

*Cover page for:*

**Preliminary Title Opinion  
(with copies of recorded exceptions)**

*Preliminary title opinion provided by:*

**Assured Title Agency, Inc.**

**(Dated February 1, 2023)**

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**Parts of Auction Tracts 2, 3 & 4  
(Hancock County, Ohio)**

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*For June 29, 2023 auction to be conducted by:*

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

*On behalf of:*

**Kinder-Segen, LLC**

## OPINION OF TITLE

Re: Karl Rieman Estate  
98.399 acres CR 313  
Rawson, OH 45881

This is to certify that we have examined the title to the following described premises:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being part of the Northeast Quarter ( $\frac{1}{4}$ ) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, and containing 160 acres, more or less, described as the Northeast Quarter of Section 27, Union Township, LESS AND EXCEPT the following ten tracts:

Tract I:

Being a part of the Northeast Quarter ( $\frac{1}{4}$ ) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at the Southeast corner of said Northeast Quarter of Section 27; thence with the East line of said Northeast Quarter, being also the centerline of Township Road No. 56, NORTH, a distance of 198 feet to a point; thence parallel to the South line of said Northeast Quarter, North  $89^{\circ}20'$  West, a distance of 220.00 feet to an iron stake and passing an iron stake set at 20 feet; thence South, a distance of 198 feet to an iron stake set in the South line of said Northeast Quarter; thence with the South line of said Northeast Quarter of Section 27, South  $89^{\circ}20'$  East, a distance of 200.00 feet to the point of beginning and passing an iron stake set at 200 feet, the above tract containing 1.000 acres of land.

Tract II:

Being a part of the Northeast Quarter ( $\frac{1}{4}$ ) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, the following described tract of land:

Beginning at the intersection of the East line of said Northeast Quarter with the centerline of the Findlay-Lima Road (Old U.S. Route No. 25), and described as lying South, a distance of 119.56 feet from the Northeast corner of said Section 27; thence from the above described point of beginning and along the centerline of the Findlay-Lima Road, South 49°46' West, a distance of 327.47 feet; thence at right angles, South 40°14' East, a distance of 46.44 feet to an iron stake; thence parallel to the East line of said Northeast Quarter and 220 feet West therefrom, South, a distance of 1188.00 feet to an iron stake; thence South 89°45' East, a distance of 220.00 feet to the East line of said Northeast Quarter; thence with said East line, North, a distance of 1435.93 feet to the point of beginning and containing 6.801 acres of land.

Tract III:

Five (5) acres located along the South line of old U.S. 25 (Findlay-Lima Road) and described as beginning at the intersection of the Center line of old U.S. 25 and the East line of said Section; thence with said centerline of said Road, South 49°46' West a distance of 712.02 feet to the principal point of beginning of the said 5 acres exception; thence from said principal point of beginning and along the centerline of said Road South 49°46' West a distance of 946.95 feet to point; thence at right angles to said centerline South 40°14' East, a distance of 230 feet to an iron stake and passing an iron stake at 30 feet; thence parallel with said centerline, North 49°46' East, a distance of 946.95 feet; thence North 40°14' West a distance of 230 feet to the place of beginning, passing an iron stake set at 200 feet.

Tract IV:

Known as the West 17.37 acres off of the North Half (½) of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, and more particularly described as follows:

Commencing at the Northwest corner of the said North Half of said Northeast Quarter of Section aforesaid; thence East 563.39 feet to a corner; thence South 1343 feet; thence West 563.39 feet to a post; thence North 1343 feet to the place of beginning.

## Tract V:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the Northeast Quarter ( $\frac{1}{4}$ ) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at an iron stake found marking the Northeast corner of the Northeast Quarter of Section 27; thence along the East line of said Northeast Quarter, also being the centerline of Township Road No. 56, South  $00^{\circ}40'20''$  East, a distance of 119.66 feet to a railroad spike reset marking the intersection of said East line with the centerline of County Road No. 313; thence along said centerline South  $49^{\circ}05'10''$  West, a distance of 1149.95 feet to a nail set; thence parallel with said East line of the Northeast Quarter of Section 27, North  $00^{\circ}40'20''$  West, a distance of 872.84 feet to a nail set on the North line of said Northeast Quarter and passing iron stakes set at 46.44 feet and 852.84 feet; thence along said North line, also being the centerline of County Road No. 26, South  $90^{\circ}00'00''$  East, a distance of 877.85 feet to the point of beginning and containing 10.000 acres of land, more or less, subject however to all legal highways and prior easements of record.

## Tract VI:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the Northeast Quarter ( $\frac{1}{4}$ ) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Commencing at an iron pin found set marking the Northeast corner of Section 27; thence along the centerline of Township Road Number 56, south, a distance of 119.66 feet to a railroad spike found set on the intersection of Township Road Number 56 and County Road Number 313; thence along the centerline of County Road Number 313, South  $49^{\circ}46'$  West a distance of 327.47 feet to a railroad spike set, being the principal point of beginning of the tract of land to be herein described; thence continuing along said centerline, South  $49^{\circ}46'$  West, a distance of 384.55 feet to a point, thence South  $40^{\circ}14'$  East, a distance of 230.00 feet to a point, and passing an iron found set at 30.00 feet; thence South  $49^{\circ}46'$  West, a distance of 189.39 feet to an iron found set; thence South  $40^{\circ}14'$  East, a



distance of 25.00 feet to an iron set; thence North 66°11'08" East, a distance of 331.69 feet to an iron set on the Southwest corner of Lot Number Three (3) of the Barber Subdivision; thence along the West line of Lots Numbers Two (2) and Three (3) of the Barber Subdivision, North, a distance of 396.00 feet to an iron found set; thence North 40°14' West, a distance of 46.44 feet to the principal point of beginning, and passing an iron set at 30.00 feet Southeast thereof, and containing 2.365 acres of land, more or less, subject however to all legal highways and prior easements of record.

Tract VII:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One 91) South, Range Nine (9) East, a tract of land bounded and described as follows:

Commencing at an iron found set marking the Northeast corner of Section 27; thence along the centerline of Township Road Number Fifty-six (56), South, a distance of 119.66 feet to a railroad spike found set on the intersection of Township Road Number 56 and County Road Number 313; thence along the centerline of County Road Number 313, South 49°46' West, a distance of 1658.97 feet to a nail set, being the principal point of beginning of the tract of land to be herein conveyed; thence continuing along said centerline, South 49°46' West, a distance of 95.00 feet to a nail set; thence along the centerline of ditch, South 9°06'45" West, a distance of 189.06 feet to a point; thence continuing along said centerline, South 2°32'14" East, a distance of 144.92 feet to a point; thence North 49°46' East, a distance of 337.36 feet to an iron found set, and passing an iron set at 34.00 feet; thence North 40°14' West, a distance of 230.00 feet to the principal point of beginning, and passing an iron set at 30.00 feet Southeast thereof, and containing 1.178 acres of land, more or less, subject however to all legal highways.

Tract VIII

Situated in Union Township, County of Hancock, State of Ohio and being a part of the NE1/4 of Section 27, T1S, R9E, a tract of land bounded and described as follows:

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Commencing at an iron pin found marking the northeast corner of said NE1/4; thence along the North line of said NE1/4, N 88°35'50"W, a distance of 1541.86 feet to a P.K. Nail set; thence S 00°43'50"W, a distance of 527.01 feet to a 5/8" rebar set and being the principal point of beginning of the tract to be herein conveyed.

Thence S 89°16'10"E, a distance of 469.96 feet to a 5/8" Rebar set;

Thence S 00°43'50"W, a distance of 516.55 feet to a P.K. nail set on the centerline of County Road No. 313, (60' R/W) and passing a 5/8" Rebar set 39.18 feet North thereof;

Thence along said centerline of County Road No. 313, S 50°42'19"W, a distance of 613.71 feet to a P.K. Nail set;

Thence N 00°43'50"E, a distance of 911.24 feet to the principal point of beginning and passing a 5/8" Rebar set 39.18 feet;

Said tract containing 7.702 acres of land, more or less, of which 0.423 acres lies in the right-of-way of County Road No. 313 and subject to any prior easements of record.

