. JOHNSON  
FAVETTE COUNTY NOTARIAL 3/2/01

LOIS J. ADLER  
MY COMMISSION EXPIRES JULY 23, 2002  
A NOTARY PUBLIC, STATE OF INDIANA  
RESIDING IN VANOSSETT TOWNSHIP, SPARBURO COUNTY



Instrument Book Page  
200000005514 OR 76 114



37955

Jean Cavinee & Claude Elton Rhoad, Lessor \*

GAME REFUGE LEASE

AND \*

STATE OF OHIO, Lessee \*

\*\*\*\*\*

This agreement entered into this 5th day of June, 1951 by and between Jean Cavinee Rhoad and Claude Elton Rhoad of Union Township, Fayette County, Ohio, Lessor, and the Wildlife Council of the State of Ohio, Lessee.

WITNESSETH, that said Lessor in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, does hereby grant to the Lessee for a period of five years from the date of this agreement, and subject to renewal for an additional period of five years, on the same terms and conditions, the right and privilege to carry on certain game management practices subject to the conditions hereinafter set out, on the following described premises, to wit:

situate in the Township of Union, in the County of Fayette and State of Ohio:

TRACT ONE: Beginning at a stone in the center of the Washington and Leesburg pike corner to A. McCoy and in the line of McCoy; thence S. 64° E. 17.30 chains to a stone corner to said McCoy; thence S. 3/4° W. 19.92 chains to a stone in the line of said McCoy, and corner to Ed and Carrie Deer; thence S. 86° E. 7.33 chains to a stone corner to said Deer; thence N. 10 1/2° E. 27.53 chains to a stone corner to said Deer and the remainder of this tract; thence N. 71 1/2° W. 12.05 chains to a stone corner to said remainder; thence N. 9° E. 1.25 chains to a stone corner to said remainder; thence N. 78 1/2° W. 23.52 chains to a point in the center of said Leesburg pike and corner to said remainder (passing); a stone in the east line of said pike; thence S. 7 1/2° W. 14.42 chains to the beginning, containing seventy-six (76.57) and 57/100 acres of land and being a part of John Brown's Survey No. 3619. thence S. 4° W. 2.20 chains to a stone; thence S. 86° E. 8.16 chains to a stone corner to said Deer;

TRACT TWO: Beginning at a stone corner to John Tanquary and marked "A" on the plat of the division of lands of Amos Wright, deceased; thence with said Tanquary's line N. 86° W. 39 poles to a stone in the original line of Survey 693 in the name of Robert Randolph and in the Leesburg Pike and corner to said Tanquary thence with said pike and the original line S. 70° W. 54.81 poles to a stone in said pike in said original line; thence with said pike S. 27° 30' W. 19.28 poles to a stone in said pike; thence with said pike S. 54° W. 13.26 poles to a stone in the middle of Sugar Creek under the middle of the bridge on the Leesburg Pike; thence down said creek with the meanderings thereof S. 33° E. 5.48 poles, S. 1° E. 20 poles, S. 20° E. 9.36 poles, S. 61° 30' E. 19.32 poles, N. 88° 30' E. 11.60 poles, N. 76° E. 20.36 poles S. 31° E. 5.26 poles, S. 71° E. 11.36 poles to a stake in the middle of said creek in the line of Jasper Wright; thence with his line N. 70° E. 11.8 poles to poles to the beginning, containing 51 acres and 66 poles, 2 1/2 acres in Robert Randolph's Survey No. 693, and 4 1/2 acres and 28 poles in John Brown's Survey and being the same premises left to Alice Mathews by Will of Amos Wright, deceased.

TRACT THREE: Beginning at a point at the easterly end of the bridge over Sugar Creek on the Mark Road, and in the present line of Grantors and Grantee, A.C. McCoy; thence with the center of the Mark Road in an easterly direction to the intersection of the Jacob Hidy Line; thence in a westerly direction following the original line of the grantors back to the place of beginning.

TRACT THREE CONTINUED: and being all the land of the grantors lying North of the Mark Road, being one-half (1/2) acre more or less, out of the 59.23 acre tract conveyed by Thomas A. Braden and Anna P. Braden, his wife, to Nancy J. Hill by deed dated 7th day of October, 1936 recorded in Deed Book 62 page 378. Deed Records of Fayette County, Ohio. Also the following described Real estate, situate in the Township of Concord in the County of Fayette and State of Ohio:

TRACT FOUR: Beginning at a stone in the center of the Leesburg Pike corner to Joseph S. Mark; thence with the center of said pike N. 4° E. 76.24 poles to a stone in the line of said Mark, corner to Abner C. McCoy; thence S. 86° E. with the line of said McCoy 105 poles to a stone corner to said McCoy; thence with another line of said McCoy S. 9° W. 76.24 poles to a stone in the south bank of Sugar Creek, corner to said McCoy in the line of Conner; thence west with Conner's line 105 poles to the beginning, containing 50 acres part of Survey No. 626 in the name of \_\_\_\_\_.

TRACT FIVE: Beginning at a stone in the center of the Leesburg Pike in the line of Joe S. Mark, corner to the grantors 50 acre tract; thence with the North line of said tract S. 85° E. 105 poles to a stone; thence with the east line of said tract S. 9° W. 76.24 poles to a stone 1.75 poles north of center of County road, S.D. corner to said acre tract; thence S. 86° E. 53.66 poles to a stone on the South side of County road in the line of Jacob Hidy's heirs corner to John Conners estate; thence N. 10° E. 6.80 poles to a stone near an ash corner to said Hidy's heirs; thence S. 80 1/2° E. 12 poles to a point in the center of Sugar Creek corner to Ed L. Deer; thence with the center of said Creek and the line of said Deer N. 25 1/2° E. 20.66 poles N. 2° E. 56.85 poles N. 7 1/2° E. 16.65 poles N. 31° W. 6.72 poles N. 43 1/2° W. 16.84 poles N. 37 1/2° W. 14.21 poles W. 27 poles S. 79 3/4° W. 17 poles to a point in said creek corner A.C. McCoy; thence continuing up said creek with the line of said McCoy N. 71° W. 11.36 poles S. 76° W. 20.36 poles S. 88 1/2° W. 11.60 poles N. 61 1/2° W. 19.32 poles N. 20° W. 9.36 poles N. 11° W. 20 poles; thence 33° W. 5.48 poles to a point in the center of Iron Bridge over Sugar Creek on the Leesburg pike corner to said A.C. McCoy; thence with the center of said pike S. 51° W. 5.32 poles; thence S. 25° W. 3.52 poles; thence S. 15 1/2° W. 40.72 poles to a stone corner to J.E. Mark and Mrs. Noble; thence S. 15 1/2° W. 9 poles to a stone at a corner in said pike; thence S. 90° W. 37.72 poles to the beginning, containing 85.96 acres situated in Surveys 626, 693, 12205 and 12256, Concord Township, Fayette County, Ohio.

All of the above five tracts being the same premises conveyed to Mattie A. McCoy by certificate for transfer dated Oct. 15, 1941, recorded in Vol. 69 page 224, Deed Records Fayette County, Ohio.

Being a total of 266 acres.

It is further understood and agreed that upon the following portion of the above described

lands the taking of any wild bird or wild quadruped is prohibited to the public or Lessor:

On all of the above described lands.

Lessee is hereby given the right to carry on any program involving the establishment of an area for the purpose of game management, preservation, propagation and protection. To effect any or all of such purposes, Lessee has the right to enter on said premises at any time and may erect and maintain thereon such improvements as may be deemed proper by Lessee and approved by Lessor, all of which improvements are to remain the property of the Lessee and shall be removable from said premises at the pleasure of said Lessee or upon termination of said Lease. Lessee may also plant such seeds, wildlife food and cover trees and shrubs as may be deemed advisable and approved by lessor.

The Lessee will define and mark with its signs reading "State Game Refuge--Hunting is Unlawful" the boundaries of that part of the lands and waters herein leased, upon which the taking of any wild bird or wild quadruped is prohibited to public or Lessor. On any such area the Lessee shall have the right to remove wildlife for restocking or for any scientific purposes at any time during the term of this agreement and may use such measures as it may deem necessary to control predators thereon.

Lessee agrees that it will not cut any timber on said premises without written consent of Lessor; that it will not commit any waste thereon; that it will attempt to establish and maintain only such practices as are now regularly conducted on the area of Lessor; and that it will deliver up and surrender to Lessor the premises herein described at the expiration of the period or renewal thereof in as good condition as they shall be at the date of this agreement, natural wear and decay and destruction or damage by the elements, fire or electricity or by act of God or unavoidable casualty, excepted.

Lessee agrees to assume the financial responsibility of providing signs, wildlife food and cover trees and shrubs, and any other materials it may find necessary to the success of its program. Lessor agrees to abide by such rules and regulations for the restoration and conservation of wildlife as may be determined by Lessee and to assist in every way possible in the program of Lessee without assuming any financial or legal obligations.

This lease may be cancelled at any time by mutual agreement and the Lessor may petition for cancellation of this lease if the sale or financing of his lands is contingent upon such cancellation.

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof, on the day and year first above written.

Signed and acknowledged in the presence of:

Irvin J. Patrick  
Witness

Jean Cavinee Rhoad

C.E. Webb  
Witness

Claude Elton Rhoad, Lessor

State of Ohio, Wildlife Council  
Acting by and through  
Charles A. Dambach, Chief

Dean Colvin  
Witness

Edna Barry  
Witness

STATE OF OHIO, )  
FRANKLIN COUNTY, ) SS.

Before me, a Notary Public in and for said county, personally appeared the above named Jean Cavinee Rhoad & Claude Elton Rhoad, Lessor, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Washington C.H., Ohio, this 26th day of June, 1951.

P. S. Ludwick, J.P.  
Notary Public

(SEAL)

STATE OF OHIO, FRANKLIN COUNTY, SS:

Before me, a Notary public in and for said county, personally appeared the above named Charles A. Dambach Chief, acting in his official capacity as Secretary of the Wildlife Council of the State of Ohio, Lessee, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Columbus, this 17th day of July, 1951.

J. V. Northcraft, Notary Public,  
State of Ohio  
My Com. Expires 12/7/53.

(SEAL)

Above lease approved as to form

C. William O'Neill, Attorney General

Received for Record July 26, 1951  
at 11:20 A.M.

Recorded Aug. 20, 1951.

Fee \$1.50

\*\*\*\*\*

DV 8912

STATE OF OHIO, Fayette COUNTY, SS.

On this sixth day of April A. D. 1955, before me, a Notary Public in and for said County, personally came Donald A. Rhodes and Mary L. Rhodes the grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

WITNESS my official signature and seal on the day last above mentioned.

(SEAL)

Rollo M. Marchant  
Rollo M. Marchant  
Notary Public, State of Ohio  
My commission expires 9/5/56

Transfer - Not Necessary April 6, 1955  
Received April 6, 1955 at 10:13 o'clock A.M.  
Recorded April 6, 1955

Fee \$ 1.50  
No revenue required

\*\*\*\*\*

4831 \*  
Claude Elton Rhoad et al. \*  
\* U.S.R. No. 62, Section 8.67 Fayette County

AGREEMENT FOR CHANNEL CHANGE

TO

ARTICLES OF AGREEMENT

The Department of Highways

These articles of agreement entered into this 4th day of February, 1955, by Claude Elton Rhoad and Jean Cavinee Rhoad and the Department of Highways, State of Ohio, Witnesseth:

That Claude Elton Rhoad and Jean Cavinee Rhoad (husband and wife), for and in consideration of the sum of Eighty-Seven and 50/100 Dollars (\$87.50) to them paid by the State of Ohio, do hereby grant permission to said State of Ohio to use the hereinafter described portion of their premises for the purpose of excavating and completing a channel change for... at Bridge No. FA-62-91 in connection with the above proposed improvement; the Grantors further agree... to permit the State of Ohio to perform such maintenance and repair operations on said channel change as may be necessary to protect the highway, and further, the Grantors... for the consideration hereinbefore named, release... the State of Ohio from and waive... all damages of every kind and nature whatsoever arising from or in any manner growing out of the aforesaid channel change or said maintenance and repair operations necessary to protect said highway. The said channel change is to be made on the following described premises: Situated in the State of Ohio, County of Fayette, Concord Township and more fully described as follows: Virginia Military Survey No. 626

Parcel No. 78X

Being a parcel of land lying on the right side of the centerline of a survey made by the Department of Highways, and recorded in Book B, Page 24, of the records of Fayette County and being located within the following described points in the boundary thereof;

Beginning in the proposed westerly right of way line at a point 55 feet right of station 482 plus 50 in the centerline of a survey made in 1952 by the Ohio Department of Highways of U.S. Route 62, Section 8.67 in Fayette County, also known as the Hillsboro-Washington C. H. Road, thence northerly along said proposed right of way line to a point 55 feet right of station 484 plus 00; thence southeasterly to a point 200 feet right of station 482 plus 50; thence westerly to the place of beginning.

It is understood that the strip of land above described contains 0.250 of an acre, more or less, exclusive of the present road which occupies 0.00 acres, more or less.

IN WITNESS WHEREOF, said Claude Elton Rhoad and Jean Cavinee Rhoad have hereunto set their hands the 4th day of February in the year of our Lord one thousand nine hundred and fifty-five (1955).

Signed and sealed in the presence of:

Mildred Rogers

Claude Elton Rhoad  
Jean Cavinee Rhoad  
~~Claude Elton Rhoad~~

J. Terence Ferguson

STATE OF OHIO, COUNTY OF Fayette, ss

Before me, a Notary Public, in and for said County and State, personally appeared the above named Claude Elton Rhoad and Jean Cavinee Rhoad who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Washington Court House, Ohio, this 4th day of February A. D. 1955.

(SEAL)

Mildred Rogers  
Mildred Rogers  
Notary Public, Fayette County, Ohio  
My commission expires Feb. 5, 1956

Received April 6, 1955 at  
11:31 o'clock A.M.

Recorded April 6, 1955

Fee \$ 2.00

\*\*\*\*\*

Easement for Highway Purposes

DV89/3

449 Form 1-331c

4932 \* U.S.R. 62 County Fayette  
 Claude Elton Rhoad \* Section 8.67  
 and \* Parcel Nos. 78E and 78F  
 Jean Cavinee Rhoad \*  
 Route 2 \* EASEMENT FOR HIGHWAY PURPOSES  
 Washington C.H. Ohio \*  
 \* KNOW ALL MEN BY THESE PRESENTS:

Sheet 2 of 4 Sheets

TO THE  
 State of Ohio  
 \* That Claude Elton Rhoad and Jean Cavinee Rhoad (husband and wife), the Grantors  
 \* for and in consideration of the sum of Fourteen Hundred Eighty-Seven and 70/100  
 \* Dollars (\$1,487.70) and for other good and valuable considerations to them paid by  
 \* the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do  
 \* hereby grant, bargain, sell, convey and release to the said Grantee, its success-  
 \* ors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon  
 \* and over the lands hereinafter described, situated in Fayette County, Ohio, Concord and Union Townships, Virg-  
 \* inia Military Survey Nos. 626 and 693 and bounded and described as follows:

PARCEL No. 78E

Being a parcel of land lying on the right and left sides of the centerline of a survey, made by the Department of Highways, and recorded in Book B, Page 24, of the records of Fayette County and being located within the following described points in the boundary thereof;

Beginning in the grantors southerly property line at a point 17.93 feet right of station 474 plus 41.89 in the centerline of a survey made in 1952 by the Ohio Department of Highways of U.S. Route 62, Section 8.67 in Fayette County, also known as the Hillsboro-Washington C.H. Road, said point being in the existing easterly right of way line of said highway, thence northerly along said right of way line to a point 7.11 feet right of station 474 plus 80.48; thence northerly with a curve to the right having a radius of 1880.08 feet to a point 21.17 feet left of station 475 plus 94.87; thence southeasterly along said existing right of way line to a point 1.61 feet left of station 475 plus 98.87; thence continuing northeasterly along said easterly right of way line with a curve to the right having a radius of 1860.08 feet to a point 19.96 feet left of station 476 plus 97.16; thence northeasterly to a point 94.0 feet left of station 481 plus 60; thence continuing northeasterly along said right of way line with a curve to the right having a radius of 523.67 feet to a point 61.68 feet left of station 484 plus 40.08; thence northeasterly to a point 43.93 feet left of station 484 plus 83.57; thence northwesterly along said right of way line to a point 62.45 feet left of station 484 plus 91.13; thence northeasterly to a point 2.02 feet right of station 486 plus 49.82; thence northeasterly with a curve to the left having a radius of 667.27 feet to a point 42 feet right of station 488 plus 03.5; thence southwesterly to a point 55 feet right of station 485 plus 00; thence southwesterly to a point 55 feet right of station 478 plus 89.95; thence continuing southwesterly along said line to the grantors southerly property line at a point 76.57 feet right of station 474 plus 59.62; thence westerly to the place of beginning.

It is understood that the strip of land above described contains 3.102 acres, more or less, exclusive of the present road which occupies 0.00 acres.

Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Department of Highways, Columbus, Ohio,

Sheet 3 of 4 sheets

KNOW ALL MEN BY THESE PRESENTS:

That Claude Elton Rhoad and Jean Cavinee Rhoad (husband and wife), the Grantors, for and in consideration of the sum of Two Hundred Thirty-One and 50/100 Dollars (\$231.50) and for other good and valuable considerations to them paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Fayette County, Ohio, Union Township, Virginia Military Survey No. 3619 and bounded and described as follows:

PARCEL NO. 78F

Being a parcel of land lying on the right side of the centerline of a survey, made by the Department of Highways and recorded in Book B, Page 24, of the records of Fayette County and being located within the following described points in the boundary thereof:

in  
 Beginning/the existing easterly right of way line at a point 29.78 feet right of station 492 plus 00 in the centerline of a survey made in 1952 by the Ohio Department of Highways of U.S. Route 62, Section 8.67 in Fayette County, also known as the Hillsboro-Washington C.H. Road; thence northeasterly along said right of way line to a point 30 feet right of station 498 plus 00; thence southerly to the point 40 feet right of station 496 plus 00; thence southwesterly to a point 39.85 feet right of station 493 plus 00; thence southwesterly to the place of beginning.

It is understood that the strip of land above described contains 0.103 of an acre, more or less, exclusive of the present road which occupies 0.00 acres.

Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Department of Highways, Columbus, Ohio .

Easement for Highway Purposes

R/W Form 7 Acknowledgment

Sheet 4 of 4 sheets

TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns forever.

And the said Grantor... for themselves and their heirs, executors and administrators, hereby covenant with the said Grantee, its successors and assigns that they are the true and lawful owner... lawfully seized of the same in fee simple, and have good right and full power to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that they will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid Claude Elton Rhoad and Jean Cavinee Rhoad (husband and wife)

hereby relinquish to said Grantee, its successors and assigns all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF Claude Elton Rhoad and Jean Cavinee Rhoad

have hereunto set their hands the 4th day of February in the year of our Lord one thousand nine hundred and fifty-five (1955) Claude Elton Rhoad

Signed and sealed in the presence of:

Jean Cavinee Rhoad

Mildred Rogers

J. Terence Ferguson

STATE OF OHIO, FAYETTE COUNTY, ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named Claude Elton Rhoad and Jean Cavinee Rhoad who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

Ohio

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal, at Washington Court House/this 4th day of February, A. D. 19 55.

(SEAL)

Mildred Rogers

Mildred Rogers
Notary Public, Fayette County, Ohio
My commission expires Feb. 5, 1956

STATE OF OHIO, FAYETTE COUNTY, ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named who acknowledged that he did sign the foregoing instrument and that the same is free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal, at this day of A. D. 19

Transfer Not Necessary April 6, 1955
Received April 6, 1955 at 11:32 o'clock A.M.
Recorded April 6, 1955

Fee \$ 4.50

## OIL AND GAS LEASE

THIS AGREEMENT, made this 29th day of March, 1980, between Claude Elton Rhoad and Jean C. Rhoad, husband and wife 3131 U. S. Route 62 SW, Washington Court House, Ohio 43160

Page Petroleum Inc. 901 Bank of Southwest Bldg., Amarillo, TX 79109, hereinafter called lessor (whether one or more) and lessee, does witness:

1. Lessor, in consideration of the sum of One and No/100 Dollars (\$1.00), the receipt of which is hereby confessed, hereby grants, leases and lets unto lessee, with the exclusive right to explore and operate for and produce oil and gas, lay pipe lines, build tanks, power stations, telephone lines and other structures thereon to produce, save, process, store and transport all of such substances, the following described tract of land situated in the Township of Union County of Fayette State of Ohio and containing .139 acres, more or less, and being the same land conveyed to lessor by deed from John L. Rhoad dated Dec. 27, 1976, and recorded in Book 139, page 378, in the recorder's office in said county, together with all additional land owned or claimed by lessor which adjoins the land above described, whether situated in the same or other township, bounded substantially as follows:

On the North by John Rhoad

On the East by John Loudner

On the South by John Loudner and Sugar Creek

On the West by U. S. Rt. No. 62

\* and by deed from Ruth I. Krupp, et vir, dated Nov. 4, 1972, recorded in Book 127, page 557, DR of said county.