Tract IX

Situated in Union Township, County of Hancock, State of Ohio and being a part of the NE1/4 of Section 27, T1S, R9E, a tract of land bounded and described as follows:

Beginning at a mag nail found on the north line of the NE1/4 of Section 27 and described as lying N 88°35'50"W, a distance of 877.86 feet from an iron pin found marking the Northeast corner of said NE1/4; said point of beginning also marking the Northwest corner of a tract of land previously conveyed in Deed Volume 589, Page 761 of the Hancock County Deed Records;

Thence from the above described point of beginning and along the west line of said tract, S 00°43'50"W, a distance of 872.86 feet to a mag nail found on the centerline of County Road No. 313, (60' R/W) and passing a 5/8" rebar set 39.18 feet north thereof; said nail marking the southwest corner of said tract;

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Thence along said centerline of County Road No. 313, S 50°42'19"W, a distance of 253.34 feet to a P.K. nail set;

Thence N 00°43'50"E, a distance of 516.55 feet to a 5/8" rebar set and passing a 5/8" Rebar set at 39.18 feet;

Thence N 89°16'10"W, a distance of 469.96 feet to a 5/8" Rebar set;

Thence N 00°43'50"E, a distance of 527.01 feet to a P.K. Nail set on said North line of the NE1/4 of Section 27 and passing a 5/8" Rebar set 20.00 feet south thereof;

Thence along said North line also being the centerline of County Road No. 26, (40' R/W), S 88°35'50"E, a distance of 664.00 feet to the point of beginning and containing 9.911 acres of land, more or less, of which 0.30 acres lies in the right-of-way of County Road No. 26 and 0.174 acres lies in the right-of-way of County Road No. 313 and subject to any prior easements of record.

Tract X.

Situated in Union Township, County of Hancock, State of Ohio and being a part of the NE ¼ of Section 23, T1S, R9E, a tract of land to be dedicated to Hancock County for Highway right of way, bounded and described as follows:

Beginning at a PK Nail found on the North Line of the NE ¼ of Section 27 and described as lying N 81° 35' 50" W, a distance of 1541.86 feet from an iron pin found marking the Northeast corner of said NE ¼, said point of beginning also marking the Northeast corner of the original 98.673 acre tract of land previously conveyed in Volume 2127, Page 86 of the Hancock County Official records from which the herein described tract is being dedicated;

Thence along the East line of said original 98.673 acre tract, S 90° 43' 50" W, a distance of 40.00 feet to a 5/8" Rebar set;

Thence parallel with the North line of said Northeast ¼ of Section 23, N 88° 35' 50" W, a distance of 300.00 feet to a 5/8" Rebar set;

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Thence at a right angle, N 01° 24' 16" E, a distance of 40.00 feet to a mag nail set on the North line of said Northeast ¼, also being the centerline of County Road No. 26;

Thence along the North line of said Northeast ¼ and the centerline of County Road No. 26, S 88° 35' 50" E, a distance of 299.53 feet to the point of beginning and containing 0.275 acres of land, more or less and subject to any prior easements of record.

Note: All bearings called are based on Ohio Grid State Plane Coordinates, North Zone. All distances called are ground distances.

Note: All 5/8" Rebars called as set are 30" long with an orange plastic cap stamped "VHHA" 4561.

Containing after said exceptions 98.399 acres, more or less.

Parcel No. 44-0001028651

Map No. 1909-270-00-001

**NOTE: A NEW SURVY IS REQUIRED FOR THIS PARCEL**

We hereby certify that in our opinion a good and merchantable title to the aforescribed premises is vested in the name of Kinder-Segen, LLC, (undivided 1/2 interest), as shown in Volume 2433, Page 215 of the Official Records of Hancock County, Ohio; Karl L. Rieman, Successor Trustee of the Teresa A. Rieman Living Trust dated October 19, 2001 (undivided 1/2 interest) as shown in Volume 2383, Page 1695 and Volume 2127, Page 69 of the Official Records of Hancock County, Ohio.

SUBJECT ONLY TO THE FOLLOWING:

**REAL ESTATE TAXES AND ASSESSMENTS:**

1. Real estate taxes and assessments, if any, for the first half of the year 2022, in the amount of \$1,069.53, are paid.
2. Real estate taxes and assessments, if any, for the last half of the year 2022, in the

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amount of \$1,069.53, are paid.

3. Real estate taxes and assessments, if any, for the year 2023 are a lien and have not yet been determined.

**MORTGAGES:**

1. None.

**OTHER:**

1. Any and all zoning regulations and/or zoning ordinances.
2. Right of Way from Orton V. Guin et al. to Sohio Pipe Line Company, a Delaware Corporation, dated February 27, 1946, filed for record May 18, 1946 at 11:06 AM in Volume 220, Page 214 of the Deed Records of Hancock County, Ohio.
3. Right of Way from O.V. Guin and Maud Guin and Russell V. Guin to Central Ohio Light & Power, dated March 4, 1937, filed for record March 15, 1937 at 1:56 PM in Volume 197, Page 85 of the Deed Records of Hancock County, Ohio.
4. Right of Way from O.V. Guin et al. to The Buckeye Pipe Line Company, dated November 14, 1940, filed for record January 21, 1941 3:34 PM in Volume 206, Page 509 of the Deed Records of Hancock County, Ohio.
5. Right of Way from Orton V. Guin et al to The Standard Oil Company, dated February 28, 1938, filed for record September 2, 1938 at 10:17 AM in Volume 202, Page 249 of the Deed Records of Hancock County, Ohio. Assigned from The Standard Oil Company, an Ohio Corporation to Inland Corporation, an Ohio Corporation, dated November 1, 1950, filed for record February 24, 1951, at 9:45 AM in Volume 238, Page 112 of the Deed Records of Hancock County, Ohio.
6. Channel Change from Delbert Guin et al. to Department of Highway, State of Ohio, dated June 7, 1932, filed for record September 7, 1932 at 1:27 PM in Volume 186, Page 413 of the Deed Records of Hancock County, Ohio.
7. Easement from Arthur R. Barber and Inez M. Barber, his wife to Ohio Power Company, dated February 4, 1964, filed for record February 25, 1964 at 11:10 A.M., in Volume 308, Page 227 of the Deed Records of Hancock County, Ohio.

8. Oil & Gas Lease from Arthur R. Barber and Inez M. Barber to Glen Dial, Jr., dated March 11, 1964, filed for record June 15, 1964 at 1:30 P.M., in Volume 53, Page 415 of the Lease Records of Hancock County, Ohio.
9. Memorandum of Trust from Karl L. Rieman and Teresa A. Rieman, Trustees to Karl L. Rieman Living Trust, dated October 19, 2001, filed for record January 16, 2002 at 3:44 P.M., in Volume 2127, Page 83 of the Official Records of Hancock County, Ohio.
10. Memorandum of Trust from Teresa A. Rieman and Karl L. Rieman, Trustees to Teresa A. Rieman Living Trust, dated October 19, 2001, filed for record January 16, 2002 at 3:44 P.M., in Volume 2127, Page 66 of the Official Records of Hancock County, Ohio.
11. Agreement between Albert Guin and The Buckeye Stave Company,( to remove timber) dated May 28,1906, filed for record June 16, 1906, at 3:04 PM in Volume 27, Page 308, of the Lease Records of Hancock County, Ohio
12. Right of Way Easement from James Guin to The Buckeye Pipe Line Company, dated July 26, 1904, filed for record, December 4, 1918, at 8:45 AM in Volume 30, Page 381 of the Deed Records of Hancock County, Ohio.
13. Oil and Gas Lease from Karl L. Rieman and Teresa A. Rieman, husband and wife to Palladian Enterprises Inc., dated March 30, 1993, filed for record August 30, 1993, at 9:06 AM, in Volume 947, Page 276 of the Official Records of Hancock County, Ohio. Assigned from Palladian Enterprises Inc., to Meridian Oil Inc., dated October 14, 1994, filed for record December 20, 1994, at 11:02 AM in Volume 1122, Page 22 of the Official Records of Hancock County Ohio.

This Title Opinion is subject to the compliance with "Consumer Credit Protection," "Truth in Lending," or similar laws.

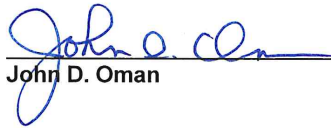
The above Opinion is made subject to the right of any person or persons in possession of said premises or who has or have any unpaid accounts for labor performed or material furnished within the time frame from this date as prescribed in the Ohio Mechanic's Lien Law as found in Chapter 1311 of the Ohio Revised Code, and to special taxes and assessments not shown by the County Treasurer's Records.

The above Opinion is based on a search in said County of the Records of the Recorder, Auditor, Treasurer, Probate Judge, Sheriff, and Clerk of Courts, and contains every instrument on record as revealed by the indexes constituting a lien against said premises.

This Opinion of Title covers the period of time of the past Forty (40) years and is made for the benefit of Karl Rieman Estate.

Dated at the City of Findlay, County of Hancock and State of Ohio, this 1st day of February, 2023 at 8:30 A.M.

**ASSURED TITLE AGENCY INC.**  
**301 South Main Street, 4<sup>th</sup> Floor**  
**Findlay, Ohio 45840**  
**(419) 423-0060**

  
\_\_\_\_\_  
John D. Oman

JDO: csw

act and deed for the uses and purposes therein set forth.  
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at Findlay Ohio, this 24th day of April, 1946.

Bernneice Stears  
BERNNEICE STEARS Notary Public.  
My Comm. Ex. 8/21/47

Bernneice Stears,  
Notary Public  
Hancock Co., Ohio (Seal)

Filed for record May 18, 1946 at 11:04 o'clock A. M.  
Recorded June 20, 1946. C. L. Mergenthaler, County Recorder.  
Fee \$ .90 Paid

-3530-  
Orton V. Guin et al  
TO  
Sohio Pipe Line  
Company

EASEMENT  
PIPE LINE RIGHT OF WAY

IN CONSIDERATION of the sum of one Dollars (\$1.00), receipt of which is hereby acknowledged, and the further consideration of one dollar per lineal rod of the route selected by the Grantee, to be paid when this grant shall be used or occupied, the undersigned Orton V. Guin and Gail Guin, husband and wife. Bluffton Ohio Route 1. and Russell L. Guin and Elizabeth Guin, his wife of Danville Ill. 207 E. Raymond St.

hereinafter called "Grantor," hereby grants unto SOHIO PIPE LINE COMPANY, a Delaware Corporation, its successors and assigns, the Grantee, the right to lay, maintain, operate, repair, replace and remove a pipe line and all necessary fixtures, equipment and appurtenances thereto, over, through and across the following described lands, situate in Union Township, Hancock County, State of Ohio, and bounded and described as follows:

The Northwest Quarter of Section 27, except 17/37 acres in the Northwest corner, in Township 1. South, Range 9 East containing 142.63 more or less  
ON THE NORTH by the lands of M. R. Merts & A. T. Spurlock  
ON THE EAST by the lands of J. O. Moffit  
ON THE WEST by the lands of Homer Green & A. T. Spurlock  
ON THE SOUTH by the lands of Melvin Williamson

it being intended by the foregoing description to include all of the land of the Grantor in Section 27, Town 1 South. Range 9 East in said County together with the right of ingress and egress to and from the same, such right-of-way to be along such route as may be selected by the Grantee.

Said Grantor and Grantor's heirs and assigns reserve the right fully to use and enjoy the said premises except insofar as such use and enjoyment shall be inconsistent with the exercise by the Grantee of the rights herein granted to it. The Grantee, by the acceptance hereof, agrees to bury said pipe line so that it will not interfere with the cultivation of the land and also to pay any damages to crops, buildings, drain tile, fences and timber arising from the exercise by the Grantee of any of the rights herein conferred upon it. And it is further agreed by the undersigned that said Grantee, its successors or assigns, shall have the right, at any time or times, upon payment of the same amount above specified per lineal rod of each such additional pipe line, to lay, maintain, operate, repair, replace and remove additional pipe lines over and through said premises, provided that each additional pipe line is laid substantially parallel to and not more than one rod distant from the first pipe line installed hereunder. The additional line rights herein granted may be assigned or transferred by the Grantee in whole or in part, separate and apart from the first line right hereinabove granted.



It is understood that the person securing this grant has no authority to make any agreement not expressed herein in regard to the subject hereof, and that no such agreement will be binding on the Grantee.

IN WITNESS WHEREOF, these presents have been executed this 27th day of February, 1946.

Signed and acknowledged in presence of:

Jesse Mapes  
JESSE MAPES

I. W. Lang  
I. W. LANG

x Dora K. Demmin  
DORA K. DEMMIN

x Dora K. Demmin  
DORA K. DEMMIN

Approved  
As To Form  
McA., G., H. & N.  
H.V.E.M.

Orton V. Guin  
ORTON V. GUIN

Gail Guin  
GAIL GUIN

Russell L. Guin  
RUSSELL L. GUIN

Elizabeth Guin  
ELIZABETH GUIN

STATE OF Ohio )  
COUNTY OF Hancock ) ss.

Personally appeared before me, a Justice of the Peace in and for said County, Orton V. Guin and Gail Guin who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at Rawson Ohio, this 27th day of February, 1946.

My Commission expires Dec 31 1947

E. B. Auten Justice of the Peace  
E. B. AUTEN  
In and for Hancock County Ohio

STATE OF Illinois )  
COUNTY OF Vermilion ) ss.

Personally appeared before me, a Notary Public in and for said County, Russell L. Guin and Elizabeth Guin, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at Danville Illinois, this 31 day of March, 1946.

Dora K. Demmin  
Notary Public  
Vermilion County, Ill.  
(Seal)

Dora K. Demmin  
Notary Public. DORA K. DEMMIN  
Vermilion County, Illinois  
My Commission Expires March 31, 1948

Filed for record May 18, 1946, at 11:06 o'clock A. M.

Recorded June 20, 1946. C. L. Mergenthaler, County Recorder

Fee \$.90 Paid

-3531-

EASEMENT

PIPE LINE RIGHT OF WAY

Floyd E. Brinkman  
  
TO  
Sohio Pipe Line  
Company

IN CONSIDERATION of the sum of one Dollars (\$1.00), receipt of which is hereby acknowledged, and the further consideration of \$1.00 per lineal rod of the route selected by the Grantee, to be paid when this grant shall be used or occupied, the undersigned Floyd E. Brinkman, a married man 1300 North Main Street Findlay Ohio hereinafter called "Grantor," hereby grants unto SOHIO PIPE LINE COMPANY, a Delaware Corporation, its successors and assigns, the Grantee, the right to lay, maintain, operate, repair, replace and remove a pipe line and all necessary fixtures, equipment and appurtenances thereto, over, through and across the following described lands, situate in

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EASEMENT

O. V. Guin and  
Maud Guin  
TO  
Central Ohio Light  
and Power Company

In Consideration of one dollar (\$1.00) and other valuable con- siderations, receipt whereof is hereby acknowledged, the undersigned hereby grants to CENTRAL OHIO LIGHT & POWER COMPANY, FINDLAY, OHIO, its successors and assigns, the right to construct, operate, and maintain a line of poles, guys, and wires for the transmission and distribution of electricity along the public highways as now located or hereafter to be located or widened upon which said lands adjoin or abut, situated in Section 27, Township of Union, County of Hancock, Ohio, which grantor owns or has an interest in. Permission is hereby granted to trim any trees so as to clear the wires at least forty-eight (48) inches along with the rights and privileges for a three (3) foot overhang of cross arms and appurtenances on the property of the grantor. The privileges and rights described and granted herein shall be exclusive along said route. Center line of poles one foot inside road line fence.

Dated this 4 day of March, 1937.

O. W. Curtiss     Witness  
E. J. Guin         Witness

O. V. Guin  
Maud Guin  
x Russell U. Guin

STATE OF Illinois }  
Vermilion County } SS

Before me, a Notary in and for said County, personally appeared Russell U. Guin, who acknowledged that he, she, or they did sign the foregoing instrument and that the same is his, her, or their free act and deed.

DR

In testimony whereof, I have hereunto subscribed my name at Danville, Illinois, this 5 day of March, 1937.

No. 248  
Lillian Readnour  
Notary Public

My Commission expires Jan. 13, 1941.

Lillian Readnour  
Notary Public  
Vermilion Co., Illinois  
(SEAL)

THE STATE OF Ohio }  
Hancock County } SS

Before me, a Notary Public, in and for said County, personally appeared O. V. Guin, Maud Guin 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 on this 8th day of March, 1937.

H. G. Steegman

My Commission expires Sept. 24, 1939.

Notarial Seal  
Hancock County, Ohio

Filed for Record Moh. 15, 1937 at 1:56 o'clock P. M.

Recorded March 16, 1937, Russell W. Burnhill, Recorder

Fee 85¢ Paid ✓

with ingress and egress to and from the same. The said The Buckeye Pipe Line Company hereby agrees to pay any damages which may be done to crops or fences in erecting and maintaining said line.

The above consideration also in full for construction damage. Poles to be set as close to property line fence as practicable and without the bounds of U. S. Highway No. 25.

IN WITNESS WHEREOF we have hereunto set our hand and seal this 23rd day of November 1940

Signed, Sealed and delivered in presence of

A. C. Miller

A. T. Morrison (L.S.)

L. L. Wise

Gertrude Morrison(L.S.)

AUDITED  
H.M.Hokeman

STATE OF OHIO

} S.S.:

COUNTY OF Hancock

On this 23rd. day of November, A. D. 1940 before me, a Justice of the Peace, personally appeared A. T. Morrison and Gertrude Morrison, husband and wife of Bucyrus, Ohio the grantors above named, and acknowledged the above instrument as their free act and deed, for the uses and purposes therein mentioned, and declared that they are still satisfied therewith.

Witness my hand and official seal.

L. L. Wise  
Justice of the Peace  
My commission expires Jan. 1st. 1942.

(SEAL)

Filed for record January 21, 1941 at 3:33 o'clock P. M.  
Recorded January 22, 1941, Russell W. Barnhill, Recorder.  
Fee 50¢ paid

206/509

-152-

Form A-312 NY43543-1M  
TELEGRAPH RIGHT OF WAY

O. V. Guin et al  
to

The Buckeye Pipe  
Line Company.