Lessee will not enter on the above land for geophysical exploration without written permission of lessors. Lessee agrees to pay a reasonable sum for damages caused by its operations hereunder including any damage to the tile drainage system.

2. This lease shall remain in force for a primary term of ten years and as long thereafter as oil or gas, or either of them is produced.

3. The royalties to be paid by lessee are: (a) on oil, one-eighth (1/8) of that produced and saved from said land, same to be delivered at the wells or to the credit of lessor, in the pipe line to which the wells may be connected; (b) on gas of whatsoever nature or kind produced and sold or used off the premises, the market value at the mouth of the well of one-eighth (1/8) of the gas so sold or used. Notwithstanding anything herein to the contrary, this lease shall continue in full force for so long as there is a well or wells on leased premises capable of producing oil or gas, but in the event all such wells are shut in, then on or before the end of each year during which the well or wells are shut in, lessee shall pay lessor a royalty of One Dollar (\$1.00) per year per acre. The royalties herein provided shall not be payable on any gas stored or withdrawn pursuant to Paragraph 12 hereof.

4. If no well be commenced on said land within 12 months of the date of this Lease, this Lease shall terminate as to both parties, unless the Lessee or his assigns on or before that date shall pay or tender to the Lessor or to the Lessor's credit at the Huntington National Bank at Washington Court House, Ohio 43160, or its successors or assigns, the sum of One Hundred Thirty-nine and no/100 - - - Dollars (\$ 139.00 ) which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. The payment herein referred to may be made in currency, draft or Lessee's check, at the option of the Lessee. Tender thereof may be made either to Lessor in person or by mailing the same to Lessor at his last known address, or to the said depository bank on or before the date on which said rental is due hereunder. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for periods of the same number of months successively during the term of this Lease, except that the completion of a well upon said lands unproductive of oil or gas in paying quantities shall be considered as the equivalent of and regarded as the tender of delay rentals for a period of one year thereafter. This Lease shall not terminate for failure to pay rental for any period until and unless the Lessor gives the Lessee or his assigns 10 days' written notice of the failure to pay said rental and said rental is not paid within said ten days.

5. Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties unless lessee on or before the expiration of said twelve months shall resume the payment of rentals, in the same amount and in the same manner as hereinbefore provided, it being agreed that upon the resumption of payment of rentals as above provided, that the terms hereof governing payment of rentals and the effect thereof, shall continue in force as though there has been no interruption in the rental payments. If the lessee shall commence to drill a well within the term of this lease, lessee shall have the right to drill such well to completion with due diligence and if oil and gas, or either of them, is found, this lease shall continue and be in force with like effect as if such well had been completed within the primary term hereof. Should production from the above described land, or from acreage pooled therewith, cease from any cause after the expiration of the primary term this lease shall not terminate provided lessee succeeds in bringing back such production within six (6) months from such cessation, or within such six (6) month period commences drilling another well on the above described land or on land pooled therewith, and prosecutes the drilling thereof with due diligence to completion, and if such production is restored through any such operations this lease shall continue with the like effect as if there had been no cessation thereof.

6. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

7. Lessee shall have the right to use free of cost, gas, oil, and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, lessee shall bury pipe lines below normal plow depth in cultivated areas and shall pay for damage caused by its operations to growing crops on said land. The injection of water, brine or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water and lessee agrees to protect adequately lessor's fresh water supply from injury as a result of any of its operations. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

8. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change or division in ownership however accomplished shall operate to enlarge the obligations or diminish the rights of lessee. No change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof. In the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of its proportionate part of the delay rental, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which said lessee or any assignee hereof shall make due payment of said rentals.

9. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

10. All express or implied covenants of this lease shall be subject to all Federal and State laws, Executive Orders, rules or regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such law, order, rule or regulation.

11. Lessee is hereby granted the right at any time and from time to time to utilize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillates. However, no unit for the production primarily of oil shall embrace more than 80 acres, or for the production primarily of gas with or without distillates more than 640 acres; provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any rentals or shut-in gas royalties, only that part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, lessee shall pay lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated in paragraph 3 as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis, bears to the total acreage in the unit.

12. Lessee shall have the exclusive right to employ any depleted oil or gas stratum underlying leased premises for the storage of gas and may for this purpose utilize any and all abandoned wells, or may drill new wells for the purpose of introducing and storing gas in such stratum and recovering the same therefrom. It is understood that any such well or wells need not be located on the leased premises and it is agreed that lessee shall be the sole judge as to whether gas is being stored within the leased premises and its determination shall be final and conclusive. In consideration of the storage rights herein granted, and in lieu of all delay rental or royalty herein provided, lessee shall pay lessor an annual rental of One Dollar (\$1.00) per acre in advance commencing with the date lessee notifies lessor that it elects to use any depleted stratum for storage purposes and for as long thereafter as any such stratum is so utilized or such annual rental is paid, which payments shall operate to perpetuate this lease for the period of storage, the same as though oil or gas were being produced.

- 13. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release thereof of record in the proper county. After a partial surrender, the rental specified above shall be proportionately reduced on an acreage basis.
- 14. This lease and all its terms, conditions and stipulations shall extend to and be binding on all heirs, successors and assigns of said lessor or lessee.
- 15. Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws of the state wherein leased premises are situated insofar as the same in any way may effect the purpose for which this lease is made.

IN WITNESS WHEREOF, we sign the day and year first above written.

Signed and acknowledged in the presence of:  
*George E. Bender*  
*Virginia Sailer*

- Harold Cox*  
Harold Cox SS No. 276-34-5730
- Margaret Cox*  
Margaret Cox
- .....
- .....
- .....
- .....

Witnesses

This instrument prepared by Hugh Story, P. O. Box 1792, Midland, TX 79702

80-100 March 24, 1983 for recorded assignment of lease, all same Vol. 16, Page 520. For M. Armbrust, Recorder (M. M.)

STATE OF OHIO INDIVIDUAL ACKNOWLEDGMENT  
 COUNTY OF COVINGTON } ss.  
 The undersigned, a Notary Public of and for said County and State, does hereby certify that on this 8th day of April, 1980, personally appeared before me in said County and State Harold Cox and Margaret Cox, husband and wife known to me (or satisfactorily proven to me) to be the person s whose name s is/are subscribed to the within and foregoing instrument bearing date the 3rd day of April, 1980, and acknowledged said instrument and the execution thereof to be their free and voluntary act and deed for the uses and purposes therein mentioned and set forth, and desired the same to be recorded as such.  
 WITNESS the hand and official seal of the undersigned this the day and year first, in this certificate, above written.  
 My Commission expires May 5, 1981 *George E. Bender* Notary Public

STATE OF \_\_\_\_\_ INDIVIDUAL ACKNOWLEDGMENT  
 COUNTY OF \_\_\_\_\_ } ss.  
 The undersigned, a Notary Public of and for said County and State, does hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me in said County and State \_\_\_\_\_ known to me (or satisfactorily proven to me) to be the person \_\_\_\_\_ whose name \_\_\_\_\_ is/are subscribed to the within and foregoing instrument bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and acknowledged said instrument and the execution thereof to be \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned and set forth, and desired the same to be recorded as such.  
 WITNESS the hand and official seal of the undersigned this the day and year first, in this certificate, above written.  
 My Commission expires \_\_\_\_\_ Notary Public

STATE OF \_\_\_\_\_ CORPORATION ACKNOWLEDGMENT  
 COUNTY OF \_\_\_\_\_ } ss.  
 The undersigned, a Notary Public of and for said County and State, does hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ who is \_\_\_\_\_ President of \_\_\_\_\_, the corporation named in the within and foregoing instrument bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and acknowledged that he is such officer of said corporation; that the name of said corporation was subscribed to said instrument by himself as such officer on behalf of said corporation; that the seal affixed thereto is the seal of said corporation; that the name of said corporation was so subscribed and the seal affixed to said instrument by the direction and authority of said corporation; and that the said instrument of writing was executed by said corporation and by himself as the aforesaid officer of said corporation as its and his voluntary act and deed for the uses and purposes therein mentioned.  
 IN WITNESS WHEREOF, the undersigned has hereunto set his hand and official seal this the day and date first, in this certificate, above written.  
 My Commission expires \_\_\_\_\_ Notary Public

No. ....  
**OIL and GAS LEASE**  
 FROM  
 RECEIVED FOR RECORD  
**MAY 1 10 16 AM '80**  
 Block \_\_\_\_\_ Addition \_\_\_\_\_ County \_\_\_\_\_  
 Range \_\_\_\_\_ Township \_\_\_\_\_  
 Amount was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
 o'clock \_\_\_\_\_ M., and duly recorded \_\_\_\_\_ page \_\_\_\_\_ of the \_\_\_\_\_ office.  
 Fee \$ 5.00  
 County Clerk - Registrar of Deeds  
 Deputy  
 WHEN RECORDED RETURN TO  
*Patricia J. Jones*  
*County of Adams, Pa.*  
*1000 State St. P.O. Box 19809*

July 10, 1985 For recorded assignment of lease see Lease Vol 16 Pg 1024. Lorie M. Armbrust, Recorder (BDF)





wherein leased premises are situated insofar as the same in anyway may affect the purpose for which this lease is made.

IN WITNESS WHEREOF, we sign the day and year first above written.

Signed and acknowledged in the presence of:

*Mary Ann Rhoad*  
*Martha Rhoad Cooper*  
*John A. Rhoad*  
*Robert E. Harper*  
*Donna M. Bloomer*  
*Cynthia A. Smith*

- John A. Rhoad*  
John A. Rhoad SS No. 319-46-7061
- Martha Rhoad Cooper*  
Martha Rhoad Cooper
- Mary Ann Rhoad Hoskinson*  
Mary Ann Rhoad Hoskinson
- 
- 
- 

Witnesses

This instrument prepared by Hugh Story, P. O. Box 1792, Midland, TX 79702

STATE OF OHIO  
COUNTY OF FAVETTE

INDIVIDUAL ACKNOWLEDGMENT

The undersigned, a Notary Public of and for said County and State, does hereby certify that on this 21<sup>st</sup> day of March, 19 80, personally appeared before me in said County and State

John A. Rhoad  
known to me (or satisfactorily proven to me) to be the person whose name is/are subscribed to the within and foregoing instrument bearing date the 20<sup>th</sup> day of March, 19 80, and acknowledged said instrument and the execution thereof to be his free and voluntary act and deed for the uses and purposes therein mentioned and set forth, and desired the same to be recorded as such.

WITNESS the hand and official seal of the undersigned this day and year first, in this certificate, above written.  
My Commission expires Donna M. Bloomer  
STATE OF OHIO Notary Public

STATE OF OHIO  
COUNTY OF FAVETTE

INDIVIDUAL ACKNOWLEDGMENT

The undersigned, a Notary Public of and for said County and State, does hereby certify that on this 15<sup>th</sup> day of March, 19 80, personally appeared before me in said County and State

Martha Rhoad Cooper  
known to me (or satisfactorily proven to me) to be the person whose name is/are subscribed to the within and foregoing instrument bearing date the 20<sup>th</sup> day of March, 19 80, and acknowledged said instrument and the execution thereof to be her free and voluntary act and deed for the uses and purposes therein mentioned and set forth, and desired the same to be recorded as such.

WITNESS the hand and official seal of the undersigned this day and year first, in this certificate, above written.  
My Commission expires Robert E. Harper  
Notary Public, State of Ohio

STATE OF MICHIGAN  
COUNTY OF CARLAD

INDIVIDUAL ACKNOWLEDGMENT

The undersigned, a Notary Public of and for said County and State, does hereby certify that on this 3<sup>rd</sup> day of March, 19 80, personally appeared before me in said County and State

Mary Ann Rhoad Hoskinson  
known to me (or satisfactorily proven to me) to be the person whose name is/are subscribed to the within and foregoing instrument bearing date the 20<sup>th</sup> day of March, 19 80, and acknowledged said instrument and the execution thereof to be her free and voluntary act and deed for the uses and purposes therein mentioned and set forth, and desired the same to be recorded as such.

WITNESS the hand and official seal of the undersigned this day and year first, in this certificate, above written.  
My Commission expires Donna M. Bloomer  
Notary Public

March 24, 1983, For recorded assignment of lease, see lease Vol. 16, Page 520. Lorie M. Armbrust, Recorder (M-77) 14.c

80-743 No.

OIL and GAS LEASE

FROM

RECEIVED FOR RECORD

MAY 8 10 54 AM '80

FAVETTE COUNTY RECORDER  
Date March 21, 1980  
Section 15 Township 15S Range 6E  
Lot 15 Block 15 Addition 15  
No. of Acres 15 Term 15

STATE OF OHIO  
COUNTY OF FAVETTE  
This instrument was filed for record on the 21<sup>st</sup> day of March, 19 80, at 10:54 o'clock AM, and duly recorded in Book 15 page 651 of the records of this office.

Lorie M. Armbrust  
County Clerk - Registrar of Deeds  
Deputy

WHEN RECORDED RETURN TO  
Lorie M. Armbrust  
901 Records of the State of Ohio  
Columbus, Ohio 43260

July 10, 1985 - For recorded assignment of lease, see lease Vol 16 Pg 1024. Lorie M. Armbrust, Recorder (BDT)

March 24, 1983. For recorded assignment of lease, see lease Vol. 16, Page 500. Louis M. Armbrust, Recorder (M.D.).

- 13. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release thereof of record in the proper county. After a partial surrender, the rental specified above shall be proportionately reduced on an acreage basis.
- 14. This lease and all its terms, conditions and stipulations shall extend to and be binding on all heirs, successors and assigns of said lessor or lessee.
- 15. Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws of the state wherein leased premises are situated insofar as the same in any way may affect the purpose for which this lease is made.

IN WITNESS WHEREOF, we sign the day and year first above written.

Signed and acknowledged in the presence of:

Mary J. Thornton  
 Richard K. Brylaw  
 Mary J. Thornton  
 Richard K. Brylaw

1. Claude Elton Rhoad  
 Claude Elton Rhoad  
 2. Jean C. Rhoad  
 Jean C. Rhoad SS No. 292-42-4545  
 3.  
 4.  
 5.  
 6.

Witnesses

This instrument prepared by Hugh Story, P. O. Box 1792, Midland, TX 79702

STATE OF OHIO  
 COUNTY OF CUYAHOGA

INDIVIDUAL ACKNOWLEDGMENT

The undersigned, Notary Public of and for said County and State, does hereby certify that on this 2nd day of April, 1980, personally appeared before me in said County and State Claude Elton Rhoad and Jean C. Rhoad, husband and wife known to me for satisfactorily proven to me) to be the person(s) whose name(s) is/are subscribed to the within and foregoing instrument bearing date the 2nd day of April, 1980, and acknowledged said instrument and the execution thereof to be their free and voluntary act and deed for the uses and purposes therein mentioned and set forth, and desired the same to be recorded as such.

WITNESS the hand and official seal of the undersigned this the day and year first, in this certificate, above written.  
 My Commission expires \_\_\_\_\_  
 Notary Public

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

INDIVIDUAL ACKNOWLEDGMENT

The undersigned, a Notary Public of and for said County and State, does hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me in said County and State \_\_\_\_\_

known to me (or satisfactorily proven to me) to be the person \_\_\_\_\_ whose name \_\_\_\_\_ is/are subscribed to the within and foregoing instrument bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and acknowledged said instrument and the execution thereof to be \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned and set forth, and desired the same to be recorded as such.

WITNESS the hand and official seal of the undersigned this the day and year first, in this certificate, above written.  
 My Commission expires \_\_\_\_\_  
 Notary Public

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

CORPORATION ACKNOWLEDGMENT

The undersigned, a Notary Public of and for said County and State, does hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ who is \_\_\_\_\_ President of \_\_\_\_\_, the corporation

named in the within and foregoing instrument bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and acknowledged that he is such officer of said corporation; that the name of said corporation was subscribed to said instrument by himself as such officer on behalf of said corporation; that the seal affixed thereto is the seal of said corporation; that the name of said corporation was so subscribed and the seal affixed to said instrument by the direction and authority of said corporation; and that the said instrument of writing was executed by said corporation and by himself as the aforesaid officer of said corporation as its and his voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and official seal this the day and date first, in this certificate, above written.  
 My Commission expires \_\_\_\_\_  
 Notary Public

80-703

No. \_\_\_\_\_

OIL and GAS LEASE

FROM \_\_\_\_\_

RECEIVED FOR RECORD

MAY 1 10 17 AM '80

APPROPRIATE COUNTY RECORDS

SECTION \_\_\_\_\_

Block \_\_\_\_\_ Addition \_\_\_\_\_

County \_\_\_\_\_

Term \_\_\_\_\_

DATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Book \_\_\_\_\_ page \_\_\_\_\_ of the records of this office.

744 P 509

County Clerk - Registrar of Deeds

Deputy

WHEN RECORDED RETURN TO

Page Peterson, Inc.

901 Bond of the Hill Bldg.

Ann Arbor, Michigan 48109

July 10, 1985 For recorded assignment of lease see Lease Vol. 16 PG 1024. Lorie M. Armbrust, Recorder (B.D.T.)

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, PAGE PETROLEUM INC., a Delaware corporation, P. O. Box 17526 T.A., Denver, Colorado 80217, hereinafter referred to as "Assignor", for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer and assign and set over unto the following parties, hereinafter collectively referred to as "Assignees",

Charles A. Wynne  
1616 Glenarm, Suite 1550  
Denver, Colorado 80202

S. Duff Kerr  
1616 Glenarm, Suite 1550  
Denver, Colorado 80202

Hugh Story  
P. O. Box 1792  
Midland, Texas 79702

T. J. Helbig  
P. O. Box 6414  
Tyler, Texas 75711

an overriding royalty, free and clear of all cost and expense of development and operations, except taxes applicable to said interest from the production therefrom, in the amount of four percent of eight-eighths (4% of 8/8ths) of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands described in Exhibit "A" attached hereto and by their reference made a part hereof, said lease acreage situated in Fayette County, Ohio.

The overriding royalty interest herein assigned will increase to seven and one-half percent (7½%) upon recovery of all costs in the project by Page or its assigns. Recovery of all expenditures including, but not limited to, lease acquisitions, geophysical costs, and drilling shall constitute payout.

TO HAVE AND TO HOLD the interest transferred and assigned unto Assignee, their heirs, devisees, personal representatives, successors, and assigns, forever subject only to the following terms and provisions:

1. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of said leases.
2. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas, and other hydrocarbon substances used for operating, development or production purposes upon said lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands.
3. This Assignment of Overriding Royalty is made without warranty of title, either express or implied.
4. If Assignor's interest in said leasehold estates is less than the entire interest, then the above overriding royalty interest shall be reduced proportionately.
5. Assignor reserves the right, without consent of Assignee, to pool, unitize, or otherwise combine all or any portion of said lease and other lands and the overriding royalty interest herein conveyed with any other leases covering other lands in the vicinity thereof. In the event Assignor shall enter into any such pooling, unitization, or other arrangement, Assignee's overriding royalty interest share shall be ascertained, computed, and paid on the amount of production (or proceeds of sale thereof) allocated to said lands in accordance with such arrangement.

6. This Assignment of Overriding Royalty is made subject to that certain letter agreement dated December 6, 1979, between Charles A. Wynne and Page Petroleum Inc.

This instrument shall inure in the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

EXECUTED THIS 8<sup>th</sup> day of September, 1982.

PAGE PETROLEUM INC.

ATTEST:  
1979  
P. L. SHULTZ  
Assistant Secretary

By: Orin C. Crane  
Orin C. Crane  
Executive Vice President

STATE OF COLORADO )

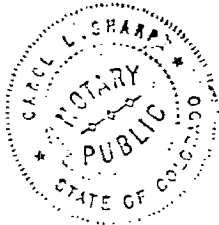
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of September, 1982, by Orin C. Crane, Executive Vice President of PAGE PETROLEUM INC., a Delaware corporation, on behalf of the Corporation.

My commission expires:

My Commission Expires March 23, 1984

Carol L. Sharp  
Notary Public  
P. O. Box 17526 T.A.  
Denver, Colorado 80217



82-1555

RECEIVED FOR RECORD

'82 OCT 14 AM 10 56

LORIE M. ADAMS  
FAYETTE COUNTY RECORDER  
WASHINGTON, K. OHIO

Vol. 16 Page 354  
Record Deane  
Fee \$22.50

of Title See O.R. ... Page ...  
Cathy Templin, Recorder

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That, Page Petroleum Inc., a Delaware corporation, 1801 Broadway, Suite 1700, P.O. Box 17526 T.A., Denver, Colorado 80217, "ASSIGNOR", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, sell and convey unto Stocker & Sitler Oil Co., 575 Industrial Parkway, Heath, Ohio 43055, "ASSIGNEE", an undivided fifty percent (50%) of the Assignor's right, title and interest in and to the oil and gas leases, lands, and interest therein, as set out in Exhibit "A" attached hereto and made a part hereof as if fully rewritten herein, said lands being located in Fayette and Clinton Counties, Ohio, together with the rights incident thereto, the personal property thereon, appurtenant thereto, or used or obtained in connection with said oil and gas leases.

This Assignment is subject to a proportionate part of the landowners' royalty of 12.5% and a proportionate part of the existing overriding royalty in favor of Charles A. Wynne, S. Duff Kerr, Hugh Story and T.J. Helbig.

This Assignment is made pursuant and subject to the term and conditions of a certain Farmout Agreement and related Exhibits thereto between the parties dated November 9, 1982, the terms of which Farmout Agreement are incorporated herein by reference.

The Assignor covenants with the Assignee, its successors and assigns, that the Assignor is the lawful owner of and has good title to the interests herein assigned in and to the leases described in Exhibit "A" and all accompanying rights, free and clear from any liens, encumbrances or adverse claims created by Assignor and has good right and authority to transfer and convey the same, that the leases are valid and subsisting leases on the lands described therein, and that all rentals and royalties due thereunder have been paid, and all conditions necessary to keep such leases in full force and effect have been duly performed.

IN WITNESS WHEREOF, The Assignor has executed this Assignment this 28th day of January, 1983.

WITNESSES: ATTEST:

PAGE PETROLEUM INC.

Richard L. Seltzer  
Assistant Secretary

By Harvey L. Baker  
Harvey L. Baker  
Vice President

Victoria L. Parks  
(Witness)

State of Colorado,  
County of Denver, ss:

The foregoing instrument was acknowledged before me this 28th day of January, 1983, by Harvey L. Baker, Vice President of Page Petroleum Inc., a Colorado corporation, on behalf of said corporation.

My Commission expires: Vol 16 Page 560  
July 7, 1984 Record 244.50  
Fee 244.50

Juli L. Witt  
Notary Public

This instrument prepared by:  
Stocker & Sitler  
575 Industrial Pkwy., Heath, Ohio 43055  
JKB/slh

\*83 MAR 24 PM 3 50  
\*83 MAR 24 PM 3 50

LORIE M. ARHERUST  
FAYETTE COUNTY RECORDER  
FAYETTE COUNTY RECORDER  
FAYETTE COUNTY RECORDER

7/28/83  
2011 Affidavit of Assignment of Oil & Gas Lease  
of Title See O.R. 184, Page 726  
Cathy Templin, Recorder (both)



## LEASES

EXHIBIT "A"  
LEASE SCHEDULE

C No.	Lessor	Lessee	Expiration Date	Description	Recorded		Acres		3	2
					Book	Page	Gross	Net		
57-101	John Kelly Dixon, et ux	TRI-K Enterprises, Inc.	4/25/89	Fayette County Lands located in Union Township as more particularly described in lease.	15	536	263.0	263.0	12.5	4.0
57-102	Emerson Marting, et ux	Same as above	4/27/89	Lands located in Marion Township as more particularly described in lease.	15	532	250.0	250.0	12.5	4.0
57-103	Emerson Marting, et ux	Same as above	4/27/89	Lands located in Union and Paint Townships as more particularly described in lease.	15	534	1,013.0	1,013.0	12.5	4.0
57-104	Dwight J. Duff, et ux	Same as above	5/2/89	Lands located in Union and Marion Townships as more particularly described in lease.	15	529	869.0	869.0	12.5	4.0
57-105	Roger Rapp, et ux	Same as above	5/30/89	Lands located in Marion Township as more particularly described in lease.	15	540	357.0	357.0	12.5	4.0
57-106	Glenn Armintrout, et ux	Same as above	5/31/89	Lands located in Union Township as more particularly described in lease.	15	544	460.0	460.0	12.5	4.0
57-107	Rodney D. Miller, et ux	Same as above	5/30/89	Lands located in Marion Township as more particularly described in lease.	15	538	482.0	482.0	12.5	4.0
57-108	Omar B. Rapp, et ux	Same as above	6/1/89	Lands located in Marion Township as more particularly described in lease.	15	542	474.0	474.0	12.5	4.0
7-109	Leo Dunlap, et ux	Same as above	6/3/89	Lands located in Union Township as more particularly described in lease.	15	557	458.0	458.0	12.5	4.0

85-1222  
ASSIGNMENT  
OF  
OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That Stocker & Sittler Oil Co., 575 Industrial Parkway, Heath, Ohio 43056, an Ohio corporation, hereinafter called "ASSIGNOR", for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby assign, transfer, sell and convey unto Page Petroleum Inc., 1801 Broadway, Suite 1700, P.O. Box 17526 T.A., Denver, Colorado 80217, hereinafter called "ASSIGNEE", an undivided fifty percent (50%) of the right, title and interest in and to the oil and gas leases, as set forth in Exhibit "A" attached hereto and made a part hereof.

This Assignment is subject to a proportionate part of the landowners' royalty of 12.5% and a proportionate part of the existing overriding royalty in favor of Charles A. Wynne, S. Duff Kerr, Hugh Story and T.J. Helbig.

This Assignment is a reassignment of certain leases assigned to the ASSIGNOR by instrument dated January 28, 1983 as recorded in Volume 15, Page 342 of the Clinton County, Ohio Lease Records, and Volume 16, Page 560 of the Fayette County, Ohio Lease Records. Said assignment was made pursuant and subject to the terms and conditions of a certain Farmout Agreement and related Exhibits thereto between the parties dated November 9, 1982.

This Assignment is made without warranty of title either expressed or implied.

TO HAVE AND TO HOLD unto the ASSIGNEE, his heirs, successors, personal representatives, administrators, executors and assigns forever.

This Assignment is executed this 21<sup>st</sup> day of June, 1985.

WITNESSES:

STOCKER & SITLER OIL CO.

E. Craig Smith

By Jay Sittler

Shandra Hanna

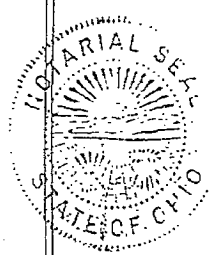
By Carl L. Sittler  
Vice Pres. - Sec.

*Dec 13, 2011, Affidavit in Aid of Title See O.R. 24, Page 226  
Cathy Templin, Recorder (Lett)*

State of Ohio,  
County of Licking, ss:

Before me, a Notary Public, in and for said county and state  
personally appeared the above named STOCKER & SITLER OIL CO., by  
Craig Sitler its President and  
Jack F. Holmes its Vice President - Sec. who  
acknowledged that they did sign the foregoing instrument and that the  
same is the free act and deed of each of them personally and as such  
officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal  
this 21<sup>st</sup> day of June, 1985.



E. Craig Smith  
Notary Public  
E. CRAIG SMITH  
Notary Public, State of Ohio  
My commission expires 1-22-87

85-1222  
RECEIVED FOR RECORD

85 JUL 10 PM 1 18

LURIE M. AMBRUST  
FAYETTE COUNTY RECORDER  
WASHINGTON C. H., OHIO

Mail:  
This instrument prepared by:  
Stocker & Sitler  
575 Industrial Parkway  
Heath, Ohio 43056  
ECS/slh

Vol. 116 Page 1024  
Record Lease  
Fee 98.00



EXHIBIT "A"

LEASE SCHEDULE

No.	of	County of	FAVETTE	Lessor	Lessee	Expiration Date	Description	Recorded Book Page	Gross Acres	Net Acres	±	±
1	of	10										
57-101				John Kelly Dixon, et ux	TRI-K Enterprises, Inc.	4/25/89	Wayle County Lands located in Union Township as more particularly described in lease.	15 536	263.0	263.0	12.5	4.0
57-102				Emerson Marting, et ux		4/27/89	Lands located in Marion Township as more particularly described in lease.	15 532	250.0	250.0	12.5	4.0
57-103				Emerson Marting, et ux		4/27/89	Lands located in Union and Paint Townships as more particularly described in lease.	15 534	1,013.0	1,013.0	12.5	4.0
57-104				Dwight J. Duff, et ux		5/2/89	Lands located in Union and Marion Townships as more particularly described in lease.	15 529	869.0	869.0	12.5	4.0
57-105				Roger Rapp, et ux		5/30/89	Lands located in Marion Township as more particularly described in lease.	15 540	357.0	357.0	12.5	4.0
57-106				Glenn Armitvont, et ux		5/31/89	Lands located in Union Township as more particularly described in lease.	15 544	460.0	460.0	12.5	4.0
7-107				Rodney D. Miller, et ux		5/30/89	Lands located in Marion Township as more particularly described in lease.	15 538	482.0	482.0	12.5	4.0
7-108				Omar H. Rapp, et ux		6/1/89	Lands located in Marion Township as more particularly described in lease.	15 542	474.0	474.0	12.5	4.0
7-109				Leo Dunlap, et ux		6/3/89	Lands located in Union Township as more particularly described in lease.	15 557	458.0	458.0	12.5	4.0

EXHIBIT "A"

LEASE SCHEDULE

Page 2 of 10  
 State of OHIO, County of FAYETTE

Lease No.	Lessor	Lessee	Expiration Date	Description	Recorded Book Page	Gross Acres	Net Acres	LOR	GRR
Oil-57-110	Rodney D. Miller, et ux	TRI-K Enterprises Inc.	7/8/89	Lands located in Wayne and Union Townships as more particularly described in lease.	15 546	1,804.0	1,804.0	12.5	4.0
Oil-57-111	H. W. Streitenberger, et ux	Same as above	7/8/89	Lands located in Union and Paint Townships as more particularly described in lease.	15 550	204.0	204.0	12.5	4.0
Oil-57-112	Vida K. Streitenberger	Same as above	7/8/89	Lands located in Union Township as more particularly described in lease.	15 548	98.0	98.0	12.5	4.0
Oil-57-114	Robert I. Case, et ux	Same as above	12/5/89	Lands located in Concord and Solars Townships as more particularly described in lease.	15 593	494.0	494.0	12.5	4.0
Oil-57-115	William E. Case, et ux	Same as above	12/5/89	Lands located in Concord Township as more particularly described in lease.	15 595	186.0	186.0	12.5	4.0
Oil-57-116	Allen H. Myers, et ux	Same as above	12/5/89	Lands located in Concord Township as more particularly described in lease.	15 598	734.0	734.0	12.5	4.0
Oil-57-118	John Albert Peterson, et ux	Page Petroleum Inc.	6/16/90	Lands in Jasper and Union Townships as more particularly described in lease.	15 717	100.0	100.0	12.5	4.0
Oil-57-119	Lillian Waunita Winkle, et al	Same as above	6/19/90	Lands in Concord Township as more particularly described in lease.	15 719	229.0	229.0	12.5	4.0
Oil-57-120	Paul E. Stuckey, et ux	Same as above	6/17/90	Lands in Green Township as more particularly described in lease.	15 703	294.0	294.0	12.5	4.0
Oil-57-121	Paul E. Stuckey, et ux	Same as above	6/17/90	Lands in Concord Township as more particularly described in lease.	15 695	111.0	111.0	12.5	4.0
Oil-57-123	Jane Mark Williams	Same as above	4/4/90	Lands in Concord and Union Townships as more particularly described in lease.	15 697	154.0	154.0	12.5	4.0

EXHIBIT "A"  
 LEASE SCHEDULE

No.	Lessee	Page	Leasee	Expiration	Date	Description	Recorded	Gross	Acres	Net	LOH	OHH
							Book Page				%	%
7-124	Frank B. Sollars, et ux	Page	Petroleum Inc.	2/26/90		Lands in Concord Township as more particularly described in lease.	15 699	367.0	367.0	367.0	12.5	4.0
7-125	Frank B. Sollars, et al	Same as above		2/26/90		Lands in Concord Township as more particularly described in lease.	15 701	120.0	120.0	120.0	12.5	4.0
7-129	John W. Richards, et ux	Same as above		3/26/90		Lands in Concord Township as more particularly described in lease.	15 676	164.0	164.0	164.0	12.5	4.0
7-131	W. Harold Moats, et ux	Same as above		4/3/90		Lands in Concord Township as more particularly described in lease.	15 663	50.0	50.0	50.0	12.5	4.0
7-132	Donald C. Ribber	Same as above		3/20/90		Lands in Concord Township as more particularly described in lease.	15 661	139.0	139.0	139.0	12.5	4.0
7-133	Luella Morris Noble, et vir	Same as above		5/10/90		Lands in Green Township as more particularly described in lease.	15 715	252.0	252.0	252.0	12.5	4.0
7-134	Luella Morris Noble, et vir	Same as above		5/10/90		Lands in Concord Township as more particularly described in lease.	15 721	226.0	226.0	226.0	12.5	4.0
7-136	Virginia C. Otis	Same as above		5/10/90		Lands in Union Township as more particularly described in lease.	15 659	249.9	249.9	249.9	12.5	4.0
7-137	W. M. Campbell Trust	Same as above		4/28/90		Lands in Union Township as more particularly described in lease.	15 672	712.0	712.0	712.0	12.5	4.0
7-138	Russell Laumann, et al	Same as above		4/4/90		Lands in Concord Township as more particularly described in lease.	15 674	200.0	200.0	200.0	12.5	4.0
7-139	J. H. Persinger, et ux	Same as above		4/29/90		Lands in Concord and Jasper Township as more particularly described in lease.	15 665	788.0	788.0	788.0	12.5	4.0
7-140	James H. Hick, et ux	Same as above		4/17/90		Lands in Concord and Union Township as more particularly described in lease.	15 657	97.0	97.0	97.0	12.5	4.0

EXHIBIT "A"

LEASE SCHEDULE

Page 4 of 10  
 State of OHIO, County of FAVERGUE

Lease No.	Lessor	Lessee	Expiration Date	Description	Recorded Book	Recorded Page	Gross Acres	Net Acres	1011	1012	
Oil-57-141	Donald Pemberton, et ux	Petrochem Inc.	2/28/90	Lands in Concord and Green Townships as more particularly described in lease.	15	653	103.0	103.0	12.5	4.0	
	<i>Oil-57-141, 201 Affidavit in Aid of New Production of Title See O.R. 187, Page 126                  Cathy Templin, Recorder (JAF)</i>										
Oil-57-142	Martha Lou Garland, et ux	Same as above	2/26/90	Lands in Concord and Union Townships as more particularly described in lease.	15	655	125.0	125.0	12.5	4.0	
	<i>Individually and as Executrix of the Estate of Robert Garland, deceased.</i>										
Oil-57-143	John L. Rhoad, et al	Same as above	3/20/90	Lands in Concord and Union Townships as more particularly described in lease.	15	651	387.0	387.0	12.5	4.0	
Oil-57-144	Harold Cox, et ux	Same as above	4/3/90	Lands in Concord Township as more particularly described in lease.	15	640	195.0	195.0	12.5	4.0	
Oil-57-145	Claude Elton Rhoad, et ux	Same as above	3/29/90	Lands in Union Township as more particularly described in lease.	15	642	139.0	139.0	12.5	4.0	
Oil-57-146	Robert J. Pero, et ux	Same as above	2/26/90	Lands in Concord Township as more particularly described in lease.	15	638	163.0	163.0	12.5	4.0	
Oil-57-147	Jerry L. Moorman	Same as above	2/26/90	Lands in Concord Township as more particularly described in lease.	15	636	144.0	144.0	12.5	4.0	
Oil-57-148	Norman Wayne Merrill, et ux	Same as above	2/28/90	Lands in Concord, Union and Perry Townships as more particularly described in lease.	15	613	690.0	690.0	12.5	4.0	
Oil-57-149	Emerson Marling, Jr., et ux	Same as above	3/17/90	Lands in Concord and Jasper Townships as more particularly described in lease.	15	618	191.0	191.0	12.5	4.0	
Oil-57-150	Marvin W. Waddle, et ux	Same as above	2/14/90	Lands in Concord Township as more particularly described in lease.	15	616	301.0	301.0	12.5	4.0	

1029

EXHIBIT "A"

LEASE SCHEDULE

Page 5 of 10  
 State of OHIO, County of FAYETTE

Lease No.	Lessor	Lessee	Expiration Date	Description	Recorded Book Page	Gross Acres	Net Acres	10R	5.0R
-57-151	Ronald R. Rockhold, et ux	Page Petroleum Inc.	2/14/90	Lands in Concord Township as more particularly described in lease.	15 607	196.0	196.0	12.5	4.0
-57-159	Paul C. Glaze, et ux	Same as above	9/22/91	Lands in Marion Township as more particularly described in lease.	16 123	152.89	152.89	12.5	4.0
-57-171	Delbert H. Hines, et ux	Same as above	6/29/87	Lands located in Jasper Township as more particularly described in lease.	16 366	187.56	187.56	12.5	5.0
-57-172	Lester J. Jordan, et ux	Same as above	6/30/87	Lands located in Union Township as more particularly described in lease.	16 368	53.62	53.62	12.5	5.0
-57-173	Joe V. Jordan, et ux	Same as above	7/1/87	Lands located in Marion Township as more particularly described in lease.	16 370	406.0	406.0	12.5	5.0
-57-174	Harry E. Wolfe, et ux	Same as above	7/2/87	Lands located in Marion Township as more particularly described in lease.	16 372	158.5	158.5	12.5	5.0
-57-175	Alvin E. Writsel, et ux	Same as above	6/22/87	Lands located in Marion Township as more particularly described in lease.	16 374	142.06	142.06	12.5	5.0
-57-178	Richard Olan Bentley, et ux	Same as above	7/9/87	Lands located in Union Township as more particularly described in lease.	16 380	84.23	84.23	12.5	5.0

16 1030

EXHIBIT "A"

LEASE SCHEDULE

Page of	State of	County of	Lease No.	Lessor	Lessee	Expiration	Description	Recorded Book	Recorded Page	Gross Acres	Net Acres	100' OR 12.5'	5.0'
6	OHIO	FAYETTE	OH-57-179	David Dwight Duff	Page Petroleum Inc.	7/15/87	Lands located in Marion Township as more particularly described in lease.	16	382	84.10	84.10	12.5	5.0
OH-57-180	George Armintrot	Same as above	7/15/87	Lands located in Union Township as more particularly described in lease.	16	384	72.0	7.20	12.5	5.0			
OH-57-181	Lawrence K. Sholler	Same as above	7/21/87	Lands located in Union Township as more particularly described in lease.	16	386	88.63	88.63	12.5	5.0			
OH-57-182	Madelaine V. Wolfe, et al	Same as above	8/3/87	Lands located in Marion Township as more particularly described in lease.	16	388	606.23	606.23	12.5	5.0			
OH-57-183	Byers N. Shaw, Trustee	Same as above	7/27/87	Lands located in Marion Township as more particularly described in lease.	16	390	123.62	123.62	12.5	5.0			
OH-57-184	Janice J. Vance, et vir	Same as above	7/15/87	Lands located in Union Township as more particularly described in lease.	16	392	19.01	19.01	12.5	5.0			
OH-57-185	David H. Carr, et ux	Same as above	9/8/87	Lands located in Union Township as more particularly described in lease.	16	394	97.25	97.25	12.5	5.0			
OH-57-186	M. Dale Teeters, et ux	Same as above	9/13/85	Lands located in Marion and Union Townships as more particularly described in lease.	16	396	69.44	69.44	12.5	5.0			