FOR AND IN CONSIDERATION of One hundred & fifteen and no/100 Dollars to us in hand paid the receipt of which is hereby acknowledged We, O. V. & Gail Guin, Husband & Wife of RFD Bluffton Ohio & Russell L. & Elizabeth H. Guin - Husband & Wife of Danville, Ill. do hereby grant

to The Buckeye Pipe Line Company, its successors and assigns, the right to erect, maintain and operate a line of poles, with one or more wires thereon, over and across our lands, in the Township of Union, County of Hancock and State of Ohio, bounded and described as follows:

Being 143 acres more or less in the North East 1/4 of Sec 27, Township and County aforesaid

with ingress and egress to and from the same. The said The Buckeye Pipe Line Company hereby agrees to pay any damages which may be done to crops or fences in erecting and maintaining said line.

The above amount in full for construction damage. Poles to be set as close to property line fence as practicable and without the bounds of U. S. Highway N. 25.

IN WITNESS WHEREOF we have hereunto set our hand and seal this 14th day of November 1940

Signed, Sealed and delivered in presence of

A. C. Miller

O. V. Guin (L.S.)

L. L. Wise

Gail Guin (L.S.)

Glenn V. Gill

Russell L. Guin (L.S.)

Phil F. Theurer

Elizabeth H. Guin (L.S.)

(55¢ U. S. Internal Revenue Stamp & Cancelled)

STATE OF OHIO

} S.S.:

COUNTY OF Hancock



On this 14th day of Nov., A. D. 1940 before me, a Justice of the Peace, personally appeared O. V. Guin and Gail Guin, husband & Wife, R.F.D. Bluffton, O. the grantors above named, and acknowledged the above instrument as their free act and deed, for the uses and purposes therein mentioned, and declared that they are still satisfied therewith.

Witness my hand and official seal.

SEAL

AUDITED  
H.M.Hokeman

L. L. Wise  
Justice of the Peace  
My Commission Expires Jan. 1 1942

STATE OF Illinois )  
COUNTY OF Vermillion )

S.S.:

On this 18th day of November, A. D. 1940 before me, a Notary Public, personally appeared Elizabeth H. Guin and Russell L. Guin (207 E. Raymond, Danville, Ill), the grantors above named, and acknowledged the above instrument as their free act and deed, for the uses and purposes therein mentioned, and declared that \_\_\_\_\_ still satisfied therewith.

Witness my hand and official seal.

Lillian Readnour  
Notary Public (Seal)  
Vermillion Co., Illinois.

Lillian Readnour  
My Commission expires Jan. 13, 1941

Filed for record January 21, 1941 at 3:34 o'clock P. M.

Recorded January 22, 1941, Russell W. Barnhill, Recorder.

Fee 70¢ paid

-153-

Form A-312 NY43543-1M

TELEGRAPH RIGHT OF WAY

James Moffitt et ux  
to

The Buckeye Pipe  
Line Company.

FOR AND IN CONSIDERATION of Five and no/100 Dollars to us in hand paid the receipt of which is hereby acknowledged We, James O. & Blanche Moffitt, Husband & Wife of R.F.D. Mt. Cory Ohio do hereby grant to The Buckeye Pipe Line Company, its successors and assigns,

the right to erect, maintain and operate a line of poles, with one or more wires thereon, over and across our lands, in the Township of Union, County of Hancock and State of Ohio, bounded and described as follows:

Being 80 acres more or less in the West 1/2 of the North West 1/4 of Sec 26 Township & County aforesaid with ingress and egress to and from the same. The said The Buckeye Pipe Line Company hereby agrees to pay any damages which may be done to crops or fences in erecting and maintaining said line.

The above amount in full for construction damage. Pole to be set as close to property line fence as practicable and without the bounds of U. S. Highway no. 25. 1 Pole.

IN WITNESS WHEREOF we have hereunto set our hand and seal this 14th day of November 1940

Signed, Sealed and delivered  
in presence of

A. C. Miller

James O. Moffitt (L.S.)

L. L. Wise

Blanche Moffitt (L.S.)

AUDITED  
H.M.Hokeman

STATE OF OHIO )  
COUNTY OF Hancock ) S.S.:

On this 14th day of Nov., A. D. 1940 before me, a Justice of Peace, personally appeared James O. Moffitt & Blanche Moffitt, husband and wife the grantors above named, and acknowledged the above instrument as their free act and deed, for the uses and purposes therein mentioned, and declared that they are still satisfied therewith.

the same are free from all incumbrances whatsoever, and that she will WARRANT AND DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantee, His heirs and assigns, against all lawful claims and demands whatsoever.

And for valuable consideration, \_\_\_\_\_ do hereby remise, release and forever quit-claim unto the said Grantee, \_\_\_\_\_ heirs and assigns, all \_\_\_\_\_ right and expectancy of dower in the above described premises.

IN WITNESS WHEREOF, \_\_\_\_\_ have hereunto set \_\_\_\_\_ hand, the \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord one thousand nine hundred and \_\_\_\_\_.

Signed and acknowledged in the presence of

Mrs. Nettie Andrus

Mrs. Anna Dymond

Jos. Hodgson

STATE OF OHIO

Hancock County

} SS.

BEFORE ME, A Justice of the Peace in and for said county and state, personally appeared the above named Anna E. Dymond

who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand at Findlay, Ohio. this 19th day of May, A. D. 1934.

Jos. Hodgson  
Justice of the Peace

Entered for Transfer Sept. 2, 1938 F. H. Huffman, Auditor WCF

Filed for Record September 2, 1938 at 10:16 o'clock A. M.

Recorded September 6, 1938 Russell W. Barnhill, Recorder

Fee 75c Paid

-2129-

PIPE LINE RIGHT OF WAY

Orton V. Guin et al

IN CONSIDERATION of the sum of One Dollars (\$1.00), receipt of

to

which is hereby acknowledged, and the further consideration of 50

The Standard Oil Co.  
(Ohio)

cents per lineal rod of the route selected by the Grantee, to be paid

when this grant shall be used or occupied, the undersigned Orton V.

Guin - Gail Guin Husband and Wife Russell L. Guin - Elizabeth Guin Husband and Wife Albert T.

Spurlock (single) hereinafter called "Grantor," hereby grants unto THE STANDARD OIL COMPANY,

an Ohio corporation, its successors and assigns, the Grantee, the right to lay, maintain,

operate, repair, replace and remove a pipe line and all necessary fixtures, equipment and

appurtenances thereto, over, through and across the following described lands, situate in Union

Township, Hancock County, State of Ohio, and bounded and described as follows:

ON THE NORTH by the lands of Mary M. Longbrake

ON THE EAST by the lands of James O. Moffett

ON THE WEST by the lands of R. E. Guin - L. D. Fisher

ON THE SOUTH by the lands of Melvin Williamson

Being the N.E. 1/4 of Sec 27 Twp 1-S Range 9-E

together with the right of ingress and egress to and from the same, such right-of-way to be along such route as may be selected by the Grantee.

Said Grantor, and Grantor's heirs and assigns, reserve the right fully to use and enjoy the said premises except insofar as such use and enjoyment shall be inconsistent with the exercise by the Grantee of the rights herein granted to it. The Grantee, by the acceptance hereof, agrees to bury said pipe line so that it will not interfere with the cultivation of

*For Original to Standard Oil Co. and Records Vol. 238, Pg 112*



the land and also to pay any damage to crops, buildings, fences and timber arising from the exercise by the Grantee of any of the rights herein conferred upon it.

And it is further agreed by the undersigned that said Grantee, its successors or assigns, shall have the right at any time, upon payment of the further sum of 50 cents per lineal rod of each such additional pipe line, to lay maintain, operate, repair, replace and remove additional pipe lines over and through said premises, provided that each such additional pipe line is laid substantially parallel to and not more than 6 feet distant from the first pipe line installed hereunder.

It is understood that the person securing this grant has no authority to make any agreement not expressed herein in regard to the subject hereof, and that no such agreement will be binding on the Grantee.

IN WITNESS WHEREOF, these presents have been executed this 28th day of February, 1938.

Signed and acknowledged in presence of

- |                 |               |                       |
|-----------------|---------------|-----------------------|
| Grays Webb      | } as to 3 & 4 | 1. Orton V. Guin      |
| Tom Mask        |               | 2. Gail Guin          |
| R. C. Harper    | } as to 1 & 2 | 3. Elizabeth H. Guin  |
| E. B. Auton     |               | 4. Russell L. Guin    |
| Tom Mask        | } as to No 5  | 5. Albert T. Spurlock |
| Geraldine Rench |               |                       |

STATE OF OHIO )  
COUNTY OF Hancock ) SS.

Personally appeared before me, a Notary Public in and for said County, Orton V. Guin and Gail Guin who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at Rawson, Ohio this 28th day of February, 1938.