EXHIBIT "A"  
LEASE SCHEDULE

No.	Lessor	Lessee	Expiration Date	Description	Recorded Book Page	Gross Acres	Net Acres	% IOR	% ORR
7-113	Charles E. Mills, et ux	Tri-K Enterprises Inc.	7/9/89	Fayette and Clinton Counties Lands in Richland and Concord Townships as more particularly described in lease.	15 552	1,102.0	1,102.0	12.5	4.0
7-117	John Albert Peterson, et ux	Same as above	12/5/89	Lands located in Jasper and Richland Townships as more particularly described in lease.	15 591	523.0	523.0	12.5	4.0
7-122	Michael L. Lanman, et ux	Page Petroleum Inc.	3/20/90	Lands in Concord and Wayne Townships as more particularly described in lease.	15 693	404.0	404.0	12.5	4.0
7-130	Russell Owen Lanman, et ux	Same as above	4/4/90	Lands in Concord, Green and Wayne Townships as more particularly described in lease.	15 600	541.0	541.0	12.5	4.0
7-135	Luella Morris Noble, et vir	Same as above	5/10/90	Lands in Concord and Wayne Townships as more particularly described in lease.	15 713	171.0	171.0	12.5	4.0
7-156	James E. Waddle, et al	Same as above	2/14/90	Lands in Concord, Richland and Jasper Townships as more particularly described in lease.	15 621	580.0	580.0	12.5	4.0
7-160	James R. Pierson, et ux	Same as above	9/24/86	Lands in Wilson and Jasper Townships as more particularly described in lease.	16 126	326.81	326.81	12.5	4.0

EXHIBIT "A"

LEASE SCHEDULE

Page 8 of 10  
 State of OHIO, County of CLINTON

Lease No.	Lessor	Lessee	Expiration Date	Description	Recorded Book Page	Gross	Acres	Net	LOK	ORR
OH-57-126	Lee Garvey, et ux	Page Petroleum Inc.	3/29/90	Clinton County Lands in Richland Township as more particularly described in lease.	14 491	352.0	352.0	12.5	4.0	
OH-57-127	Harvin Kenney, et ux	Same as above	4/29/90	Lands in Richland Township as more particularly described in lease.	14 481	95.0	95.0	12.5	4.0	
OH-57-138	Evelyn S. Arnold	Same as above	4/4/90	Lands in Richland Township as more particularly described in lease.	14 479	179.0	179.0	12.5	4.0	
OH-57-152	James F. Ellis, et ux	Same as above	2/16/90	Lands in Richland Township as more particularly described in lease.	14 443	126.0	126.0	12.5	4.0	
OH-57-153	Truman Dewitt Arnold, Jr., et ux	Same as above	2/16/90	Lands in Richland Township as more particularly described in lease.	14 441	53.0	53.0	12.5	4.0	
OH-57-154	John W. Watson, et ux	Same as above	2/16/90	Lands in Richland Township as more particularly described in lease.	14 447	349.0	349.0	12.5	4.0	
OH-57-155	John W. Watson, et ux	Same as above	2/16/90	Lands in Richland Township as more particularly described in lease.	14 445	106.0	106.0	12.5	4.0	
OH-57-158	Joseph B. Laycock, et ux	Same as above	9/22/86	Lands in Wilson Township as more particularly described in lease.	15 37	772.38	772.38	12.5	4.0	
OH-57-161	Fred Devoe, et ux	Same as above	10/20/86	Lands in Wilson Township as more particularly described in lease.	15 28	286.02	286.02	12.5	4.0	
OH-57-163	Paul E. Larrick et ux	Same as above	10/23/86	Lands in Wilson Township as more particularly described in lease.	15 34	86.0	86.0	12.5	4.0	
OH-57-170	Ralph L. Dawson	Same as above	6/24/92	Lands located in Wilson Township as more particularly described in lease.	15 213	70.61	70.61	12.5	5.0	



of Ohio, County of CLINTON

EXHIBIT "A"

LEASE SCHEDULE

No.	Lessor	Lessee	Expiration Date	Description	Recorded Book	Page	Gross Acres	Net Acres	1 <sup>st</sup> LOR	2 <sup>nd</sup> LOR
7-164	Kenneth Garber, et ux	Petge Petroleum Inc.	10/20/86	Lands in Wilson Township as more particularly described in lease.	15	31	107.31	107.31	12.5	4.0
7-165	Susanne P. Kenney, et al	Same as above	11/12/86	Lands in Wilson Township as more particularly described in lease.	15	69	271.03	271.03	12.5	4.0

EXHIBIT "A"

LEASE SCHEDULE

Page of 10 of 10	State of Ohio, County of FAYETTE & PICKAWAY	LESSOR	LESSEE	Expiration Date	Description	Recorded Book Page	Gross Acres	Net Acres	FOR OIL
Oil - 57-157	Beloyt Glen Cottrell, et ux	Page Petroleum Inc.	9/22/91	Fayette and Pickaway Counties Lands in Marion and Perry Townships as more particularly described in lease.	16 154	293.98	293.98	12.5	4.0
Oil - 57-187	Eugene Clifton, et ux	Page Petroleum Inc.	10/01/87	CLINTON COUNTY Lands located in Wilson Township as more particularly described in lease.	15 217	89.41	89.41	12.5	5.0
Oil - 57-188	Beam Farms, Ltd.	Page Petroleum Inc.	09/02/87	Lands located in Wilson Township as more particularly described in lease.	15 243	420.17	420.17	12.5	5.0
Oil - 57-189	Hanava Farms, Inc.	Page Petroleum Inc.	10/ /84	Lands located in Marion Township as more particularly described in lease.	16 527	522.64	522.64	12.5	5.0

85-1222  
 JUL 10 PM 1 18  
 FAYETTE COUNTY RECORDER  
 WASHINGTON, OH, OHIO

16 1035

201100003331  
Filed for Record in  
FAYETTE COUNTY, OHIO  
CATHY TEMPLIN, RECORDER  
12-13-2011 At 12:26 pm.  
AFDT LEASE 40.00  
DR Book 184 Page 726 - 726

201100003331  
BOX: WASHINGTON TITLE AGENCY

### Affidavit of Non-Production as to Oil and Gas Leases

State of OHIO )  
County of Fayette ) SS:

Zella K. Hall, who acquired title as Zella K. Pemberton, and Jody C. Burr, (the "Affiants"), the current owners of 101.8248 acres on Miami Trace Road, Washington C.H., OH 43160, state as follows:

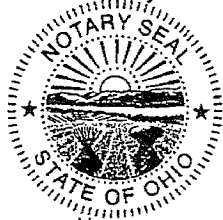
- 1) Affiants each hold an undivided one-half interest in the 101.8248 acres situated in the Townships of Green and Concord, County of Fayette and the State of Ohio;
- 2) The subject property was subject to an oil and gas lease from then owners, Donald Pemberton and Helen C. Pemberton, husband and wife, as Lessors with Page Petroleum Inc., as Lessee, recorded May 8, 1980 in Lease Book 15, Page 653, Fayette County Recorder's Office; Page Petroleum assigned an undivided one-half interest in said lease to Stocker & Sittler Oil Co. recorded March 24, 1983 in Lease Volume 16 Page 560, Fayette County Recorder's Office; Stocker & Sittler Oil Co. then assigned the undivided one-half interest back to Page Petroleum Inc. on July 10, 1985, recorded in Lease Volume 16, Page 1024, Fayette County Recorder's Office. This lease remained in force for a primary term of ten years and as long thereafter as oil and gas, or either of them was being produced.
- 3) The Affiants state that to the best of Affiants' knowledge, no oil and/or gas well exists on this property; further, Affiants state that no oil and/or gas well drilled pursuant to this lease has ever existed on this Fayette County property.

Date: December 9<sup>th</sup>, 2011

Zella K. Hall  
Zella K. Hall

Jody C. Burr  
Jody C. Burr

The foregoing Affidavit of Non-Production as to Oil and Gas Leases was signed and acknowledged before me by Zella K. Hall and Jody C. Burr on December 9<sup>th</sup>, 2011.



Jammy J. Kingery  
Jammy J. Kingery  
My commission expires: 9-10-2013  
Notary Public, State of Ohio  
Recorded in Fayette Co., OH

This instrument prepared by:  
D. Brent Marshall, Esq., 108 N. Hinde Street, Washington C.H., OH 43160

— N/A

PV 84 (18)

RIGHT OF WAY

38255  
Jean C. Rhoad and  
Claude E. Rhoad  
  
TO  
  
The Ohio Fuel Gas Co.  
\*\*\*\*\*

For and in Consideration of One Dollar to them in hand paid, receipt of which is hereby acknowledged, and the further consideration of fifty cents (.50) per lineal rod, to be paid when such grant shall be used or occupied  
  
Jean C. Rhoad and Claude E. Rhoad (wife & Husband) (hereinafter called the Grantors) does hereby grant to THE OHIO FUEL GAS COMPANY (hereinafter called the Company), its successors and assigns, the right to lay a pipe line over and through the premises hereinafter described, and to maintain, operate without restriction or limitation, repair, replace and remove same, together with valves and other necessary appurtenances on lands in Lot \_\_\_\_\_, Section \_\_\_\_\_, Union and Concord Township, Fayette County, Ohio, situated in Gr. Twp. No. \_\_\_\_\_, Township NO. \_\_\_\_\_, Range No. \_\_\_\_\_, and bounded as follows:

On the North by lands of Beryl Caviness  
On the East by lands of Andrew Loudner & Sugar Creek  
On the South by lands of Sugar Creek & Mark Rd.  
On the West by lands of U.S. Rt. #62  
and containing 264.67 acres, more or less, with the right of ingress and egress to and from the same.  
The Grantors may use and enjoy the said premises, subject to the rights of ingress and egress to and from the same.

The Grantors may use and enjoy the said premises, subject to the rights herein granted to the Company. All pipe, except where risers with attached valves may become necessary, shall be buried so as not to interfere with the cultivation of the land.

The Company shall pay any damages which may arise to crops and fences from the laying, maintaining, operating, repairing, replacing and final removing of said pipe line. Said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantors, their heirs or assigns, one by the Company, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive. The Company, its successors or assigns, may at any time lay, maintain, operate, repair, replace and remove other lines of pipe elsewhere on said premises, upon the payment of a like consideration for each line, and subject to the same conditions as above; the laying of any one line of pipe shall not fix or limit the right of way herein granted. The Company may replace or change the size of its pipes, without interruption to service, by paying the damages, if any, to crops and fences which may arise in making such change.

While gas is conveyed through said premises, Grantors, their heirs and assigns, shall have the right to purchase gas for domestic use in three dwellings on said premises, subject to the Company's rules and regulations at the rate provided in the current established rate schedule filed with the Public Utilities Commission of Ohio applicable in the territory where gas is to be delivered. If no established rate schedule is applicable in said territory, then the rate prevailing in the nearest community served by the Company shall apply. Grantor shall pay for all gas so delivered within ten (10) days after the bill for the monthly reading period has been issued. Whenever the Company, its successors or assigns, shall desire to remove or abandon a pipe line constructed under authority of this right of way, the Grantor right to purchase gas therefrom shall cease and terminate.

Payment of all money due Grantors hereunder may be made to Claude E. Rhoad by check made payable to his order and mailed to him at Rt #2, Washington C.W., Ohio.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands this 2nd day of August, 1951.

Signed and acknowledged in the presence of :

Carl R. Tysinger  
Frank A. Theobald

Jean C. Rhoad  
Claude E. Rhoad

STATE OF OHIO )  
COUNTY OF FAYETTE ) SS.

Personally appeared before me, a Notary Public in and for said County, Jean C. Rhoad and Claude E. Rhoad who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 8th day of August, 1951.

(SEAL)

Frank A. Theobald  
Notary Public Fayette Co., Ohio  
My Com. Expires 4-24-52.

Received for Record Sept. 12, 1951  
at 4:16 P.M.

Recorded Oct. 1, 1951.

Fee \$2.00

\*\*\*\*\*  
November 6, 2000. For recorded Assignment of easement from Dayton Power & Light Company to Indiana Gas Company, Inc. and Vectren Energy Delivery of Ohio, Inc., see Official Records Vol. 76 Page 109 & Page 112. Barbara A. Zoodsma, Recorder. (JC)

V84 P181

40026

Claude Elton and Jean Cavinee Rhoad, husband and wife,  
TO  
William E. Williams and Jane Williams,

KNOW ALL MEN BY THESE PRESENTS:

THAT Claude Elton Rhoad and Jean Cavinee Rhoad, husband and wife, in consideration of One Dollar and other good and valuable consideration, to them paid by William E. Williams and Jane Williams whose address is Washington C. H., Ohio, the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY to the said William E. Williams and Jane Williams their heirs and assigns forever,

the following described REAL ESTATE, Situate in the Township of Concord, County of Fayette and State of Ohio, bounded and described as follows:-

BEGINNING AT AN IRON PIPE IN THE EAST LINE OF THE RIGHT OF WAY OF U. S. ROUTE #62, AND BEING 450 FEET NORTH OF A STATE OF OHIO RIGHT OF WAY MARKER ON U. S. ROUTE #62 AND THE MARK COUNTY, ROAD, AND BEING AT THE NORTHEAST CORNER OF THE JUNCTION OF SAID HIGHWAYS, THENCE 90° EAST 368 FEET TO AN IRON ROD, A NEW CORNER TO THE GRANTORS HEREIN; THENCE IN A NEW LINE WITH GRANTORS N. 4° E. 125 FEET TO A STAKE, ANOTHER CORNER TO GRANTORS; THENCE IN A NEW LINE WITH GRANTORS 90° WEST 368 FEET TO AN IRON ROD IN THE EAST LINE OF THE RIGHT OF WAY OF U. S. ROUTE #62, A NEW CORNER TO GRANTORS; THENCE WITH SAID EAST LINE OF THE RIGHT OF WAY OF U. S. ROUTE #62, SOUTH 4° W. 125 FEET TO THE PLACE OF BEGINNING, CONTAINING 1.05 ACRES, and being part of Surveys #626. Together with an easement to lay a gas service line over adjoining lands owned by grantors for the benefit of the premises herein conveyed.

SUBJECT, HOWEVER, to a certain lease in favor of the State of Ohio, Wildlife Council, for game refuge, which lease is duly recorded in Lease Record, Vol. 7, page 38, Fayette County, Ohio, Recorder's Office, to which reference is hereby made.

Said above described tract of 1.05 Acres being a part of the premises conveyed to grantors herein by Mattie A. McCoy by deed dated January 3, 1951, and recorded in Fayette County Deed Records, Vol. 83, pages 151-152, Fayette County Recorder's Office.

RESERVING HOWEVER, to said Grantors herein the right and privilege of laying a pipe line for natural gas across the lot herein conveyed to other lands of the grantor adjoining the premises conveyed.

In accepting this conveyance and as a part of the consideration therefor, the Grantees for themselves and their heirs and assigns covenants with the grantors, that said grantees, their heirs and assigns will not:-

1. Sell or allow to be sold on said lot any liquor, whether spirited, vinous or fermented, or use said lot for any business purpose whatsoever, other than that of a private single dwelling for one family.
2. No dwelling shall be erected on said lot which shall cost less than \$10,000.00 and said dwelling shall have a minimum of 1500 square feet on one floor, and no outside toilets shall be erected or used in connection with said dwelling.
3. Said dwelling shall not be erected nearer than 100 feet to the east line of the right of way of U. S. Route #62, on which said lots fronts, nor nearer than 15 feet to either of the side lines of said lot.
4. The Grantees, their heirs and assigns shall erect and maintain at their expense a stock proof fence around said lot.

The Grantors further Covenants with said Grantees that all sales of lots in said allotment similarly located, shall be made subject to like restrictions as to the use of same.

and all the ESTATE, TITLE AND INTEREST of the said GRANTORS either in Law or Equity, of, in and to the said premises;

TOGETHER WITH ALL the privileges and appurtenances to the same belonging, and all the rents, issues and profits thereof;

TO HAVE AND TO HOLD the same to the only proper use of the said William E. Williams and Jane Williams their heirs and assigns forever.

AND THE SAID Claude Elton Rhoad and Jean Cavinee Rhoad for themselves and their heirs, executors and administrators, do hereby COVENANT with the said William E. Williams and Jane Williams their heirs and assigns, that they are the true and lawful owners of the said premises, and have full power to convey the same; and that the title so conveyed is CLEAR, FREE AND UNINCUMBERED;

AND FURTHER, That they DO WARRANT AND WILL DEFEND the same against all claim or claims, of all persons whomsoever;

IN WITNESS WHEREOF, The said Claude Elton Rhoad and Jean Cavinee Rhoad, who hereby release all their respective right and expectancy of DOWER in the said premises, have hereunto set their hands this thirteenth day of June in the year of our Lord one thousand nine hundred fifty two.

Ruth D. Maddox  
Ray R. Maddox

Claude Elton Rhoad  
Claude Elton Rhoad  
Jean Cavinee Rhoad  
Jean Cavinee Rhoad

STATE OF Ohio, COUNTY OF Fayette SS.



L0786 \*  
 Mary Grace Freshour, and \*  
 David Freshour, her husband \*  
 TO \*  
 Mary J. Irons \*  
 Good Hope, Ohio \*

KNOW ALL MEN BY THESE PRESENTS

THAT Mary Grace Freshour, and David Freshour, her husband, of Clark County, Ohio, in consideration of One Dollar and other good and valuable considerations to them in hand paid by Mary J. Irons Good Hope, Ohio, do hereby GRANT, BARGAIN, SELL AND CONVEY to the said Mary J. Irons, her heirs and assigns forever, the following described Real Estate, situated in the Village of Good Hope in the County of Fayette and State of Ohio.

The same being lot numbered eleven (11) in the Village of Good Hope, Wayne Township, Fayette County, Ohio; for a more accurate description of said lot reference is hereby made to the plat of said Village of Good Hope duly entered in the plat record in the Recorder's Office of said Fayette County, Ohio.

Being the same premises conveyed to Mary Grace Freshour by Mary J. Irons by deed dated the 8th day of May, 1948, recorded in Vol. 79, Page 241, of the deed records of Fayette County, Ohio.

and all the ESTATE, RIGHT, TITLE AND INTEREST of the said grantors in and to said premises;

TO HAVE AND TO HOLD the same, with all the privileges and appurtenances thereunto belonging, to said grantee, her heirs and assigns forever.

And the said Mary Grace Freshour does hereby COVENANT AND WARRANT that the title so conveyed is CLEAR, FREE AND UNINCUMBERED, and that she will defend the same against all lawful claims of all persons whomsoever. Except taxes and assessments for the year 1952, due and payable December, 1952, and thereafter.

IN WITNESS WHEREOF, the said Mary Grace Freshour, and David Freshour, her husband, who hereby releases all his right and expectancy of dower in said premises, have hereunto set their hands, this 30th day of October in the year A.D. nineteen hundred and fifty-two, 1952.

Signed and acknowledged in presence of us:

C. S. Hire Mary Grace Freshour  
 Otis B. Core David Freshour

STATE OF OHIO FAYETTE COUNTY SS

On this 30th day of October A.D. 1952, before me, a Notary Public in and for said County, personally came Mary Grace Freshour and David Freshour the grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

WITNESS my official signature and seal on the day last above mentioned.

(SEAL)

Otis B. Core

Otis B. Core  
 Notary Public, State of Ohio  
 My commission expires Dec. 6, 1953

*10/30/52*

Transferred October 30, 1952  
 Received October 30, 1952 at  
 11:30 o'clock A.M.

Fee \$ 1.30  
 Rev \$ 3.85

Recorded November 1, 1952

\*\*\*\*\*  
 L0788 \*  
 Claude E. Rhoad and Jean \*  
 Cavinee Rhoad, \*  
 TO \*  
 Howard J. Barger and \*  
 Virginia J. Barger \*  
 313 Peabody \*  
 \*\*\*\*\*

KNOW ALL MEN BY THESE PRESENTS

THAT Claude E. Rhoad and Jean Cavinee Rhoad, husband and wife, in consideration of One Dollar and other good and valuable considerations, to them paid by Howard J. Barger and Virginia J. Barger whose address is Washington C. H. Ohio, the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY to the said Howard J. Barger and Virginia J. Barger their heirs and assigns forever,

the following described Real Estate, situate in the Township of Concord, County of Fayette and State of Ohio, to-wit:-

BEGINNING at a point in the center of the Washington-Leesburg Pike, N. 4 deg.  
 E. a distance of 1469.50 feet from the point of the intersection of the center line of said Pike and Mark Road to the east, thence continuing along the center line of the Washington-Leesburg Pike N. 4 deg. E. a distance of 282 feet to a point; thence S. 86 deg. E. a distance of 273 feet to an iron pipe set in a fence line; thence S. 0 deg. 17' E. a distance of 283 feet to an

DV 85/460

iron pipe in the same fence line; thence N. 86 deg. W. a distance of 294.20 feet to the beginning, containing 1.836 Acres, and being part of Military Survey No. 626. Together with an easement to lay a gas service line over adjoining lands owned by grantors for the benefit of the premises herein conveyed.

SUBJECT, HOWEVER, to a certain lease in favor of the State of Ohio, Wildlife Council, for game refuge, which lease is recorded in Lease Record, Vol. 7, page 38, Fayette County Recorder's Office, to which reference is hereby made; and also subject to an easement granted the Ohio Fuel Gas Co., dated August 2, 1951, and recorded in Deed Record, Vol. 84, page 181, Fayette County Recorder's Office.

RESERVING HOWEVER, to the said grantors herein the right and privilege of laying a pipe line for natural gas across the lot herein conveyed to other lands of the grantor adjoining the premises herein conveyed.

In accepting this conveyance and as a part of the consideration therefor, the Grantees, for themselves and their heirs and assigns covenants with the grantors, that said grantees, their heirs and assigns will not:

1. Sell or allow to be sold on said lot any liquor, whether spirited, vinous or fermented, or use said lot for any business purpose whatsoever, other than that of a private single dwelling for one family.
2. No dwelling shall be erected on said lot which shall cost less than \$10,000.00 and said dwelling shall have a minimum of 1500 square feet on one floor, and no outside toilets shall be erected or used in connection with said dwelling.
3. Said dwelling shall not be erected nearer than 75 feet to the east line of the right of way of U. S. Route # 62, on which said lot fronts, nor nearer than 15 feet to either side of the side lines of said lot.
4. The Grantees, their heirs and assigns shall erect and maintain at their expense a stock proof fence between grantees and grantors.

Said premises herein conveyed being a part of the same premises conveyed to Grantors by Mattie E. McCoy by deed dated January 3, 1951, and recorded in Vol. 33, page 151, of the Deed Records of Fayette County, Ohio.

and all the RIGHT, TITLE AND INTEREST of the said Claude E. Rhoad and Jean Cavinee Rhoad either in Law or Equity of, in and to the said premises;

GETTER with all the privileges and appurtenances to the same belonging, and all the rents, issues and profits thereof;

HAVE AND TO HOLD the same to the only proper use of the said Howard J. Barger and Virginia Barger their heirs and assigns forever.

DO THE SAID Claude E. Rhoad and Jean Cavinee Rhoad for themselves and their heirs, executors and administrators, do hereby COVENANT with the said Howard J. Barger and Virginia J. Barger their heirs and assigns, that they are the true and lawful owners of the said premises, and have full power to convey the same; and that the title so conveyed is CLEAR, FREE AND UNINCUMBERED.

DO FURTHER, That they do Warrant and Will Defend the same against all claim or claims, of all persons whomsoever.

WITNESS WHEREOF, The said Claude E. Rhoad and Jean Cavinee Rhoad, who hereby release all their right and expectancy of Dower in the said premises, have hereunto set their hands this thirtieth day of October in the year of our Lord one thousand nine hundred fifty-two.

by R. Maddox

Claude E. Rhoad

by C. Dewa

Jean Cavinee Rhoad

STATE OF OHIO COUNTY OF FAYETTE SS

IT IS REMEMBERED, That on the 30th day of October in the year of our Lord one thousand nine hundred and fifty-two before me, the subscriber, a Notary Public in and for said county, personally appeared Claude E. Rhoad and Jean Cavinee Rhoad the grantors in the foregoing Deed, and acknowledged to me



IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

(SEAL)

Ray R. Maddox  
Notary Public,  
State of Ohio

Transferred October 31, 1952  
Received October 31, 1952 at  
1:20 o'clock P.M.

*PV 85/467*

Recorded November 1, 1952

Fee \$ 2.50  
Rev \$ 1.65

\*\*\*\*\*

40789 \* No. 327 \* \$ 80.00

"Trustees of Cemeteries"

KNOW ALL MEN BY THESE PRESENTS:

TO

Elmer and Laura Pugh

THAT, WHEREAS, on the 31st day of October A.D., 1952 the "Trustees of Cemeteries" of the City of Washington and Union Township, in the County of Fayette and State of Ohio, sold to Elmer and Laura Pugh the North East 1/4 of lot numbered 82 on the plat of the Cemetery Grounds, (purchased by the Council of said City and the Trustees of Union Township, in said Fayette County, jointly), for the sum of Eighty and no/100 Dollars paid to said "Trustees of Cemeteries," the receipt for which has been produced to me.

NOW, THEREFORE, in consideration of the premises, I, Marie Melvin as Clerk of said City of Washington, do hereby convey to the said Elmer and Laura Pugh their heirs and assigns the right to use and occupy said North East 1/4 of lot, numbered 82, Section 22 for the purpose of Sepulture along, subject to the laws of Ohio, the Ordinances of said City, and the By-Laws and regulations made, or that hereafter may be made, for the protection, management and control of said Cemetery.

IN TESTIMONY WHEREOF, I, as Clerk as aforesaid, have hereto set my hand and official seal, this 31st day of October A.D., 1952.

(SEAL)

Marie Melvin  
Clerk of said City of Washington  
By: Patricia F. West

Received October 31, 1952 at 1:30 P.M.  
Recorded November 1, 1952

Deed Record 85 Page 467

Fee \$ .65

\*\*\*\*\*

40791

AFFIDAVIT

Eliza A. Ford, Alice E. Ford  
and Alice M. Ford, one and  
same person

State of Ohio

SS:

Fayette County

\*\*\*\*\*

Harry H. Hiser, being cautioned and sworn, says that he is 65 years of age, and has been a resident of Fayette County, Ohio, all his life; that he was personally acquainted with Eliza A. Ford, the grantee in a deed from John W. Merchant, dated September 15, 1908, recorded in Volume 35, page 50 of the Deed Records of Fayette County, Ohio; that said Eliza A. Ford was one and the same person as Alice M. Ford, also known as Alice E. Ford, who died testate January 30, 1933, the owner of the same land described in the deed from John W. Merchant, as aforesaid, and who devised said land to her daughter, Edith Ford Stewardson, for and during her natural life, with remainder in fee to the heirs of her body, their heirs and assigns forever, being transferred by certificate of transfer dated August 23, 1934 and recorded in Volume 58, page 593 of the Deed Records of Fayette County, Ohio; that said land is described as follows:

Situate in Jasper Township, Fayette County, Ohio, to-wit:

Beginning at a point in the center of the Allen Pike, corner to A. Latham and in the line of Mahala Coil; thence N. 42 1/2 deg. W. 28.46 chains to a stone corner to Elijah Allen, Jr.; thence N. 44 deg. W. 26.15 chains to a stone corner to said Allen and in the line of Thomas Harper, also at the intersection of the Allentown Road, and roads leading to Edgefield; thence with the center of said Allentown Road S. 44 1/2 deg. W. 17.59 chains to a stone corner to the grantor herein (John W. Merchant) and in the line of Bid Rankin; thence S. 43 deg. 35' E. 57.68 chains to a stone in the center of said Allen Pike, corner to grantor herein (John W. Merchant) and in the line of A. Latham; thence N. 34 1/4 deg. E. 17.74 chains to the beginning, containing 100 acres, and being a part of Crohan's Survey No. 877.

that the said Edith Ford Stewardson died testate July 23, 1951, leaving as the only heirs of her body, her two daughters, Ethel E. Stewardson and Dorothy S. Dellinger in whom said land then became vested.

That the names of the devisees and the interests to them passing, are as follows:

<u>Names</u>	<u>P. O. Address</u>	<u>Relationship</u>	<u>INTEREST Passing</u>
Pearl M. Dowler	Washington C. H., Ohio	Daughter	Life Estate
Iva F. Coopers	413 Miami Chapel Rd Dayton 8, Ohio	Daughter	Undivided 1/4 subject to life estate
Ella V. Crone	Dayton, Ohio	Daughter	Undivided 1/4 subject to life estate
Thelma L. Myer	1017 Sherman Avenue Springfield, Ohio	Daughter	Undivided 1/4 subject to life estate
Martha M. Panks	Valparaiso, Indiana	Granddaughter	Undivided 1/3 subject to life estate
Mary Ann Klapp	Valparaiso, Indiana	Granddaughter	Undivided 1/3 subject to life estate

It appearing to the satisfaction of this Court that all the provisions of law relative to the transfer of real estate of deceased persons have been fully complied with, it is ordered that such real estate be transferred upon the tax certificate---, to the names of the persons set forth, and that this certificate be recorded by the Recorder of Fayette County, in the deed records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, this 11th day of November, 1952.

(SFAL)

Hell G. Allen, Probate Judge

By: Glenmarv Bennett, Deputy Clerk

Transferred November 14, 1952  
Received November 11, 1952 at  
9:10 o'clock A.M.

Recorded November 11, 1952

Fee : 2.10

\*\*\*\*\*  
 1370  
 Claude E. Rhoad and Jean \*  
 Cavinee Rhoad \*  
 TO \*  
 Alvin Ray Jennings and \*  
 Mary Jean Jennings \*  
 \*\*\*\*\*

KNOW ALL MEN BY THESE PRESENTS

THAT Claude E. Rhoad and Jean Cavinee Rhoad, husband and wife, in consideration of One Dollar and other good and valuable considerations, to them paid by Alvin Ray Jennings and Mary Jean Jennings whose address is Washington C. H., Ohio, the receipt whereof is hereby acknowledged, do hereby GRANT, RE-GAIN, SELL AND CONVEY to the said Alvin Ray Jennings and Mary Jean Jennings their heirs and assigns forever,

the following described Real Estate, situate in the Township of Concord, County of Fayette and State of Ohio, to-wit:-

BEGINNING at an Iron stake in the east line of U. S. Route # 62, corner to Jane M. and William E. Williams, thence with the east line of said U. S. Route # 62, N. 89° E. 110 feet to a stake, corner to a private lane; thence with the south line of said private lane N. 84° E. 373.68 feet to a stake corner to the lands of the grantors herein; thence with the line of said grantors S. 40° W. 184 feet to a stake, corner to said Williams; thence with the line of said Williams N. 36° W. 360 feet to the place of beginning, containing 1.25 Acres, and being a part of Military Survey No. 624. Together with an easement to lay a gas service line over adjoining lands owned by grantors for the benefit of the premises herein conveyed.

SUBJECT, HOWEVER, to a certain lease in favor of the State of Ohio, Wildlife Council, for game refuge, which lease is recorded in Lease Record, Vol. 7, page 38, Fayette County Recorder's Office, to which reference is hereby made; and also subject to an easement granted to the Ohio Fuel Gas Co., dated August 2, 1951, and recorded in Deed Record, Vol. 34, page 141, Fayette County, Recorder's Office.

RESERVING HOWEVER, to the said grantors herein the right and privilege of

laying a pipe line for natural gas across the lot herein conveyed to other lands of the grantors adjoining the premises herein conveyed.

IN ACCEPTING THIS COVENANCE and as a part of the consideration therefor, the Grantees, for themselves and their heirs and assigns covenants with the grantors, that said grantees, their heirs and assigns will not:

1. Sell or allow to be sold on said lot any liquor, whether spirited, vinous or fermented, or use said lot for any business purpose whatsoever, other than that of a private single dwelling for one family.
2. No dwelling shall be erected on said lot which shall cost less than \$10,000.00, and said dwelling shall have a minimum of 1500 square feet on one floor, and no outside toilets shall be erected or used in connection with said dwelling.
3. Said dwelling shall not be erected nearer than 100 feet to the east line of the right of way of U. S. Route # 62, on which said lot fronts, nor nearer than 15 feet to the side lines of said lot.
4. The Grantees, their heirs and assigns shall erect and maintain at their expense a stock proof fence between the grantees and grantors.

Said premises herein conveyed being a part of the same premises conveyed to the Grantors by Mattie P. McCoy, by deed dated January 3, 1941, and recorded in Vol. 33, page 151, of the Deed Records of Fayette County, Ohio.

and all the TENURE, TITLE AND INTEREST of the said Claude E. Rhoad and Jean Cavinee Rhoad either in Law or Equity, of, in and to the said premises:

TOGETHER with all the privileges and appurtenances to the same belonging, and all the rents, issues and profits thereof;

TO HAVE AND TO HOLD the same to the only proper use of the said Alvin Ray Jennings and Mary Jean Jennings their heirs and assigns forever.

AND THE SAID Claude E. Rhoad and Jean Cavinee Rhoad for themselves and their heirs, executors, and administrators, do hereby COVENANT with the said Alvin Ray Jennings and Mary Jean Jennings their heirs and assigns, that they are the true and lawful owners of the said premises, and have full power to convey the same; and that the title so conveyed is CLEAR, FREE AND UNINCUMBERED;

AND FURTHER, That they do Warrant and Will Defend the same against all claim or claims, of all persons whatsoever;

IN WITNESS WHEREOF, The said Claude E. Rhoad and Jean Cavinee Rhoad who hereby release all their right and expectancy of Power in the said premises, have hereunto set their hands this 30th day of October in the year of our Lord one thousand nine hundred fifty-two.

Signed and acknowledged in presence of

Ray R. Maddox

Claude E. Rhoad

Mac News

Jean Cavinee Rhoad

STATE OF OHIO COUNTY OF FAYETTE SS

BE IT REMEMBERED, That on the 30th day of October in the year of our Lord one thousand nine hundred and fifty two before me, the subscriber, a Notary Public in and for said county, personally came Claude E. Rhoad and Jean Cavinee Rhoad the grantor in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

(SEAL)

Ray R. Maddox  
Notary Public, State of Ohio

Transferred November 14, 1952  
Received November 14, 1952 at  
10:30 o'clock A.M.

Recorded November 14, 1952

Fee \$ 2.50  
Rev \$ 1.65

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40872  
Coal Carter  
Glen Carter

TO  
Harold Rodgers  
Elizabeth Rodgers

\*\*\*\*\*

KNOW ALL MEN BY THESE PRESENTS

THAT Coal Carter and Glen Carter, her husband, of the Township of Madison, County of Fayette and State of Ohio Grantors, in consideration of the sum of One Dollar and other valuable considerations ~~to them~~ to them paid by Harold Rodgers and Elizabeth Rodgers, husband and wife, of the Township of Madison, County of Fayette and State of Ohio, Grantees, the receipt whereof is hereby acknowledged, do hereby GRANT, WARRANT, SELL AND CONVEY to the said Grantors Harold Rodgers and Elizabeth Rodgers their heirs and assigns forever,

the following Real Estate situated in the County of Fayette in the State of Ohio, and in the Township of Madison and bounded

DU 401/570

3065  
C. Elton Rhoad and Jean  
Cavinne Rhoad,  
  
TO  
  
H. Kenneth Harley and Lorna  
Lee Harley  
325 Peabody Avenue  
City  
  
\*\*\*\*\*

KNOW ALL MEN BY THESE PRESENTS

THAT C. Elton Rhoad and Jean Cavinne Rhoad, husband and wife, of Fayette County, Ohio, in consideration of One Dollar and other good and valuable considerations, to them in hand paid by H. Kenneth Harley and Lorna Lee Harley whose address is Washington C. H. Ohio, do hereby GRANT, BARGAIN, SELL AND CONVEY to the said H. Kenneth Harley and Lorna Lee Harley their heirs and assigns forever, the following described REAL ESTATE, Situate in the Township of Concord, County of Fayette and State of Ohio, to-wit:

BEGINNING at a point in the center line of U. S. Highway No. 62, and corner to Lot owned by Leo E. and Helen E. Thompson, thence with the center line of said Highway N. 4 deg. E. 160 feet to a point in said center line of said Highway, corner to Barger; thence with the line of Barger S. 86 deg. E. 294.2 feet to a stone corner to said Barger and in the line of C. Elton Rhoad and Jean Cavinne Rhoad; thence with the line of said Rhoad S. 00 deg. 17' E. 160.45 feet to a stone corner to said Thompson; thence N. 86 deg. W. 306.18 feet to the center line of said Highway, the place of beginning, containing 1.1021 acres including said Highway, and containing .9924 acres excluding said Highway.

RESERVING HOWEVER, to said Grantors herein the right and privilege of laying a pipe line for natural gas across the lot herein conveyed to other lands of the Grantors adjoining the premises herein conveyed.

In accepting this conveyance and as a part of the consideration therefor, the Grantees for themselves and their heirs and assigns covenants with the Grantors that said Grantees their heirs and assigns will not: -

- 1. Sell or allow to be sold on said lot any liquor, whether spirited, vinous or fermented, or use said lot for any business purpose whatsoever, other than that of a private single dwelling for one family.
- 2. No dwelling shall be erected on said lot which shall cost less than \$10000.00, and said dwelling shall have a minimum of 1500 square feet on one floor, and no outside toilets shall be erected or used in connection with said dwelling.
- 3. Said dwelling shall not be erected nearer than 75 feet to the east line of the right of way of U. S. Route #62, on which said lot fronts, nor nearer than 15 feet to either of the side lines of said lot.
- 4. Said Grantees, their heirs and assigns, shall erect and maintain at their expense, a stock proof fence between Grantees and Grantors.

The Grantors further covenants with said Grantees that all sales of lots in said allotment similarly located, shall be made subject to like restrictions as to the use of same.

TOGETHER with an easement to lay a gas service line over adjoining lands owned by Grantors for the benefit of the premises herein conveyed.

SUBJECT, HOWEVER, to a certain lease in favor of the State of Ohio, Wildlife Council, for game refuge, which lease is duly recorded in Lease Record, Vol. 7, page 38, Fayette County, Ohio Recorder's Office, to which reference is hereby made.

and all the ESTATE, RIGHT, TITLE AND INTEREST of the said grantors in and to said premises;

TO HAVE AND TO HOLD the same, with all the privileges and appurtenances thereunto belonging, to said grantees, their heirs and assigns forever. And the said C. Elton Rhoad and Jean Cavinne Rhoad do hereby COVENANT AND WARRANT that the title so conveyed is CLEAR, FREE AND UNINCUMBERED, and that they will DEFEND the same against all lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said C. Elton Rhoad and Jean Cavinne Rhoad who hereby release all their right and expectancy of dower in said premises, have hereunto set their hands, this 5th day of October in the year A.D. nineteen hundred and fifty three.

Signed and acknowledged in presence of us:

Ruth D. Maddox  
Ray R. Maddox

C. Elton Rhoad  
C. Elton Rhoad  
  
Jean Cavinne Rhoad  
Jean Cavinne Rhoad

STATE OF OHIO, Fayette County, SS

On this 5th day of October A.D. 1953, before me, a Notary Public in and for said County, personally came C. Elton Rhoad and Jean Cavinne Rhoad the grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

WITNESS my official signature and seal on the day last above mentioned.

(SEAL)

Ray R. Maddox  
Notary Public, State of Ohio.

Transferred October 9, 1953  
Received October 9, 1953 at  
10:25 o'clock A.M.

Recorded October 13, 1953

Fee \$ 2.00  
Rev \$ 1.65

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3078  
C. Elton Rhoad and  
Jean Cavinee Rhoad

KNOW ALL MEN BY THESE PRESENTS

TO  
Leo E. Thompson and  
Helen E. Thompson  
Rt. # 2  
Washington C. H.

THAT C. Elton Rhoad and Jean Cavinee Rhoad, husband and wife, of Fayette County, Ohio, in consideration of One Dollar and other good and valuable considerations, to them in hand paid by L/c E. Thompson and Helen E. Thompson whose address is Washington C. H., Ohio do hereby GRANT, BARGAIN, SELL AND CONVEY to the said Leo E. Thompson and Helen E. Thompson their heirs and assigns forever, the following described REAL ESTATE, Situate in the Township of Concord, County of Fayette and State of Ohio, to wit:

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BEGINNING at a point in the center line of U. S. Highway No. 62, corner to lot owned by Delbert R. and Mary Lee Marshall, thence with the center line of said Highway N. 4 deg. E. 176.71 feet to a point in the center line of said Highway, corner to Lot owned by H. Kenneth & Lorna Lee Harley; thence with the line of said Harley S. 86 deg. E. 306.18 feet to a stone corner to said Harley and in the line of C. Elton Rhoad and Jean Cavinee Rhoad; thence with the line of said Rhoad S. 00 deg. 17' E. 177.21 feet to a stone corner to said Marshall; thence with the line of said Marshall N. 86 deg. W. 319.42 feet to the place of beginning, containing 1.2957 acres, including said Highway, and 1.174 acres excluding said highway.

RESERVING HOWEVER, to said Grantors herein the right and privilege of laying a pipe line for natural gas across the lot herein conveyed to other lands of the grantor adjoining the premises herein conveyed.