Notarial Seal  
Hancock County, Ohio

E. B. AUTON  
Notary Public, Hancock County  
My commission expires Feb. 8, 1941 State of Ohio

STATE OF Illinois )  
COUNTY OF Vermilion ) ss.

Personally appeared before me, a Notary Public in and for the said County Elizabeth H. Guin Elizabeth H. Guin Russell L. Guin who who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at Danville, Ill this 1 day of April 1938.

Lillian Readnour  
Vermilion Co., Illinois  
Notary Public (Seal)

Lillian Readnour  
Notary Public, Vermilion County  
My commission expires Jan 13 1941, State of Illinois

State Of.....; ss.  
County Of.....;

Personally appeared before me, a Notary Public in and for said County Albert T. Spurlock who acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the uses and purposes there in set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at Canton, N. C. this 26 day of April 1938.

Joyce Harley  
Durham County, N. C.  
Notary Public (Seal)

Joyce Harley  
Notary Public Haywood County  
My commission expires \_\_\_\_\_ State of N. C. 1938  
My commission expires Aug. 26, 1938

Filed for Record September 2, 1938 at 10:17 o'clock A. M.

Recorded September 6, 1938 Russell W. Barnhill, Recorder

Fee \$1.10 Paid

clear from all liens and encumbrances whatsoever, and that he will warrant and defend the same against all claims of all persons whomsoever.

IN WITNESS WHEREOF George J. Rehring, Bishop of Toledo, for Saint Wendelin High School, have hereunto set his hand, the 31 day of October, in the year of our Lord one thousand nine hundred and fifty.

Signed and sealed in presence of:

George J Rehring  
Bishop of Toledo

Ralph R. Linhart

R.J. Yates

STATE OF OHIO, )  
Lucas COUNTY ) ss.:

Before me, a Notary Public in and for said County and State, personally appeared the above named George J. Rehring, Bishop of Toledo, for St. Wendelin High School 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 Toledo Ohio this 31 day of October, A. D. 1950.

Leo F Griffin  
My Commission expires \_\_\_\_\_, 19\_\_.  
LEO F. GRIFFIN  
Notary Public, Lucas County, Ohio  
My Commission Expires Mar. 8, 1953

Notarial Seal  
Lucas County,  
Ohio

Transfer not necessary Jan. 30, 1951 Lawrence E. Lape M.W.

Filed for record January 30, 1951 at 2:53 o'clock P.M.

Recorded January 31, 1951. Waldo C. Folk, Recorder.

Recorder's Fee \$1.10 Paid

-531- *Pod Rel Vol 1840 pg 326*  
*WASHINGTON SEC 30*  
The Standard Oil Company *Amend V 2494 p 2601*  
TO *Leave Amend Vol 2597 pg 5147*

Volume 238 Page 112  
ASSIGNMENT OF EASEMENTS  
HANCOCK COUNTY, OHIO

KNOW ALL MEN BY THESE PRESENTS, that THE STANDARD OIL Inland Corporation COMPANY, an Ohio corporation with offices in the Midland Building, Cleveland 15, Ohio, (hereinafter called "Assignor"), for good and valuable consideration received by Assignor from INLAND CORPORATION, an Ohio corporation with offices in the Midland Building, Cleveland 15, Ohio, (hereinafter called "Assignee"), hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to each and all of the pipe line easements, valve and valve-box easements, cathodic protection easements and other instruments, listed and described on Exhibit A hereto attached and made a part hereof, and all of Assignor's right, title and interest, under and by virtue of said easements and other instruments, in and to the respective lands in Hancock County, Ohio, described therein, which easements and other instruments were executed and delivered to Assignor, and are listed and described on said Exhibit A by references to their respective grantors, dates and data of recording in the office of the Recorder of Hancock County, Ohio.

Assignor further hereby assigns, transfers and conveys to Assignee all of Assignor's rights, privileges and benefits under each and all of said easements and other instruments;

TO HAVE AND TO HOLD the same unto Assignee and its successors and assigns, forever.

For full descriptions of the lands subject to the above-described easements and other instruments and the covenants and conditions thereof, reference is hereby made to the volume and page where the same are recorded, as above set forth, in the office of the Recorder of Hancock County, Ohio.

This Assignment is executed and delivered by Assignor and accepted by Assignee subject to all of the covenants, terms and conditions set forth in the above-described easements and other instru-

*Vol. 339 p. 607 Porter Prop*  
*Vol. 349 p. 215*  
*Vol. 362 p. 277*  
*Merion 87*  
*Pages 87-94*  
*Vol. 381, Recorder's*  
*Vol. 381, Recorder's*



ments; and by the acceptance of this Assignment, Assignee, for itself and its successors and assigns, agrees to keep and perform all of the covenants and agreements set forth in said easements and other instruments on the part of Assignor to be kept and performed, and to save Assignor, its successors and assigns, harmless from all claims, expenses and liability occasioned by any breach of this agreement by Assignee or its successors or assigns.

This Assignment is made without any covenants or warranties of title whatsoever, express or implied.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by one of its Vice Presidents and its seal to be affixed hereto and attested by one of its Assistant Secretaries, as of the first day of November, 1950.

The Standard Oil Company  
Cleveland, Ohio Seal

THE STANDARD OIL COMPANY

By A. E. Wolf  
Vice President

Attest A. W. Evans  
Ass't. Secretary

STATE OF OHIO )  
CUYAHOGA COUNTY ) SS:

Before me, a Notary Public in and for said State and County, personally appeared A.E. Wolf, Vice-President, and A. W. Evans, Assistant Secretary, of The Standard Oil Company, who acknowledged that they executed the foregoing instrument for and on behalf of said corporation, and that the same is their free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 29th day of December A.D. 1950.

Notarial Seal  
Cuyahoga County,  
Ohio

Eleanor H. Yarn  
Notary Public  
ELEANOR H. YARN, Notary Public  
My commission expires Oct. 9, 1953

(\$39.05 U. S. Internal Revenue Stamp and Cancelled.)

-2-  
EXHIBIT A  
ASSIGNMENT OF EASEMENTS  
HANCOCK COUNTY, OHIO  
Toledo-Lima 8" Line

WASHINGTON TOWNSHIP

Grantor	Date of Instrument	Recording Data		
		Date	Vol.	Page
Deckard, G. E. & G. M.	3/29/37	4/30/37	197	312
Ernest, Mary	3/24/37	5/3/37	197	339
Zuelzke, Helen M. & Arthur C.	3/20/37	5/3/37	197	352
Kipka, Edward W. & Louise E.	3/27/37	5/3/37	197	351
Kipka, Edward W. & Louise E.	5/17/38	-	201	593
Kipka, Edward W. & Louise E. (Scraper Trap Easement)	7/19/38	7/19/38	202	120
Central Ohio Light & Power Co.	6/11/38	7/5/38	202	61
Karn, Simeon	4/7/37	4/29/37	197	313
Bope, James A., Trustee of the Estate of Simeon Karn, Bankrupt	6/3/38	6/27/38	202	1
Ebersole, Henry	6/11/38	6/27/38	202	2
Schubert, P. & F.	2/21/38	3/28/38	201	311
Kopf, A. W. & L.	4/9/37	5/3/37	197	353
Barnhill, V. & S.	4/23/37	3/28/38	201	308
Huffman, T. S. & Olive C.	4/26/37	3/28/38	201	309
Huffman, Eliz. J.	3/17/38	5/7/38	201	455
Conaway, Amelia E.	4/23/37	3/28/38	201	310
Seevers, R. N. & E.	5/23/38	6/13/38	201	595
Central Ohio Light & Power Co.	6/11/38	7/5/38	202	61

CASS TOWNSHIP

Creighton, D. M. & I. E.	3/30/38	5/7/38	201	459
Slupe, Aaron & Jessie V.	3/19/38	5/7/38	201	456

WASHINGTON, CASS & MARION TOWNSHIPS

Central Ohio Light & Power Co.	6/11/38	7/5/38	202	61
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MARION TOWNSHIP

Morrell, Martha	4/26/37	3/29/38	201	319
Gassman, Samantha, et al	3/5/38	5/9/38	201	465
Huffman, Wm., et al	4/24/37	5/4/37	197	360
Stough, C. & L.	4/23/37	5/1/37	197	333
Reimund, H. E. & E.	6/15/38	6/27/38	202	3
Metzker, K. & A. K.	4/17/37	5/1/37	197	326

EXHIBIT A  
HANCOCK COUNTY, OHIO (Continued)  
MARION TOWNSHIP (Cont'd.)