In accepting this conveyance and as a part of the consideration therefor, the Grantees for themselves and their heirs and assigns covenants with Grantors, that said Grantees, their heirs and assigns will not: -

1. Sell or allow to be sold on said lot any liquor, whether spirited, vinous or fermented, or use said lot for any business purpose whatsoever, other than that of a private single dwelling for one family.
2. No dwelling shall be erected on said lot which shall cost less than \$10000.00, and said dwelling shall have a minimum of 1500 square feet on one floor, and no outside toilets shall be erected or used in connection with said dwelling.
3. Said dwelling shall not be erected nearer than 75 feet to the east line of the right of way of U. S. Route # 62, on which said lot fronts, nor nearer than 15 feet to either of the side lines of said lots.
4. The Grantees, their heirs and assigns shall erect and maintain at their expense a stock proof fence between grantees and grantors.

The Grantors further covenants with said Grantees that all sales of lots in said allotment similarly located, shall be made subject to like restrictions as to the use of same.

Together with an easement to lay a gas service line over adjoining lands owned by grantors for the benefit of the premises herein conveyed.

Subject, however, to a certain lease in favor of the State of Ohio, Wildlife Council, for game refuge, which lease is duly recorded in Lease Record, Vol. 7, page 36, Fayette County Ohio, Recorder's Office, to which reference is hereby made.

and all the ESTATE, RIGHT, TITLE AND INTEREST of the said grantors in and to said premises;

TO HAVE AND TO HOLD the same, with all the privileges and appurtenances thereunto belonging, to said grantees, their heirs and assigns forever. And the said C. Elton Rhoad and Jean Cavinee Rhoad do hereby COVENANT AND WARRANT that the title so conveyed is CLEAR, FREE AND UNINCUMBERED, and that they will DEFEND the same against all lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said C. Elton Rhoad and Jean Cavinee Rhoad who hereby release all their right and expectancy of dower in said premises, have hereunto set their hand, this 5th day of October in the year A.D. nineteen hundred and fifty three.

Signed and acknowledged in presence of us:

Ruth D. Maddox  
Ray R. Maddox

C. Elton Rhoad  
C. Elton Rhoad  
Jean Cavinee Rhoad  
Jean Cavinee Rhoad

STATE OF OHIO Fayette County, SS

On this 5th day of October, A.D. 1953, before me, a Notary Public in and for said County, personally came C. Elton Rhoad and Jean Cavinee Rhoad the grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

WITNESS my official signature and seal on the day last above mentioned.

(SEAL)

Ray R. Maddox  
Ray R. Maddox, Notary Public,  
State of Ohio

Transferred October 13, 1953  
Received October 13, 1953 at  
10:20 o'clock A.M.

Recorded October 14, 1953

Fee \$ 2.25  
Rev \$ 2.20

\*\*\*\*\*

11/18/55

and all the ESTATE, RIGHT, TITLE AND INTEREST of the said grantors in and to said premises; TO HAVE AND TO HOLD the same, with all the privileges and appurtenances thereunto belonging, to said grantees, their heirs and assigns forever.

And the said Edna M. Mitchem does hereby COVENANT AND WARRANT that the title so conveyed is CLEAR, FREE AND UNINCUMBERED, and that she will DEFEND the same against all lawful claims of all persons whomsoever, save and except taxes for the year 1955 and thereafter which the grantees assume and agree to pay.

IN WITNESS WHEREOF, the said Edna M. Mitchem and Virgil R. Mitchem, her husband, who hereby releases his right and expectancy of dower in said premises, have hereunto set their hands, this 13th day of October in the year A. D. nineteen hundred and fifty-five.

Signed and acknowledged in presence of us:  
E. S. Woodmansee

Edna M. Mitchem  
Edna M. Mitchem  
Virgil R. Mitchem  
Virgil R. Mitchem

Ruth Bochard

STATE OF OHIO, Fayette COUNTY, SS.

On this 13th day of October A. D. 1955, before me, a Notary Public in and for said County, personally came Edna M. Mitchem and Virgil R. Mitchem, her husband, the grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

WITNESS my official signature and seal on the day last above mentioned.

E. S. Woodmansee  
E. S. Woodmansee  
Notary Public, For The State Of Ohio  
My Commission Expires Sept. 5, 1958

(SEAL)

This Instrument prepared by E. S. Woodmansee,  
Attorney at Law, Washington C. H., Ohio.

Transferred Oct 13, 1955

Received Oct. 13, 1955 at  
10:42 o'clock A. M.

Recorded Oct. 13, 1955 Fee:\$1.50 Rev.:\$10.45

\*\*\*\*\*  
5882 \* KNOW ALL MEN BY THESE PRESENTS

C. Elton Rhoad and  
Jean C. Rhoad

\* THAT C. Elton Rhoad and Jean C. Rhoad, husband and wife, in consideration of One Dollar and other good and valuable considerations to them paid by Bennett McCreight Marlin and Virginia Lee Marlin the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY to the said Bennett McCreight Marlin and Virginia Lee Marlin their heirs and assigns forever, the following described Real Estate, situate in the Township of Concord in the County of Fayette and State of Ohio:

TC

Bennett McCreight Marlin and  
Virginia Lee Marlin  
916 Sycamore St.  
City.

\*\*\*\*\*  
Beginning at a point in the center line of U. S. Highway # 62 (old road bed) and corner to a tract owned by Leo E. and Helen E Thompson; thence with the line of said Thompson S. 86 deg. E. 321.29 feet to a stone corner to said Thompson and in the line of C. Elton and Jean C. Rhoad; thence with the line of said Rhoad S. 00 deg. 17 ' E. 321.42 feet to a stone corner to said Rhoad; thence with the line of said Rhoad S. 84 deg. W. 350.55 feet to a point in the center line of said Highway #62 (old road bed); thence with the line of said Highway N. 4 deg. E. 381.30 feet to the place of beginning, containing 2.6773 acres, including said Highway.

RESERVING HOWEVER, to said Grantors herein the right and privilege of laying a pipe line for natural gas across the lot herein conveyed to other lands of the grantors adjoining the premises herein conveyed.

In accepting this conveyance and as a part of the consideration therefor, the Grantees for themselves and their heirs and assigns covenants with Grantors, that said Grantees, their heirs and assigns will not:-

- 1. Sell or allow to be sold on said lot any liquor, whether spirited, vinous or fermented, or use said lot for any business whatsoever, other than that of a private single dwelling for one family.
- 2. No dwelling shall be erected on said lot which shall cost less than \$10,000.00, and said dwelling shall have a minimum of 1500 square feet on one floor and no outside toilets shall be rected or used in connection with said dwelling.
- 3. Said dwelling shall not be erected nearer than 75 feet to the east line of the right of way of U. S. Route #62, on which said lot fronts, nor nearer than 15 feet to either of the side lines of said lots.
- 4. The Grantee, their heirs and assigns, shall erect and maintain their expense a stock proof fence between grantees and grantors.

The Grantors further covenants with said Grantees that all sales of lots in said allotment similarly located, shall be subject to like restrictions as to the use of the same.

Together with an easement to lay a gas service line over adjoining lands owned by grantors for the benefit of the premises herein conveyed.

SUBJECT, HOWEVER, to a certain lease in favor of the State of Ohio, Wildlife Council, for game refuge

which lease is duly recorded in Lease Record, Vol. 7, page 38, Fayette County, Ohio, Recorder's Office, to which reference is hereby made; also subject to easements heretofore granted to the State of Ohio for highway purposes.

and all the ESTATE, TITLE AND INTEREST of the said C. Elton Rhoad and Jean C. Rhoad either in Law or in Equity of, in and to the said premises; TOGETHER with all the privileges and appurtenances to the same belonging, and all the rents, issues, and profits thereof: TO HAVE AND TO HOLD the same to the only proper use of the said Bennett McCreight Marlin and Virginia Lee Marlin their heirs, and assigns forever,

AND THE SAID C. Elton Rhoad and Jean C. Rhoad for themselves and their heirs, executors and administrators, do hereby COVENANT with the said Bennett McCreight Marlin and Virginia Lee Marlin their heirs, and assigns, that they are the true and lawful owners of the said premises, and have full power to convey the same; and that the title so conveyed is CLEAR, FREE AND UNINCUMBERED: AND FURTHER, That they do WARRANT AND WILL DEFEND the same against all claim or claims, of all persons whomsoever; save and except lease heretofore mentioned to the State of Ohio, Wildlife Council and also save and except easements heretofore mentioned to the State of Ohio for highway purposes

IN WITNESS WHEREOF, The said C. Elton Rhoad and Jean C. Rhoad, husband and wife, who hereby release all their respective right and expectancy of DOWER in the said premises, have hereunto set their hands this 19th day of August in the year of our Lord one thousand nine hundred fifty-five.

SIGNED AND ACKNOWLEDGED IN PRESENCE OF  
Arch C. Riber

C. Elton Rhoad  
C. Elton Rhoad  
Jean C. Rhoad  
Jean C. Rhoad

Wm J Purcell

STATE OF Ohio, COUNTY OF Fayette, SS.

BE IT REMEMBERED, That on this 19th day of August, in the year of our Lord one thousand nine hundred fifty-five, before me, the subscriber, a Notary Public in and for said county, personally came C. Elton Rhoad and Jean C. Rhoad, husband and wife, the grantors in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

(SEAL)

Wm J Purcell  
Notary Public  
Wm. J. Purcell, Notary Public  
My Commission Expires Jan. 14, 1957

Transferred Oct 13, 1955

Received Oct. 13, 1955 at  
11:02 o'clock A. M.

Recorded Oct. 14, 1955

Fee:\$3.00

Rev.:\$3.30

\*\*\*\*\*

5883 \* KNOW ALL MEN BY THESE PRESENTS

Virgil P. Souther and \* THAT Virgil P. Souther and Dorothy L. Souther, husband and wife, of Fayette  
Dorothy L. Souther \* County, Ohio, in consideration of One Dollar and other good and valuable con-  
siderations to them in hand paid by Edna M. Mitchem do hereby GRANT, BARGAIN  
TC \* SELL AND CONVEY to the said Edna M. Mitchem her heirs and assigns forever,  
\* the following described REAL ESTATE, situate in the Village of Bloomingburg in  
Edna M. Mitchem \* the County of Fayette and State of Ohio.

417 E. Paint Street \*  
City \* Being Lot No. 7 in the M. H. Peters First Addition of Bloomingburg,  
Fayette County, Ohio. For a more complete description of said lot

\*\*\*\*\*  
reference is hereby made to the recorded plat of M. H. Peters Addition to the incorporated  
Village of Bloomingburg, Ohio, as shown in Plat Book A, Page 415, Recorder's Office, Fayette  
County, Ohio.

Being the same premises conveyed by Hays Watson and Everetta Watson to Virgil F. Souther and  
Dorothy L. Souther, by deed dated August 26, 1952, and recorded in Vol. 85, page 327 of the  
Deed Records of Fayette County, Ohio.

and all the ESTATE, RIGHT, TITLE AND INTEREST of the said grantors in and to said premises; TO HAVE  
AND TO HOLD the same, with all the privileges and appurtenances thereunto belonging, to said grantee, her  
heirs and assigns forever.

And the said Virgil P. Souther and Dorothy L. Souther do hereby COVENANT AND WARRANT that the title  
so conveyed is CLEAR, FREE AND UNINCUMBERED, and that they will DEFEND the same against all lawful  
claims of all persons whomsoever; save and except taxes for the year 1955 and thereafter and all unpaid in-  
stallments on the Bloomingburg Water Work Assessments, which the grantee assumes and agree to pay.

IN WITNESS WHEREOF, the said Virgil P. Souther and Dorothy L. Souther, husband and wife, hereby  
release their respective right and expectancy of dower in said premises, have hereunto set their hands, this  
13th day of October in the year A. D. nineteen hundred and fifty-five.

Signed and acknowledged in presence of us:  
W A Lovell

Virgil P. Souther  
Virgil P. Souther  
Dorothy L. Souther

Robert B. West

945R

\* KNOW ALL MEN BY THESE PRESENTS

Claude Elton Rhoad  
and Jean C. Rhoad,

\* THAT Claude Elton Rhoad and Jean C. Rhoad, husband and wife, in consideration  
\* of One Dollar and other good and valuable considerations, to them paid by  
\* Howard E. Glitt and Helene Glitt the receipt whereof is hereby acknowledged, do  
\* hereby GRANT, BARGAIN, SELL AND CONVEY to the said Howard E. Glitt  
\* and Helene Glitt their heirs and assigns forever, the following described real  
\* estate, situate in the Township of Concord, County of Fayette and State of Ohio,  
\* towit:-

TO

Howard E. Glitt and  
Helene Glitt  
P. O. Box 149  
City

\* BEGINNING at a point in the center of the Mark Road, 531 feet East  
\* of the east line of the right of way line of U. S. Highway Route #62,  
\* thence with the center line of said Mark Road East 90 degs. 348.82

\*\*\*\*\*

feet to a point in said road, corner to grantors and grantee herein; thence with a new line N. 32  
degs. 30' West 314.21 feet to a 3/4 inch iron pin, a new corner to grantors and grantee herein;  
thence with a new line of grantors and grantee 90 degs. West 120 feet to a 3/4 inch iron pin, a  
new corner to grantors and grantee; thence with a new line of grantors and grantee South 90  
degs. 265.00 feet to the place of beginning, containing 1.6085 acres of land, more or less. Said  
lands above described having been surveyed by Wm. E. Williams, May 25, 1957.

Being a part of the same premises conveyed by Mattie A. McCoy to Claude Elton Rhoad and Jean  
C. Rhoad by deed dated January 3, 1951, and recorded in Vol. 83, page 151, of the Deed Records of  
Fayette County, Ohio.

In accepting this deed and as a part of the consideration therefor, the Grantees for themselves  
and their heirs and assigns covenants with Grantors, that said Grantees, their heirs and assigns  
will not:-

1. Sell or allow to be sold on said lot any liquor, whether spirited, vinous or fermented, or use  
said lot for any business whatsoever, other than that of a private single dwelling for one family.
2. No dwelling shall be erected on said lot which shall cost less than \$10,000.00, and said dwell-  
ing shall have a minimum of 1500 square feet on one floor, and no outside toilets shall be erected nor  
used in connection with said dwelling.
3. No dwelling shall be erected nearer than 75 feet to the north line of the right of way of the Mark  
Road on which said lot fronts, nor nearer than 15 feet to either of the side lines of said lot.
4. The Grantees, their heirs and assigns, shall erect and maintain at their expense a stock  
proof fence between Grantors and Grantees. The Grantors further covenants with said Grantees  
that all sales of lots in said allotment similarly located, shall be subject to like restrictions as to  
the use of the same.

SUBJECT, HOWEVER, to a certain lease in favor of the State of Ohio, Wildlife Council, for game  
refuge, which lease is duly recorded in Lease Record, Vol. 7, page 38, Fayette County, Ohio,  
Recorder's Office, to which reference is hereby made; also subject to easements granted to the  
State of Ohio for highway purposes,

and all the ESTATE, TITLE AND INTEREST of the said Claude Elton Rhoad and Jean C. Rhoad either in Law  
or in Equity of, in and to the said premises; TOGETHER with all the privileges and appurtenances to the same  
belonging, and all the rents, issues, and profits thereof; TO HAVE AND TO HOLD the same to the only proper  
use of the said Howard E. Glitt and Helene Glitt their heirs, and assigns forever,

AND THE SAID Claude Elton Rhoad and Jean C. Rhoad for themselves and their heirs, executors and admin-  
istrators, do hereby COVENANT with the said Howard E. Glitt and Helene Glitt their heirs, and assigns, that  
they are the true and lawful owners of the said premises, and have full power to convey the same; and that  
the title so conveyed is CLEAR, FREE AND UNINCUMBERED; AND FURTHER, That they do WARRANT AND  
WILL DEFEND the same against all claim or claims, of all persons whomsoever;

IN WITNESS WHEREOF, The said Jean C. Rhoad, individually, and Claude Elton Rhoad, acting herein by  
Jean C. Rhoad, his attorney in fact, duly authorized hereto by a power of attorney dated August 9, 1956, and  
recorded in the office of the recorder of Fayette County, Ohio, in Vol. 2, page 230, of the records of powers  
of attorney of said county, and

who hereby release all their respective right and expectancy of DOWER in the said premises, have hereunto  
set their hand this third day of June in the year of our Lord one thousand nine hundred fifty seven.

SIGNED AND ACKNOWLEDGED IN PRESENCE OF

Ray R. Maddox

Claude Elton Rhoad  
Claude Elton Rhoad

Betty Bennett

By Jean C. Rhoad  
Jean C. Rhoad, his attorney in fact.

Jean C. Rhoad  
Jean C. Rhoad

STATE OF Ohio, COUNTY OF Fayette, SS.

BE IT REMEMBERED, That on this third day of June, in the year of our Lord one thousand nine hundred fifty sev-  
en, before me, the subscriber, a Notary Public in and for said county, personally came Jean C. Rhoad, individ-  
ually, and Claude Elton Rhoad by Jean C. Rhoad, his attorney in fact, who acknowledged that they did sign the  
foregoing instrument, and that the same is their free act and deed, and the free act and deed of Jean C. Rhoad,  
as attorney in fact for the said Claude Elton Rhoad,



the grantors in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

(SEAL)

Ray R. Maddox  
Ray R. Maddox, Notary Public, State of Ohio.

This instrument prepared by  
Ray R. Maddox, Attorney

Transferred June 3, 1957

NO PLAT NECESSARY  
June 3, 1957

Received June 3, 1957 at  
11:05 o'clock A. M.

SIGNED: Harry R. Allen  
Fayette County Auditor

Recorded June 4, 1957

Fee:\$3.50

Rev:\$2.20

\*\*\*\*\*

9463

\* KNOW ALL MEN BY THESE PRESENTS

Lawrence Willard Armbrust  
and  
Barbara Allen Armbrust

\* THAT Lawrence Willard Armbrust and Barbara Allen Armbrust, husband  
\* and wife, of Fayette County, Ohio, in consideration of One Dollar and other  
\* good and valuable considerations to them in hand paid by Russell H. Boatman  
\* do hereby GRANT, BARGAIN, SELL AND CONVEY to the said Russell H.  
\* Boatman his heirs and assigns forever, the following described REAL  
\* ESTATE, situate in the City of Washington in the County of Fayette and  
\* State of Ohio.

TO

Russell H. Boatman  
Cherry Hotel  
Washington C. H., Ohio

\* Being Lot Number Forty-two (42) of Armbrust's Willabar Village  
\* Addition to the City of Washington. For a more particular description

\*\*\*\*\*  
reference is hereby made to the plat of said subdivision and  
to the restrictive covenants and easements therein contained recorded in plat Book "B", pages 89-94  
in the Recorder's Office of Fayette County, Ohio.

Being part of the same premises conveyed to the grantors herein by deed recorded in Volume 88,  
Page 601, Deed Records of Fayette County, Ohio.

and all the ESTATE, RIGHT, TITLE AND INTEREST of the said grantors in and to said premises; TO HAVE  
AND TO HOLD the same, with all the privileges and appurtenances thereunto belonging, to said grantee, his  
heirs and assigns forever.

And the said Lawrence Willard Armbrust and Barbara Allen Armbrust do hereby COVENANT AND WARRANT  
that the title so conveyed is CLEAR, FREE AND UNINCUMBERED, and that they will DEFEND the same against  
all lawful claims of all persons whomsoever, save and except taxes for the year 1957 and thereafter which the  
grantee assumes and agrees to pay.

IN WITNESS WHEREOF, the said Lawrence Willard Armbrust and Barbara Allen Armbrust, husband and wife,  
who hereby release all their respective right and expectancy of dower in said premises, have hereunto set their  
hands, this 5th day of June in the year A. D. nineteen hundred and fifty-seven

Signed and acknowledged in presence of us:

E. S. Woodmansee  
Donna Morgan

Lawrence Willard Armbrust  
Lawrence Willard Armbrust  
Barbara Allen Armbrust  
Barbara Allen Armbrust

STATE OF OHIO, Fayette COUNTY, SS.

On this 5th day of June A. D. 1957, before me, a Notary Public in and for said County, personally came  
Lawrence Willard Armbrust and Barbara Allen Armbrust, husband and wife, the grantors in the foregoing  
deed, and acknowledged the signing thereof to be their voluntary act and deed.

WITNESS my official signature and seal on the day last above mentioned.

(SEAL)

E. S. Woodmansee  
E. S. Woodmansee  
Notary Public, For The State Of Ohio  
My Commission Expires Sept. 5, 1958

This instrument prepared by  
E. S. Woodmansee, Attorney

Transferred June 5, 1957

Received June 5, 1957 at  
1:56 o'clock P. M.

Recorded June 5, 1957

Fee:\$1.50

Rev:\$1.65

\*\*\*\*\*

Know All Men by These Presents:

That C. Elton Rhoad and Jean Cavinee Rhoad, husband and wife,

of Fayette County, Ohio,

in consideration of One Dollar and other good and valuable considerations,

to them in hand paid by William E. Williams and Jane M. Williams

whose address is Washington C. H., Ohio, RFD

do hereby Grant, Bargain, Sell and Convey to the said William E. Williams and Jane M. Williams

and assigns forever, the following described Real Estate, Situate in the Township of Concord, County of Fayette and State of Ohio, to-wit:-

BEGINNING at a point in the center line of U. S. Highway No. 62, corner to said William E. and Jane M. Williams, thence S. 86° 47' 39" feet to a stone corner, to said Williams and in the line of said Rhoad; thence with the line of said Rhoad S. 4° E. 30 feet to a stake corner, to said Rhoad; thence with the line of said Rhoad N. 86° W. 398 feet to a point in the center line of said Highway; thence with the center line of said Highway N. 4° E. 30 feet to the place of beginning, containing about one quarter of an acre, and being a strip of ground 30 feet wide adjoining grantees lot on the south.

SUBJECT HOWEVER, to the same conditions, covenants and restrictions that are contained and set forth in a prior deed of said Grantors to said Grantees for a lot adjoining the premises above described, which said deed is duly recorded in the office of the county recorder of Fayette County, Ohio, to which reference is made for a more accurate description thereof.

and all the Estate, Right, Title and Interest of the said grantors in and to said premises; To have and to hold the same, with all the privileges and appurtenances thereunto belonging, to said grantees, their heirs and assigns forever. And the said C. Elton Rhoad and Jean Cavinee Rhoad

do hereby Covenant and Warrant that the title so conveyed is Clear, Free and Unincumbered, and that they will Defend the same against all lawful claims of all persons whomsoever.

In Witness Whereof, the said C. Elton Rhoad

and Jean Cavinee Rhoad

who hereby release all their right and expectancy of dower in said premises, have hereunto set their hands, this 5th day of October in the year A. D. nineteen hundred and fifty three.

Signed and acknowledged in presence of us:

Ray R. Maddox

Ray R. Maddox

C. Elton Rhoad

C. Elton Rhoad

Jean Cavinee Rhoad

Jean Cavinee Rhoad

State of Ohio, Fayette County, ss.

On this 5th day of October A. D. 1953, before me, a Notary Public in and for said County, personally came C. Elton Rhoad and Jean Cavinee Rhoad

the grantors in the foregoing deed, and

acknowledged the contents thereof to be their voluntary act and deed.

Witness my official signature and seal on the day last above mentioned.

Ray R. Maddox

12384

**Warranty Deed**  
 From  
 C. Elton Rhoads and Jean Caviness Rhoads,  
 C. Elton Rhoads and Jean Caviness Rhoads,

To  
 William E. Williams and Jane M. Williams

Transferred January 21, 1959  
 County Auditor  
 State of Ohio  
 Presented for record on the 21st day of January 1959  
 RECEIVED FOR RECORD  
 COUNTY RECORDER  
 Vol. 94 - 219  
 in Dec 1958  
 Recorder No. 09 AM 1958 Page 23  
 Recorder No. 1-27-59  
 Recorder No. 1-27-59  
 Recorder No. 1-27-59

Prob. 181-C

Successors, Executors, Administrators, etc.

**Certificate for Transfer of Real Estate**

Revised Code, Sec. 2113.61

Probate Court Fayette County, Ohio

In the Matter of  
**THE ESTATE OF**  
Charles E. Overmeyer  
 Deceased

No. E-6921  
 Certificate for Transfer of Real Estate

To the Recorder of Fayette County, Ohio, greeting:

I hereby certify that the records of this Court show that  
Charles E. Overmeyer a resident of  
the City of Washington in said County, died intestate on the  
12th day of July, 1958 (estate or intestate)

and that on the 5th day of August, 1958 (s) Frances Irene Overmeyer

was appointed by this Court (s) Administratrix  
 of the estate of said decedent; that said estate is  
 being administered under No. E-6921 and a memorandum record of said  
 estate can be found in Administration Docket No. 12 Page A21  
 of the Records of the Probate Court of Fayette County, Ohio.

That said decedent died seized of the following described parcels of real estate  
 situated in your County:—

Being an Undivided one-half interest in real estate situate in the City of  
 Washington, County of Fayette and State of Ohio; and in Survey No. 757:

Beginning at a stake N. 82° E. 105 feet from the northeast corner of  
 Hopkins and Broadway Streets; thence N. 82° E. 60 feet to a stake  
 corner to Hannah W. Smith and in the line of Broadway Street; thence  
 N. 8° W. 80.50 feet to a stake in the line of Hannah W. Smith and  
 corner to Lizzie Parrett; thence S. 82° W. 60 feet to a stake in the  
 line of Lizzie Parrett; thence S. 8° E. 80.50 feet to the beginning.

Being the same premises conveyed to Charles E. Overmeyer and Frances  
 Irene Overmeyer by deed recorded in Vol. 70, Page 439, Deed Records  
 of Fayette County, Ohio.

~~That the names of the persons inheriting said real estate, and the inter-~~

Names	P. O. Address	Relationship	Interest Passing

That the names of the ~~persons~~ persons inheriting said real estate, and the inter-  
 ests to them passing, are as follows:

Names	P. O. Address	Relationship	Interest Passing
Frances Irene Overmeyer	716 Broadway Washington, C. H., Ohio	wife	undivided 1/3-of decedent's 1/2
Helen Dudleson	Mt. Sterling, Ohio	daughter	undivided 1/3 of decedent's 1/2
Jean Allemang	4320-Etna Road Whitehall, Ohio	daughter	undivided 1/3 of

In Witness Whereof, the said Paul T. James  
 and Jessie E. James, husband and wife, who  
 hereby release all their right and expectancy of dower in said premises, have  
 herunto set their hands this 21<sup>st</sup> day of August  
 in the year A. D. nineteen hundred and sixty-three.  
 Signed and acknowledged in presence of us:  
Charles W. Masten Paul T. James  
Thomas H. Mark Jessie E. James

State of Ohio, Payette County, ss.  
 On this 21<sup>st</sup> day of August A. D. 1963, before me, a Notary Public  
 in and for said County, personally came  
Paul T. James and Jessie E. James



acknowledged the signing thereof to be the grantors in the foregoing deed, and  
 their voluntary act and deed.  
 Witness my official signature and seal on the day last above mentioned.  
Thomas H. Mark  
 Thomas H. Mark, Notary Public  
 Payette County, Ohio  
 My commission expires Sept. 22, 1964

Transferred 8-24-63  
 Received 8-24-63  
 Time 11:26 A.M.  
 Recorded 8-26-63  
 Recorder's Fee \$2.00  
 Recorder Elaiss W. Johnson

This instrument prepared by Richard P. Rankin

21178

**Warranty Deed**

Paul T. James and Jessie E. James  
 TO  
 Clyde A. Cantrell and  
 Crystal Louise Cantrell  
 328 E. Market Street  
 Washington C.H., Ohio

Transferred August 24 1963  
Harvey R. Allen  
 COUNTY RECORDER  
 PAYETTE

STATE OF OHIO  
 COUNTY RECEIVED FOR RECORD SS  
 RECEIVED FOR RECORD ON THE  
21<sup>st</sup> day of August 1963  
 at 10:26 AM  
 and RECORDED 10:26 AM in  
 DEED BOOK 56  
 VOL. 12 PAGE 26-63  
 COUNTY RECORDER

RICHARD P. RANKIN  
 ATTORNEY AT LAW  
 138 E. COURT STREET  
 WASHINGTON C. H., OHIO  
 Rev. #220

**Know all Men by these Presents**

That Claude Elton Rhoad and Jean Cavinee Rhoad, husband and wife,

in consideration of one Dollar and other good and valuable considerations

the receipt whereof is hereby acknowledged, do hereby **Grant, Bargain, Sell and Convey** to the said

Theodore J. Utermoehlen and Clarice Ann Utermoehlen

their heirs and assigns forever,

the following described real estate situate in the Township of Concord, County of Fayette and State of Ohio, and being a portion of the lands now owned by the grantors herein, bounded and described as follows:

Beginning at a railroad spike in the center of the Mark Road, 203.62 lineal feet east of the east right-of-way line of U. S. Highway Route #62, thence with the center line of the said Mark Road North 90°-00' East, 368.38 lineal feet to a railroad spike; thence due North 265.0 lineal feet to an iron pin, passing an iron pin on line at 20.0 lineal feet; thence North 90°-00' West, 164.38 lineal feet to an iron pin; thence due South 265.0 lineal feet to the place of beginning, passing an iron pin on the at 245.0 lineal feet. Containing 1.0 acre, more or less. Subject to all legal rights of way.

In accepting this conveyance and as a part of the consideration therefor, the grantees, for themselves and their heirs and assigns covenants with the grantors, that said grantees, their heirs and assigns will not:

1. Sell or allow to be sold on said lot any liquor, whether spirited, vinous, or fermented, or use said lot for any business purpose whatsoever, other than that of a private single dwelling for one family.
2. No dwelling shall be erected on said lot which shall cost less than \$10,000.00 and said dwelling shall have a minimum of 1500 square feet on one floor; no outside toilets shall be erected or used in connection with said dwelling.
3. Said dwelling shall not be erected nearer than 75 feet to the north line of the right-of-way of the Mark Road, on which said lot fronts, nor nearer than fifteen feet to either of the side lines of the said property.
4. The grantees, their heirs and assigns shall erect and maintain at their expense a stock-proof fence between grantee and grantor.

The grantors further covenant with said grantees that all sales of lots in said allotment similarly located shall be made subject to like restrictions as to the use of same.

The real estate above described is a new survey and description made for the grantee herein August 7, 1963, by Wilbert C. Benedum, Registered Surveyor #4093. Being apart of the premises shown in Deed Book 83, page 151.

and all the **State Title and Interest** of the said

Claude Elton Rhoad and Jean Carline Rhoad, husband and wife,

either in Law or in Equity of, in and to the said premises; **Together** with all the privileges and appurtenances to the same belonging; and all the rents, issues and profits thereof. **To have and to hold** the same to the only proper use of the said

Theodore J. Utermoehlen and Clarice Ann Utermoehlen,

their heirs and assigns forever.

And the said

Claude Elton Rhoad and Jean Carline Rhoad

for themselves and their heirs, executors and administrators, do hereby **Covenant** with the said

Theodore J. Utermohlen and Clarice Ann Utermohlen,

that they are their heirs, and assigns, the true and lawful owner of the said premises, and have full power to convey the same; and that the title so conveyed is Clear, Free and Unincumbered; And further, That they do Warrant and will Defend the same against all claim or claims, of all persons whomsoever.

In Witness Whereof, The said

Claude Elton Rhoad and Jean Cavinee Rhoad

respective who hereby release all their right and expectancy of Dower in the said premises, have hereunto set their hands this 26th day of August in the year of our Lord one thousand nine hundred and Sixty-Three.

Signed and acknowledged in presence of

Margie Berry  
Ray R. Maddox

Claude Elton Rhoad  
Jean Cavinee Rhoad

Transferred Aug. 26, 1963  
Received 8-26-63  
Time 10:11 A.M.  
Recd of 8-26-63  
Recorder's Fee \$4.00  
Recorder Elmer W. [unclear]  
By O. K. [unclear]

State of OHIO, County of FAYETTE, SS.

Be it Remembered, That on this 26th day of August, in the year of our Lord one thousand nine hundred and Sixty-Three, before me, the subscriber, a Notary Public in and for said county, personally came

Claude Elton Rhoad and Jean Cavinee Rhoad

the grantors in the foregoing Deed, and acknowledged the signing hereof to be their voluntary act and deed

In Testimony Whereof, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

Ray R. Maddox

RAY R. MADDOX, Notary Public  
State of Ohio

My Commission Expires April 24, 1964

APPROVED BY  
FAYETTE COUNTY COMMISSIONERS  
NO NOTARIAL FEE REQUIRED



This instrument prepared by

Ray R. Maddox, Attorney-at-Law

137  
1182

**Adams**

Claude Elton Rhoad and Jean Rhoad, husband and wife,

TO  
Theodore B. Utermoehlen and  
Clarice Ann Utermoehlen  
134 Comfort Lane  
Washington C. H., Ohio

Transferred *Aug 8*  
*Mary Miller*

RECEIVED FOR

AUG 20 1963

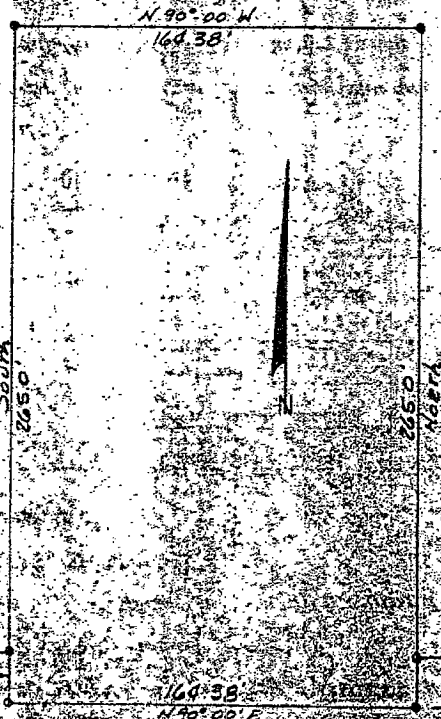
MAILS

Rev. 7/63

**CERTIFICATE OF SURVEY**

Washington C. H., Ohio  
August 7, 1963

I certify I have this date made a survey of a portion of  
the lands of Claude Elton Rhoad & Jean Cavinee Rhoad  
situate in Concord Township, Bayette County, Ohio



denotes iron pins  
(See plat 50)

Survey made for Theodore B. Utermoehlen & the request of  
Jeanne Rhoad,



NO. 1182

21296  
 RECEIVED FOR RECORD  
 SEP 12 12 22 PM '53  
 FAYETTE COUNTY  
 RECORDS  
 TRANSFERRED  
 RECEIVED  
 RECORDED  
 INDEXED  
 FILED  
 SEP 12 1953  
 REC'D: \$8.80

# Know all Men by these Presents

That Claude Elton Rhoad and Jean Cavinee Rhoad, husband and wife,

in consideration of One Dollar and other good and valuable considerations

to them paid by James F. Donohoe and Lucille B. Donohoe

Whose address is: Chillicothe Road, Washington C. H., Ohio

the receipt whereof is hereby acknowledged, do hereby Grant, Bargain,  
 Sell and Convey to the said

James F. Donohoe and Lucille B. Donohoe,

their heirs and assigns forever,

the following described real estate situate in the Township of Concord, County of Fayette and State of Ohio, and more particularly described as follows:

Beginning at a point in the centerline of U. S. Highway Route #62, said point being the S.W. corner of the William E. and Jane M. Williams land as the same is shown of record in Deed Book 94, page 23, Recorder's Office, Fayette County, Ohio; thence with the south line of said Williams' property N. 86° 00' E. 398.0 lineal feet to a fence corner; said fence corner being the southeast corner of the aforementioned Williams' property; thence S. 4° 00' E. 125.0 lineal feet to an iron pin; thence S. 88° 00' W. 398.0 lineal feet, passing an iron pin on line at 368.0 lineal feet, to a point in the centerline of U. S. Highway Route #62; thence with the centerline of said Highway, N. 1° 00' W. 125.00 lineal feet to the place of beginning, containing 1.14 acres, more or less. Subject to all legal rights of way.

Being a part of the same premises conveyed by Mattie A. McCoy to Claude Elton Rhoad and Jean Cavinee Rhoad by deed dated January 3, 1951 and recorded in Volume 85, Page 151 of the Deed Records of Fayette County, Ohio.

Together with an easement for a drain from the premises herein conveyed for a distance of approximately 250 feet over the lands of the grantor and sloping towards the bottom of Sugar Creek.

In accepting this conveyance and as a part of the consideration therefor, the grantees for themselves and their heirs and assigns covenant with the grantors that said grantors, their heirs and assigns will not



1. Sell or allow to be sold on said lot any liquor, whether spirited, vinous, or fermented, or use said lot for any business purpose whatsoever, other than that of a private single dwelling for one family.
  2. No dwelling shall be erected on said lot which shall cost less than \$10,000.00 and said dwelling shall have a minimum of 1500 square feet on one floor; no outside toilets shall be erected or used in connection with said dwelling.
  3. Said dwelling shall not be erected nearer than 100 feet to the east line of the right-of-way of United States Route 62 on which said lot fronts, nor nearer than fifteen feet to either of the side lines of the said property.
4. The grantees, their heirs and assigns, shall erect and maintain at their expense a stock-proof fence between grantees and grantor.

The grantors further covenant with said grantees that all sales of lots in said allotment similarly located shall be made subject to like restrictions as to the use of same.

and all the **Estate, Title and Interest** of the said

Claude Elton Rhoad and Jean Cavinee Rhoad, husband and wife,

either in Law or in Equity of, in and to the said premises; **Together** with all the privileges and appurtenances to the same belonging, and all the rents, issues, and profits thereof. **To have and to hold** the same to the only proper use of the said

James F. Donohoe and Lucille B. Donohoe,

their heirs, and assigns forever,

**And the said**

Claude Elton Rhoad and Jean Cavinee Rhoad

for themselves and their heirs, executors and administrators, do hereby **Covenant** with the said

James F. Donohoe and Lucille B. Donohoe.

their heirs, and assigns,

that they are the true and lawful owners of the said premises, and have full power to convey the same; and that the title so conveyed is **Clear, Free and Unincumbered; And Further,** That they do **Warrant and will Defend** the same against all claim or claims, of all persons whomsoever;

**In Witness Whereof,** The said

Claude Elton Rhoad and Jean Cavinee Rhoad, husband and wife,

who hereby release all their <sup>respective</sup> right and expectancy of **Power** in the said premises, have hereunto set their hands <sup>this</sup>

<sup>7th</sup> day of September in the year of our Lord

one thousand nine hundred and Sixty-Three.

Signed and acknowledged in presence of

Myrtle Beshy  
Ray R. Moad

Claude Elton Rhoad  
Claude Elton Rhoad  
Jean Cavinee Rhoad  
Jean Cavinee Rhoad

State of OHIO

County of

PAYETTE

SS.

Be it Remembered, That on this 7th day of September, in the year of our Lord one thousand nine hundred and Sixty-Three, before me, the subscriber, a Notary Public in and for said county, personally came

Claude Elton Rhoad and Jean Cavinee Rhoad



the grantors in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed

APPROVED BY  
PAYETTE COUNTY COMMISSIONER  
NO PLAT REQUIRED  
Lawrence [Signature]

In Testimony Whereof, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.



Ray R. Maddox  
RAY R. MADDOX, Notary Public  
State of Ohio  
My Commission Expires April 24, 1934

This instrument prepared by

Ray R. Maddox, Attorney  
Washington C. H., Ohio

21298

Warranty Deed

Claude Elton Rhoad and Jean Cavinee Rhoad, husband and wife

TO  
Lester F. Debusse & Loretta H. Donohoe  
Chillicothe Road  
Washington C. H., Ohio

Witnessed  
April 13 1963  
[Signature]  
COUNTY CLERK

RECEIVED FOR RECORD

SEP 16 9 41 AM 1963

WARRANTY DEED

Rev. #2.20

VOL 103 PAGE 654

DV 106  
207

# Know all Men by these Presents

That Claude Elton Rhoad and Jean Cavinee Rhoad, husband and wife,

in consideration of One Dollar and other valuable considerations

to them paid by Howard Glitt and Helene Glitt

Whose address is: R.F.D., Washington C. H., Ohio,

the receipt whereof is hereby acknowledged, do hereby Grant, Bargain,  
Sell and Convey to the said Howard Glitt and Helene Glitt

their heirs and assigns forever,

the following described premises,

Being a portion of lands now owned by Claude Elton Rhoad and Jean Cavinee Rhoad situate in Concord Township, Payette County, Ohio and being more particularly described as follows:

Beginning at a railroad spike in the center of the Mark Road, 368.0 lineal feet East of the East right-of-way line of U.S. Route #62, thence with the center line of the said Mark Road North 90 deg. 00' East, 133.0 lineal feet to a railroad spike, said point being the SW corner of the Howard Glitt lot; thence North with the west line of the aforementioned Glitt Property, 265.0 lineal feet to an iron pin, passing an iron pin on line at 20.0 lineal feet; thence South 83 deg. 27' West, 109.95 lineal feet to an iron pin; thence South 86 deg. 00' West, 23.88 lineal feet to an iron pin; said point being the NE corner of the Theodore H. Utermoehlen lot; thence South with the East line of the aforementioned Utermoehlen lot; 279.40 lineal feet to a railroad spike the place of beginning, passing an iron pin on line at 259.40 lineal feet. Containing 0.83 acres more or less. Subject to all legal rights of way.