Grantor	Date of Instrument	Recording Data		
		Date	Vol.	Page
Larkins, Wm. H.	4/15/37	4/30/37	197	325
Larkins, J. W.	4/19/38	5/9/38	201	468



Sink, V. H. & H.  
 The Findlay College  
 Berkman, Lucille & Myers, Paul C., Guardian  
 Carlow, Fred J., et al

ALLEN TOWNSHIP

Wiseley, Effie

LIBERTY TOWNSHIP

Griffith, S. A. & A. S.  
 Fruth, Conrad & Emma  
 The Ohio Oil Company  
 Shaw, F. L. & N. L.  
 Collingwood, D. & B.  
 Stoker, D. D. & E. M.  
 McKee, Alvin G. & Helen G.  
 Lamb, George & Anna V.  
 Lytle, W. B., et al  
 Porter, B. B. & M. L.  
 Kuhlman, J. J. & E.  
 Sticker, F. & G. H.  
 Alspach, J. F. & Mary  
 Blakesley, S. W. & Mary  
 Schnell, Louis & L. M.  
 Drayer, Jessie E.  
 Biggs, D. B., et al  
 Turley, Katie  
 Cramer, W. H. & C.  
 Coats, H. O. & Maggie  
 Hanrahan, Ned W. & Imo H.  
 Walter, Jettie P.  
 Miller, W. H. D. & C. A.

3/30/38	5/7/38	201	
4/26/37	3/29/38	201	458
6/20/38	7/16/38	202	320
4/14/38	5/9/38	201	106
			467
2/19/38	4/4/38	201	
			342
2/23/38	4/5/38	201	
3/27/37	5/4/37	197	345
4/5/37	5/3/37	197	359
5/6/38	6/8/38	201	343
3/27/37	4/30/37	197	563
4/28/37	4/5/38	201	311
2/25/38	4/5/38	201	347
3/31/37	5/3/37	197	344
3/27/37	5/4/37	197	350
3/27/37	5/3/37	197	362
5/19/38	6/13/38	201	355
4/6/37	4/30/37	197	594
4/9/37	4/30/37	197	320
3/29/37	4/5/38	201	318
5/20/38	6/14/38	201	349
4/17/37	4/30/37	197	597
5/19/38	7/5/38	202	319
5/20/38	6/13/38	201	59
5/18/38	6/13/38	201	590
5/14/37	4/5/38	201	591
2/26/38	5/11/38	201	350
3/31/37	5/3/37	197	482
4/13/37	5/3/37	197	345
Rerecorded:	7/9/38	202	349
			80

EXHIBIT A  
 HANCOCK COUNTY, OHIO (Continued)  
 LIBERTY TOWNSHIP (Cont'd.)  
 Grantor

Benson, Wilbert & Hattie  
 Shank, Sarah L., et al  
 EAGLE TOWNSHIP  
 Foltz, Carl & Florence  
 Fox, Amos W.  
 Alspach, Frank, et al  
 Central Ohio Light & Power Co.  
 McClelland, Ross L.  
 Miller, David W. & Martha  
 Gorby, Sarah M., et al  
 Swinehart, W. C. & E. M.  
 Hiles, Joseph R. & Fern O.

UNION TOWNSHIP

Hartman, Ora D., et al  
 Baker, Orpha, et al  
 Wonder, I. H. & K.  
 Smith, John & Clara  
 Woods, Ines A.  
 Frazier, Clark & Treva  
 Frazier, Clark & Treva  
 Frazier, Belle  
 Rainey, Wm. W. & Stella  
 Shafer, A. R. & N. A.  
 Hause, Lottie, et al  
 Hoffitt, J. O. & B. B.  
 Guin, Orton V., et al  
 Williamson, M. & O.  
 Morrison, G. M. & A. T.  
 Cupples, John S. & Cledus  
 Ewing, E. M.  
 Roth, Ira O. & Louisa E.  
 Dukes, Merle L. & Alta  
 Hofferbert, Lillian & Naomi

Date of Instrument	Recording Data		
	Date	Vol.	Page
3/1/38	4/5/38	201	346
5/20/38	6/27/38	202	5
4/26/37	5/11/38	201	484
4/28/37	5/12/38	201	488
3/14/38	9/6/38	202	242
8/19/38	9/6/38	202	246
3/12/38	5/12/38	201	491
2/16/38	5/12/38	201	490
6/14/38	6/27/38	202	4
3/26/38	5/7/38	201	463
4/1/38	5/7/38	201	464
7/14/38	7/25/38	202	131
2/21/38	6/7/38	201	579
4/19/37	6/8/38	201	576
2/22/38	6/8/38	201	569
4/6/38	5/7/38	201	460
4/6/38	4/11/38	201	372
5/20/38	6/14/38	201	596
4/6/38	4/11/38	201	371
3/26/38	5/7/38	201	461
2/16/38	6/8/38	201	571
8/2/38	10/12/38	202	313
2/18/38	6/8/38	201	572
2/28/38	9/6/38	202	249
3/2/38	6/8/38	201	567
3/5/38	6/7/38	201	568
4/11/38	6/8/38	201	564
4/12/37	5/3/37	197	348
2/17/38	6/8/38	201	574
4/9/37	4/30/37	197	321
4/27/37	6/23/38	201	628

EXHIBIT A  
 HANCOCK COUNTY, OHIO (Continued)  
 ORANGE TOWNSHIP  
 Grantor

Plate, Charles B., et al  
 Dray, Frank S. & Linda  
 Dray, Thomas E.  
 Haas, Jacob & Sarah  
 Ewing, Lydia E.  
 Kempf, E. S. & L.  
 Mohler, Jessie & Zetta  
 Vermillion, W. A. & I. G.  
 Bertsche, Emma, et al  
 Frick, Charity B., et al  
 Triplehorn, John

Date of Instrument	Recording Data		
	Date	Vol.	Page
4/14/37	6/23/38	201	630
5/24/38	6/13/38	201	589
5/24/38	6/13/38	201	588
4/8/37	5/1/37	197	325
4/20/37	4/30/37	197	324
4/19/37	5/1/37	197	327
4/19/37	5/1/37	197	329
4/21/37	6/8/38	201	578
4/25/38	6/8/38	201	565
5/31/38	7/16/38	202	107
4/27/38	6/8/38	201	566

COUNTY ROAD CROSSINGS

Hancock County Board of Commissioners -  
 Blanket Permit

3/21/38 - 37 Road Crossings

TOWNSHIP ROAD CROSSINGS

Trustees of Washington Township -  
 Blanket Permit

5/9/38 - 5 Road Crossings

Trustees of Cass Township -  
 Blanket Permit

5/10/38 - 3 Road Crossings

Trustees of Marion Township -  
 Blanket Permit

5/9/38 - 3 Road Crossings

Trustees of Liberty Township -  
 Blanket Permit

5/9/38 - 7 Road Crossings

Trustees of Eagle Township -  
 Blanket Permit

5/10/38 - 4 Road Crossings

Trustees of Union Township -  
 Blanket Permit  
 Trustees of Orange Township -  
 Blanket Permit  
 U. S. AND STATE HIGHWAY CROSSINGS  
 Ohio Department of Highways  
 " " " "  
 " " " "  
 " " " "  
 " " " "

5/9/38 - 4 Road Crossings  
 5/11/38 - 3 Road Crossings  
 8/24/37 - State Rt. #224  
 5/12/38 - State Rt. #12  
 6/30/38 - State Rt. #12  
 5/12/38 - State Rt. #12  
 5/12/38 - Dixie Highway  
 5/12/38 - U. S. Rt. #224 & State Rt. #15  
 8/24/37 - U.S.Rt. #224 (Old route)  
 5/12/38 - State Rt. #12

EXHIBIT A  
 HANCOCK COUNTY, OHIO (Continued)  
 U. S. AND STATE HIGHWAY CROSSINGS  
 Ohio Department of Highways  
 " " " "  
 " " " "

Date of  
 Instrument  
 5/12/38 - U. S. Rt. #25 (Dixie Highway)  
 5/12/38 - State Rt. #69  
 5/12/38 - State Rt. #103

RAILROAD CROSSINGS  
 Baltimore & Ohio Railroad  
 New York Central & St. Louis Railroad  
 New York, Chicago & St. Louis Railroad  
 New York Central Railroad  
 Baltimore & Ohio Railroad (Operating  
 Columbus, Findlay & Northern R. R.)  
 New York, Chicago & St. Louis Railroad  
 Akron, Canton & Youngstown Railroad  
 ORDINANCES  
 Village of Arcadia, Ohio - Ordinance #42  
 RIVER CROSSINGS  
 Blanchard River

9/3/37  
 9/1/37  
 5/1/38  
 5/2/38  
 6/15/38  
 5/1/38  
 6/9/38  
 4/2/38

WASHINGTON TOWNSHIP  
 Grantor  
 Assignment to The Standard Oil  
 Co. (Ohio) by Sohio Pipe Line  
 Company, of the following grants:  
 Stahl, Chalmer J. & Marie  
 Baugh & Sons Co. of Ohio  
 Finsel, Norbert W. & Cleora  
 Conine, Kenneth & Ruth L.  
 Swift & Company  
 STATE HIGHWAY CROSSINGS  
 Ohio Department of Highways

FOSTORIA 4" SPUR LINE  
 Date of Instrument Recording Data  
 Date Vol. Page  
 12/16/38 12/31/48 4 393  
 8/17/48 9/22/48 204 497  
 3/24/37 - State Rt. #12 (Longitudinal)  
 (Continued)

EXHIBIT A  
 HANCOCK COUNTY, OHIO (Continued)

FINDLAY 4" SPUR LINE

LIBERTY TOWNSHIP  
 Grantor  
 Stricker, George H. & Florence  
 Creighton, W. J. & M. M.  
 The National Refining Company  
 FINDLAY  
 Marchal, Emma  
 Fox, D. D. & E.  
 ORDINANCES  
 City of Findlay, Ohio - Ordinance No. 936  
 Blanket Permit  
 RAILROAD CROSSINGS  
 The New York, Chicago & St. Louis  
 Railroad (Nickel Plate R. R.)