In accepting this conveyance and as a part of the consideration therefrom the Grantees, for themselves and their heirs and assigns covenant with the grantors that said grantees, their heirs and assigns will not

1. Sell or allow to be sold on said lot any liquor, whether spirited, vinous, or fermented, or use said lot for any business purpose whatsoever, other than that of a private single dwelling for one family.
2. No dwelling shall be erected on said lot which shall cost less than \$10,000.00 and said dwelling shall have a minimum of 1500 square feet on one floor; no outside toilets shall be erected or used in connection with said dwelling.
3. Said dwelling shall not be erected nearer than 100 feet to the east line of said right-of-way of the Mark Road on which said lot fronts, nor nearer than fifteen feet to either of the side lines of the said property.
4. The Grantees, their heirs and assigns, shall erect and maintain at their expense a stock-proof fence between Grantee and Grantor.

APPROVED BY

Mary R. King

and all the **Estate, Title and Interest** of the said  
Claude Elton Rhoad and Jean Cavinee Rhoad

either in Law or in Equity of, in and to the said premises; **Together** with all the  
privileges and appurtenances to the same belonging, and all the rents, issues, and  
profits thereof: **To have and to hold** the same to the only proper use of the said

Howard Glitt and Helene Glitt

their heirs, and assigns forever,

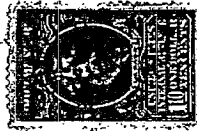
**And the said**

Claude Elton Rhoad and Jean Cavinee Rhoad

for themselves and their heirs, executors and administrators,  
do hereby **Covenant** with the said Howard Glitt and Helene Glitt

their heirs, and assigns,

that they are the true and lawful owners of the said premises,  
and have full power to convey the same; and that the title so conveyed is  
**Clear, Free and Unincumbered; And Further,** That they do  
**Warrant and will Defend** the same against all claim or claims, of all persons  
whomsoever; save and except taxes for the year 1964 and thereafter which the  
grantees herein assume and agree to pay



**In Witness Whereof,** The said Claude Elton Rhoad and

Jean Cavinee Rhoad, husband and wife, the signature of the said Claude  
Elton Rhoad being affixed by the said Jean Cavinee Rhoad by virtue of the authority  
granted by a certain power of attorney recorded in Fayette County Power of  
Attorney Record 2, Page 230,

who hereby release all their right and expectancy of **Dower** in the said  
premises, have hereunto set their hands this

1st day of September in the year of our Lord

one thousand nine hundred sixty-four.

Signed and acknowledged in presence of

Dorothy E. Dwyer  
Richard P. Kautzin

Claude Elton Rhoad  
Claude Elton Rhoad  
By: Jean Cavinee Rhoad  
Jean Cavinee Rhoad

Transferred Sept 2, 1964  
Received Sept 2, 1964  
Time 11:05 A.M.  
Recorded 9-4-64  
Recorder's Fee 3.00  
Recorder E. J. De...  
R. O. K. ...

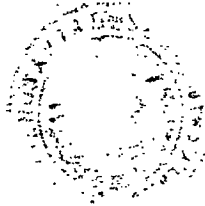
Jean Cavinee Rhoad  
Jean Cavinee Rhoad

State of Ohio, County of Fayette, SS.  
Be it Remembered, That on this 1st day of  
September, in the year of our Lord one thousand nine hundred  
sixty-four, before me, the subscriber, a Notary Public  
in and for said county, personally came

Claude Elton Rhoad, by Jean Cavinee Rhoad, his Attorney in fact, and  
Jean Cavinee Rhoad

the grantor s in the foregoing Deed, and acknowledged the signing  
thereof to be their voluntary act and deed

In Testimony Whereof, I have hereunto subscribed  
my name and affixed my notarial seal  
on the day and year last aforesaid.



*Mary E. Smier*  
Mary E. Smier, Notary Public, Fayette  
Co., Ohio. Comm. Exp. 4-26-67

This instrument prepared by Richard P. Rankin

Barbara A. Zookama, Recorder (1911)

23711

# Warranty Deed

Claude Elton Rhoad and  
Jean Cavinee Rhoad

TO

Howard Glitt and Helene Glitt

Transferred September 2, 1964

Henry R. Allen  
COUNTY AUDITOR

RECEIVED FOR RECORD  
FEE \$3.00  
BY [Signature]

SEP 2 11 45 AM 1964  
FAYETTE COUNTY  
V. C. RANKIN, REC'D

RICHARD P. RANKIN  
ATTORNEY AT LAW  
158 E. COURT STREET  
WASHINGTON C. H., OHIO

V. C. #110

# Know all Men by these Presents

That F. E. Osborne and Hyacinth Osborne, husband and wife

in consideration of One Dollar and other good and valuable consideration  
of Fayette County, Ohio,

to them in hand paid by Richard E. Bowers and Dorpen M. Bowers

whose address is Good Hope, Ohio

do hereby Grant, Bargain, Sell and Convey  
to the said Richard E. Bowers and Dorpen M. Bowers,

their heirs and  
assigns forever, the following described Real Estate, situate in the Village  
of Good Hope in the County of Fayette  
and State of Ohio., and in the Township of Wayne:

BEGINNING AT a stone in Lyndon and Good Hope Pike 75 feet 2 inches West of  
the Southwest corner of the one acre of land conveyed by Henry R. Whittington  
to Theodore Teibe by deed dated July 26, 1879, recorded in Vol. 4 at page 355,  
said stone also being the Southwest corner of the one-half acre of land conveyed  
by Fred Weller to S. J. Davis by deed dated Sept. 18, 1885, recorded in Vol. 11,  
page 583, of said deed records and also being the Southwest corner of the lands  
at present owned and occupied by Warren Ogle; thence with the West line North 8°  
15' E. (former call N. 8° 15' W.) 18 poles to a stone in the line of J. H.  
Parrett and the Northwest corner of said Ogle; thence with Parrett's line North  
84° 15' W. 129 feet to a stone in said line Northeast corner to Lucretia Arthur;  
thence with said Arthur's line South 8° 15' W. 18 poles to a stone in said  
Chillicothe Road or Lyndon Pike, Southeast corner of said Arthur; thence with  
said Pike E. 129 feet to the BEGINNING, containing seven-eighth of an acre of

Vol 106 Page 209

Agnes A. See

Washington Court House, Ohio, Wife All

That the persons inheriting said Real Estate and the interest by each inherited are as follows:

Names	P. O. Address	Relationship	Interest Passing
Transferred <u>Sept. 14, 1964</u>			
Received <u>9-14-64</u>			
Time <u>1:44 PM</u>			
Recorded <u>9-15-64</u>			
Recorder's Fee <u>\$2.00</u>			
Recorder <u>Elmer W. Johnson</u>			
<u>Ray O. K. Boulton, Dep.</u>			

It appearing to the satisfaction of this Court that all the provisions of law relative to the transfer of real estate of deceased persons have been fully complied with, it is ordered that such real estate be transferred upon the tax duplicate, to the names of the persons set forth, and that this certificate be recorded by the

Recorder of Fayette County, in the deed records of said County. IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, this 30 day of June, 1964

Charles A. Schwartz  
Probate Judge  
Deputy Clerk

23799

No. E7725 Page 25

Doc. 14 PROBATE COURT

Fayette County, O.

In the Matter of the Estate of

Fred O. See Deceased

CERTIFICATE FOR TRANSFER OF REAL ESTATE

Transferred Sept. 14, 1964

By Nancy R. P. [unclear] Auditor

at 11:44 AM Deputy

Received for Record

RECEIVED FOR RECORD

at 1:44 PM DEPUTY RECORDER

Recorded 9-15-64

BY Elmer W. Johnson Recorder

RECORDED 17

By Ray O. K. Boulton Deputy

Elmer W. Johnson, Probate Judge, Fayette County, Ohio 63-8-6

W. E. Lawrence  
17 E. 4030  
2-15-65

# Know all Men by these Presents

That Claude Elton Rhoad and Jean Cavinee Rhoad, husband and wife, of Fayette County, Ohio, in consideration of One Dollar and other valuable considerations to them in hand paid by Theodore E. Utermoehlen and Clarice Utermoehlen whose address is [unclear] do hereby Grant, Bargain, Sell and Convey to the said Theodore E. Utermoehlen and Clarice Utermoehlen their heirs and assigns forever, the following described Real Estate, situate in the Township of Conard in the County of Fayette and State of Ohio.

Beginning at an iron pin on the N.E. corner of the Theodore E. Utermoehlen Lot, thence with the north line of the aforementioned lot, South 90 deg. 00' West, 164.38 lineal feet to an iron pin, said point being the NW corner of said lot; thence with the west line of said Lot North 27.78 lineal feet to an iron pin; thence South 86 deg. 00' East, 164.78 lineal feet to an iron pin; thence South 14.40 lineal feet to an iron pin the place of beginning. Containing 0.08 acres more or less.

VOL. 106 PAGE 272

APPROVED BY  
FAYETTE COUNTY COMMISSIONERS

NO FLAT REQUIRED

*Marilyn Kelly*  
m. 47

and all the Estate, Right, Title and Interest of the said grantors in and to said premises;  
To have and to hold the same, with all the privileges and appurtenances thereunto  
belonging, to said grantees, their heirs and assigns forever.

And the said

Claude Elton Rhoad and Jean Cavinee Rhoad

do hereby Covenant and Warrant that the title so conveyed is Clear, Free and  
Unincumbered, and that they will defend the same against all lawful claims of  
all persons whomsoever, save and except taxes and assessments for the year 1964

and thereafter which the grantees herein assume and agree to pay.

In Witness Whereof, the said Claude Elton Rhoad

and Jean Cavinee Rhoad, husband and wife, who  
hereby release all their right and expectancy of dower in said premises, have  
hereunto set their hands, this tenth day of September  
in the year A. D. nineteen hundred and sixty-four

Signed and acknowledged in presence of us:

*Richard P. Rankin* \_\_\_\_\_ *Claude Elton Rhoad, by*  
*Mary E. Sauer* \_\_\_\_\_ *Jean Cavinee Rhoad*  
\_\_\_\_\_ *Jean Cavinee Rhoad*

State of Ohio, Fayette County, ss.

On this 10th day of September A. D. 1964, before me, a Notary Public  
in and for said County, personally came  
Claude Elton Rhoad and Jean Cavinee Rhoad

acknowledged the signing thereof to be the grantors in the foregoing deed, and  
their voluntary act and deed.  
Witness my official signature and seal on the day last above mentioned.



*Mary E. Sauer*  
Mary E. Sauer, Notary Public, Fayette  
County, Ohio, Commission Expires 4-26-68

Subscribed and sworn to before me on this 10th day of September 1964  
at 9:40 A.M. in the County of Fayette, Ohio.  
My commission expires on 4-26-68.  
Recorder *Wm. W. Stewart*

This instrument prepared by *Richard P. Rankin*

23602  
**Warranty Deed**

Claude Elton Rhoad and  
Jean Cavinee Rhoad

TO

Theodore H. Utermohlen  
and Clarice Utermohlen  
*Wm. W. Stewart*

Transferred *Sept 10* 1964

*Mary E. Sauer*  
COUNTY AUDITOR

STATE OF OHIO

COUNTY DEEDS FOR RECORD SS

RECEIVED FOR RECORD ON THE  
1964  
COUNTY RECORDER

May 15 1964  
at 15:40 PM - 884 M

and RECORDED *15419* in  
DEED BOOK *15419* PAGE

FAYETTE COUNTY  
RECORDS

COUNTY RECORDER

RECORDERS FEE \$

RICHARD P. RANKIN  
ATTORNEY AT LAW  
128 E. COURT STREET  
WASHINGTON C. H., OHIO

No Revenue Required

Case # 23802

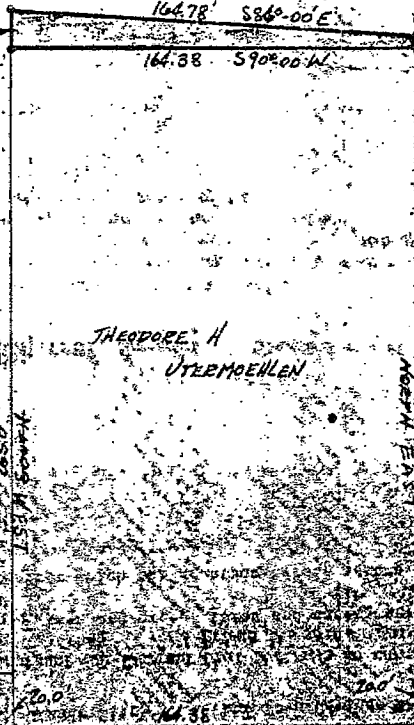
CERTIFICATE OF SURVEY

Washington C.H., Ohio  
August 28, 1964

I certify I have this date made a survey of a portion of the lands of Claude Elton Rhoad & Jean Cavinee Rhoad situate in Concord Township, Fayette County, Ohio.

• denotes iron pin  
Scale 1"=50'

27.78  
164.78 S84°00'E  
164.38 S90°00'W  
14.40



THEODORE H.  
UTERMÖHLEN

APPROVED BY  
FAYETTE COUNTY COMMISSIONERS  
PLAT REQUIRED  
*Madge Kelly*

Survey made for Theodore H. Utermöhlen of the purpose of  
Jean C. Rhoad.

Widber...  
Reg. Surveyor 1093

3 274



GENERAL WARRANTY DEED

(R. C. 5302.05)

Claude Elton Rhoad and Jean Cavinee Rhoad, husband and wife, of Fayette County, Ohio, for a valuable consideration paid, grant, with general warranty covenants, to Lowell R. Whittridge and Jo Ann Whittridge, husband and wife, whose tax mailing address is 918 Van Deman Street, Washington C. H., Ohio, the following real property:

Situate in Concord Township, Fayette County, Ohio, and in Survey No. 626:

Beginning at the intersection of the centerline of the Mark Road and the centerline of U. S. Route #62; thence with the centerline of the Mark Road East 233.64 lineal feet to a railroad spike, said point being the southwest corner of the Theodore H. Utermohlen and Clarice Ann Utermohlen property as the same is shown of record in Deed Record 103, page 555, Records' Office, Fayette County, Ohio; thence with the west line of the aforementioned Utermohlen property North 262.71 lineal feet to an iron pin, passing an iron pin on line at 20.0 lineal feet; thence North 86°-00' West 209.88 lineal feet to a point in the centerline of U. S. Route #62, passing an iron pin on line at 179.81 lineal feet; thence with the centerline of U. S. Route #62 South 4°-00' West 265.0 lineal feet to the place of beginning, containing 1.36 acres more or less, but subject to all legal rights-of-way.

Reserving however, to said Grantors herein the right and privilege of laying a pipe line for natural gas across the lot herein conveyed to other lands of the grantor adjoining the premises herein conveyed.

In accepting this conveyance and as a part of the consideration therefor, the Grantees for themselves and their heirs and assigns covenant with the grantors, that said grantees, their heirs and assigns will not:

1. Sell or allow to be sold on said lot any liquor, whether spirited, vinous or fermented, or use said lot for any business purpose whatsoever, other than that of a private single dwelling for one family.
2. No dwelling shall be erected on said lot which shall cost less than \$10,000.00 and said dwelling shall have a minimum of 1500 square feet on one floor, and no outside toilets shall be erected or used in connection with said dwelling.
3. Said dwelling shall not extend nearer than 75 feet from the east right of way line of U. S. Route 62 or the north right of way line of Mark Road, nor nearer than 15 feet from any other abutting lot line.

This description is according to a survey made by Wilbert C. Benedum, Registered Surveyor #4093, dated August 28, 1964.

Prior instrument reference: Deed Record 83, page 151.

Each of the grantors also release all rights of dower therein.

Witness our hands this 28<sup>th</sup> day of August, 1967.

Signed and acknowledged  
in the presence of:

Claude Elton Rhoad  
Claude Elton Rhoad

R. L. Brubaker  
Hanna F. Kroll

Jean Cavinee Rhoad  
Jean Cavinee Rhoad

State of Ohio, Fayette County:

On this 28<sup>th</sup> day of August, 1967, before me, a Notary Public  
in and for said state, personally appeared the above-signed Claude  
Elton Rhoad and Jean Cavinee Rhoad, husband and wife, and acknowledged  
the signing of the foregoing deed to be their voluntary act.

APPROVED BY  
FAYETTE COUNTY COMMISSIONERS  
NO PLAT REQUIRED

Mary Travis

R. L. Brubaker  
R. L. BRUBAKER  
NOTARY PUBLIC STATE OF OHIO  
By commission exp. 10-1-68  
R. L. BRUBAKER  
NOTARY PUBLIC STATE OF OHIO  
By commission exp. 10-1-68

RECEIVED FOR RECORD  
296.75

TRANSFERRED August 28 19 67 AUG 29 10 13 AM '67

Mary Travis  
COUNTY AUDITOR

Lois M. Burchett  
FAYETTE COUNTY CLERK  
WASHINGTON COUNTY HOUSE  
OHIO

VOL 113 PAGE 599  
RECORD Deed  
FEE \$ 2.00



This instrument prepared by:  
R. L. Brubaker, Attorney at Law  
Washington C. H., Ohio

Mail.  
Lowell R. Whittridge  
918 The Demar  
Washington P. H., D.

Rev. 9.1.65

VOL 113 PAGE 600

90-2063

AFFIDAVIT IN AID OF TITLE

After reviewing the deeds granted by our parents, Claude Elton Rhoad and Jean C. Rhoad to Theodore J. Utermoehlen and Clarice Ann Utermoehlen (Vol 103, Page 556) on August 26, 1963, and to Howard E. Glitt and Helene Glitt (Vol 91, Page 476) on June 3, 1957, it is apparent that there is a mistake in Restriction #3 of a third deed for land located between the two parcels referenced above.

The third deed was granted by our parents to Howard Glitt and Helene Glitt (Vol 106, Page 207) on September 1, 1964. The first two deeds correctly state "Said dwelling shall not be erected nearer than 75 feet to the north line of the right-of-way of the Mark Road ..." This third deed, however, erroneously states "...nearer than 100 feet to the east line..." The correct wording of the third restriction in said deed should be stated in its entirety as follows:

"3. Said dwelling shall not be erected nearer than 75 feet to the north line of the right-of-way of the Mark Road on which said lot fronts, nor nearer than fifteen feet to either of the side lines of the said property."

Since it was the intention of our parents that all of the lots sold by them contain at least one full acre for a single family residence, a fourth parcel granted by our parents to Howard E. Glitt and Helene Glitt (Vol 104, Page 606) in August, 1963 which is thirty feet in width and

TRANSFER NOT NECESSARY 7-9-1990  
MARY Lou JOHNSON ex. Administratrix

adjoins the third parcel above must be included with said third parcel before a dwelling may be erected. The third parcel (Vol 106, Page 207) contains 0.83 acres and the fourth parcel (Vol 104, Page 606) contains 0.183 acres. Together these parcels contain 1.013 acres which is sufficient for one dwelling. All restrictions stated in either deed shall apply to the new combined deed.

All of the heirs of Claude Elton Rhoad and Jean C. Rhoad take the positions stated above in order to treat all grantees of residential lots in an equitable manner. This property is now owned by Mr. & Mrs. Walter Karnes.

Signed and acknowledged in the presence of:

Date: July 5, 1990

[Signature]  
[Signature]  
[Signature]

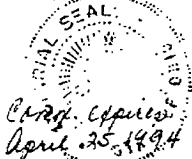
John L. Rhoad  
John L. Rhoad  
Martha Rhoad Cooper  
Martha (Rhoad) Cooper  
Maryann (Rhoad) Hoskinson  
Maryann (Rhoad) Hoskinson

State of Ohio, County of Fayette, ss.

Be it remembered, that on this 5<sup>th</sup> day of July, in the year of our Lord 1990, before me, the subscriber, a notary public in and for said county, personally came John L. Rhoad, Martha Rhoad Cooper, and Maryann Rhoad Hoskinson the grantors of this affidavit and acknowledged the signing thereof to be their voluntary act and deed.

Vol. 167 Page 1088  
Record 1088  
Fee 11.00

In testimony whereof, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid. RECEIVED FOR RECORD 90-2063



[Signature]  
Notary Public  
JUL 9 2 42 PM '90  
BARBARA A. ZOOSMA  
FAYETTE CO. RECORDER  
WASHINGTON CH., OHIO