Date of Instrument Recording Data  
 Date Vol. Page  
 8/9/38 9/2/38 202 241  
 3/29/37 5/3/37 197 338  
 5/6/37 4/5/38 201 343  
 4/22/37 4/5/38 201 353  
 4/23/37 4/5/38 201 352  
 5/17/38 - 4 Street Crossings  
 6/1/38

Transfer not necessary Feb. 24, 1951 Lawrence E. Lape M.W.  
 Filed for record February 24, 1951 at 9:45 o'clock A.M.  
 Recorded February 27, 1951. Waldo G. Folk, Recorder  
 Fee \$3.50 Paid

-643-

EASEMENT

Helen M. Zuelzke  
 et al

KNOW ALL MEN BY THESE PRESENTS: That whereas, Helen M.

TO

Zuelzke and Mary E. Ernest are the owners of the following  
 described real estate, to-wit:

Mary A. Parmenter  
 Charles A. Parmenter

Situated in the Township of Washington, County of Hancock  
 and State of Ohio:

And known as and being a part of the West half of the North west quarter (1/4) of the South  
 west quarter (1/4) of Section Two (2). Township Two (2) North Range ...

Bessie F. Alexander, husband and wife, 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 Findlay, Ohio, this 16<sup>th</sup> day of June, A. D. 1932.

Notarial Seal  
Hancock County, Ohio

Fred R. Hover, FRED R. HOVER  
Notary Public

Transferred Sept. 7th, 1932, G. R. Morehart, Auditor.  
Filed for record September 7<sup>th</sup>, 1932 at 1:25 o'clock P. M.  
Recorded September 7<sup>th</sup>, 1932, Clifford O. Patterson, Recorder.  
Fee \$1.50 Paid.

-1224-

Albert Guin et al.  
to  
Department of Highways  
State of Ohio

AGREEMENT FOR CHANNEL CHANGE:

S.H.(ICM) Number 22, Section "EAG-1", Hancock County.  
Articles of Agreement.

These articles of agreement entered into this 7th day of June 1932, by Albert Guin, and the Department of Highways State of Ohio, witnesseth:

That Albert Guin, for and in consideration of the sum of thirty five and no/100 dollars (\$35.00) to him paid by the State of Ohio, does hereby grant permission to the State of Ohio to use the hereinafter described portion of premises for the purpose of excavating and constructing a channel change for E. E. Urban ditch, in connection with the above proposed improvement; the Grantor further agree to permit the State of Ohio to perform such maintenance and repair operations on said Channel change that may be necessary to protect the highway, and further, the Grantor for the consideration hereinbefore named releases the State of Ohio and the County of Hancock 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 the highway. The said channel change is situated in the State of Ohio, County of Hancock and is more fully described as follows:

Parcel number 17-A.

Beginning at a point in the present north right of way line, said point being at right angles to and 30 feet from Sta. 239+25 in the center line of survey made by the Department of Highways; thence N. 35°-53' W., 10 feet to a point at right angles to and 40 feet from Sta. 239+25 in the center line of said survey; thence N. 43°-23' E., 231.5 feet to a point, said point being at right angles to and 95 feet from Sta. 241+50 in the center line of said survey; thence S. 36°-11' E., 65 feet to a point in the present north right of way line, said point being at right angles to and 30 feet from Sta. 241+50 in the center line of said survey; thence S. 53°-49' W. Along said present right of way line 50.10 feet to a point; thence S. 54°-07' W. continuing along said present right of way line 174.90 feet to the place of beginning, as shown by plans on file in the Department of Highways, Columbus, Ohio.

IN WITNESS WHEREOF, said Elizabeth Guin and Russel L. Guin and O. V. Guin have hereunto set their hand the 7th day of June in the year of our Lord one thousand nine hundred and thirty two.

Signed and sealed in the presence of:

Robt. L. Young

Elizabeth Guin

E. B. Auten

Russell L. Guin

O. V. Guin



STATE OF OHIO }  
COUNTY OF HANCOCK } ss.

Before me, a Notary Public, in and for said County and State, personally appeared the above named Elizabeth Guin and Russel L. Guin and O. V. Guin, who acknowledged that hey 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 Rawson, Ohio, this 7th day of June, A. D. 1932.

Notarial Seal  
Hancock County, Ohio

E. B. Auten  
E. B. AUTEN, Notary Public  
My commission expires Feb. 6, 1935.

AGREEMENT FOR CHANNEL CHANGE

S.H. (ICM) Number 22, Section "E&G-1", Hancock County.

Articles of Agreement.

These articles of agreement entered into this 7th day of June 1932, by Albert Guin and the Department of Highways, State of Ohio, witnesseth:

That Albert Guin for and in consideration of the sum of Forty and no/100 Dollars, (\$40.00) to him paid by the State of Ohio, does hereby grant permission to the State of Ohio to use the hereinafter described portion of his premises for the purpose of excavating and constructing a channel change for E. E Urban Ditch in connection with the above proposed improvement; the Grantor further agree to permit the State of Ohio to perform such maintenance and repair operations on said channel change that may be necessary to protect the highway, and further, the Grantor for the consideration hereinbefore named, release the State of Ohio and the County of Hancock 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 the highway. The said channel change is situated in the State of Ohio, County of Hancock and is more fully described as follows:

Parcel Number 17-B.

Beginning at a point in the present north right of way line, said point being at right angles to and 30 feet from Sta. 247/80 in the center line of survey made by the Department of Highways; thence N. 36°-11' W. 36 feet to a point at right angles to and 66 feet from Sta. 247/80 in the center line of said survey; thence N. 53°-49' E., 255 feet to a point at right angles to and 66 feet from Sta. 250/35 in the center line of said survey; thence S. 36°-11' E., 36 feet to a point in said present right of way line, said point being at right angles to and 30 feet from Sta. 250/35 in the center line of said survey; thence S. 53°-49' W. along said present right of way line, 255 feet to the place of beginning as shown by plans on file in the Department of Highways, Columbus, Ohio.

IN WITNESS WHEREOF, said Elizabeth Guin and Russel L. Guin and O. V. Guin, have hereunto set their hand the 7th day of June, in the year of our Lord one thousand nine hundred and thirty two.

Signed and sealed in the presence of

Robt. L. Young  
E. B. Auten

Elizabeth Guin  
Russell L. Guin  
O. V. Guin

STATE OF OHIO }  
COUNTY OF HANCOCK } ss.

Before me, a Notary Public in and for said County and State, personally appeared the above named Elizabeth Guin and Russel L. Guin, and O. V. Guin, who acknowledged that hey did sign the foregoing instrument and that the same is their free act and deed.



2-17-64  
J. E. Ross

DEED OF EASEMENT  
Form No. 6-D  
O. P. Co.  
Mr. Arthur Barber  
Eas. No. 73-A R/W Map No. 1992 227  
606 Center St., Findlay, Ohio W. O. No. 728/0999 - 60 - 2305 (Chap)

Received of THE OHIO POWER COMPANY, an Ohio corporation, the sum of One Dollar (\$1.00) in consideration of which Arthur R. Barber & Inez M. Barber his wife.

hereby grant and convey unto said THE OHIO POWER COMPANY, its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures, including telegraph and telephone wires, and the right to permit attachment of others to said poles, with services and extensions therefrom, on and over our lands situate in the Township of Union, County of Hancock, and State of Ohio, and being a part of Section No. 27 (NE 1/4), Township No. 1-South, Range No. 9-East and bounded:

On the North by ~~land~~ the North Section Line of Section No. 27  
On the East by ~~land~~ the East Section Line of Section No. 27  
On the South by ~~land~~ the South Line of the N.E. 1/4 of Section No. 27  
On the West by lands of A. T. Spurlock and the West Line of the N.E. 1/4 of Section No. 27

with the right of ingress and egress to and from and over said premises.  
*This easement is for electric power lines and to be located by agreement with the owner. Future extension from or relocation of these lines may be made with the written consent of the property owner.*

Together with the right to cut, trim and/or otherwise control any trees which may endanger the safety or interfere with the construction and use of said electric power line.

TO HAVE AND TO HOLD the same unto said, THE OHIO POWER COMPANY, its successors and assigns.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

WITNESS the following signatures and seals, this 4th day of February, 1964

WITNESS:  
A. E. Ross  
Dorothy I. Nelson  
Arthur R. Barber  
Inez M. Barber

THE-STATE OF OHIO,  
Hancock County } ss.  
Before me, a Notary Public  
in and for said County, personally appeared the above named Arthur R. Barber and Inez M. Barber who acknowledged that they did sign the within instrument and that the same is their free act and deed.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 13 day of Feb. A. D. 1964  
Dorothy I. Nelson, Notary Public  
My commission expires July 29, 1967



This instrument prepared by A. E. Ross, Ohio Power Company  
Name Arthur R. Barber  
Address Findlay, Ohio  
Line Findlay, Findlay  
Eas. No. 73-A Map No. 1992  
Received for Record 11-A Feb 25 1964  
Recorded in Deed Records Feb 25 1964  
Volume 308 Page 227  
of Hancock County  
State of Ohio  
Fee \$ 2.00

762



OIL AND GAS LEASE

538

30 415

Agreement: Made and entered into this 11 day of MARCH 1964 by and between ARTHUR R. BARBER & INEZ M. BARBER 641 CENTER ST. FINDLAY OHIO

hereinafter called lessor (whether one or more), and GLEN DIAL, Jr. PATTERSON BLDG. DENVER COLORADO

hereinafter called lessee:

Witnesseth: That the said lessor, for and in consideration of ONE Dollar cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demise, leased and let, and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations, and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the Township of UNION County of HANCOCK State of OHIO

described as follows, to wit:

UNION TWP CORY RAWSON LSD R 9 T 1 S 29 NE 1/4 (EX NW COR)

of Section Township Range and containing 1.43 acres, more or less.

It is agreed that this lease shall remain in force for a primary term of 10 years from this date and if lessee shall commence to drill within said primary term or any extension thereof, the said lessee shall have the right to continue drilling to completion with reasonable diligence and said term shall extend as long thereafter as oil and gas, or either of them, is produced by lessee from said land or from a communitized unit as hereinafter provided.

In consideration of the premises the lessee covenants and agrees:

- 1st. To deliver to the credit of lessor, free of cost, into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.
3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable monthly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before the 11 day of JUNE 1964, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor of the lessor a credit in the FIRST NATIONAL BANK Bank at NORTH BALTIMORE

or its successors, which shall continue as the depository regardless of changes in ownership of said land, the sum of TWENTY FIVE CENTS PER ACRE PER MONTH for deferring the commencement of a well for THREE months from said date. The payment herein referred to may be made in currency, draft or check at the option of the lessee, and the depositing of such currency, draft or check in any postoffice, with sufficient postage and properly addressed to the lessor, or said bank, on or before said last mentioned date shall be deemed payment as herein provided.

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 the lessee on or before the expiration of said twelve months shall resume the payments of rentals in the same amount and in the same manner as hereinabove provided.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

For the purpose of oil and/or gas development and production under this lease lessor does hereby grant to lessee the right to pool or communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than approximately forty (40) acres and/or a gas development unit of not more than approximately one hundred sixty (160) acres, but lessee shall in no event be required to drill more than one well on said unit.

Prepared by Mrs. Ralph Decker - March 11-1964



Notwithstanding anything to the contrary herein contained or implied by law, all present and future rules and regulations of any governmental agency pertaining to well spacing, use of material and equipment or otherwise shall be binding on the parties hereto with like effect as though incorporated herein at length.

If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such defaults shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

Whenever any well or wells on said lands shall be used by lessee for the injection of water, brine or other fluids produced from lands other than said leased premises for disposal as a conservation measure, lessee shall pay to the lessor the sum of One Hundred Dollars (\$100.00) per year for each well so used in addition to all other considerations specified in this lease. 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.

If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided, however, if the leased premises consist of two or more non-abutting tracts, this paragraph shall apply separately to each non-abutting tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be inoperative as to such portion so consolidated. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

Lessor hereby warrants and agrees to defend the title to said lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payments, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made as recited herein.

Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to the lessor, if lease is not recorded, or by placing a release thereof of record in the proper county, if lease is recorded; and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately.

IN TESTIMONY WHEREOF WE SIGN, This the 11 day of MARCH, 1964

Witnesses: Ralph Decker (SEAL) Arthur R. Barber (SEAL)  
Genevieve Decker (SEAL) Ernest M. Barber (SEAL)  
(SEAL) (SEAL)  
(SEAL) (SEAL)  
(SEAL) (SEAL)

STATE OF Ohio COUNTY OF Hancock SS. ACKNOWLEDGMENT TO THE LEASE



day of March A. D. 1964, before me, the undersigned, a Notary Public in and for the State aforesaid, personally appeared Arthur R. Barber & Ernest M. Barber

who are described in and who executed the foregoing instrument and acknowledged that they had their free act and deed.

Harriet Rhines Notary Public Hancock County, Ohio  
My Commission Expires 8-7, 1968 Acting in Hancock County, Ohio

3413 ✓

No.           
OIL AND GAS LEASE  
FROM Barber  
TO Decker  
Dated          19          
Section          Township          Range           
No. Acres Hancock County, Ohio  
Term         

This instrument was filed for record on the 15 day of June 1964 at 1:30 o'clock P.M., and duly recorded in Book 53 Page 415 of the records of this office  
Walter C. Falk Registrar of Deeds  
By Walter C. Falk Deputy  
When Recorded           
Return to         

BARBER PRERE  
MT. DILLON, O.



**Memorandum of Trust**  
(O.R.C. 5301.255)

1. The following Trust is the subject of this Memorandum:

**Karl L. Rieman and Teresa A. Rieman, Trustees, or their successors in trust, under the Karl L. Rieman Living Trust, dated October 19, 2001, and any amendments thereto.**
2. The name and address of the Trustmaker of the trust are as follows:

Karl L. Rieman  
16570 T. R. 56  
Bluffton, Ohio 45817
3. The names and addresses of the Trustees of the trust are as follows:

Karl L. Rieman 16570 T. R. 56 Bluffton, Ohio 45817	Teresa A. Rieman 16570 T. R. 56 Bluffton, Ohio 45817
--	--
4. The Trust was executed on October 19, 2001.
5. The trust instrument is in the possession of the above-named Trustmaker.
6. Pursuant to O.R.C. Section 5301.255(A)(2)(c), the powers specified in the trust relative to the acquisition, sale, or encumbering of real property by the Trustee(s) or the conveyance of real property by the Trustee(s), and any restrictions upon those powers, are as follows:
  - u. Real Estate Powers

My Trustee may purchase, sell, transfer, exchange, convey or otherwise acquire or dispose of any real estate.

My Trustee may make leases and grant options to lease for any term, even though the term may extend beyond the termination of any trust created under the trust agreement.

My Trustee may grant or release easements and other interests with respect to real estate, enter into party wall agreements, execute estoppel certificates, and develop and subdivide any real estate.

My Trustee may dedicate parks, streets, and alleys or vacate any street or alley, and may construct, repair, alter, remodel, demolish, or abandon improvements.



My Trustee may elect to insure, as it deems advisable, all actions contemplated by this subsection.

My Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

My Trustee shall have the power to encumber the trust property, in whole or in part, by a mortgage or mortgages, deeds of trust, or by pledge, hypothecation or otherwise, even though such encumbrance may continue to be effective after the term of any trust or trusts created in the trust agreement.

7. This Memorandum of Trust was executed at Franklin County, Ohio, on October 19, 2001.

Witnesses:

Joan K. Glassford  
Joan K. Glassford  
(print name) (as to all)

William K. Root  
William K. Root  
(print name) (as to all)

Karl L. Rieman  
Karl L. Rieman, Trustmaker

Teresa A. Rieman  
Teresa A. Rieman, Trustee

Karl L. Rieman  
Karl L. Rieman, Trustee

STATE OF OHIO

COUNTY OF FRANKLIN, ss:

The foregoing Memorandum of Trust was acknowledged before me on October 19, 2001, by Karl L. Rieman, Trustmaker.

Witness my hand and official seal.

*Joan K. Glassford*  
Notary Public



JOAN K. GLASSFORD  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES MAY 13, 2002

STATE OF OHIO

COUNTY OF FRANKLIN, ss:

The foregoing Memorandum of Trust was acknowledged before me on October 19, 2001, by Karl L. Rieman and Teresa A. Rieman, Trustees.

Witness my hand and official seal.

*Joan K. Glassford*  
Notary Public



JOAN K. GLASSFORD  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES MAY 13, 2002

This Instrument Prepared By:

William K. Root  
Attorney at Law  
5060 Bradenton Avenue, Suite C, Dublin, Ohio 43017  
(614) 760-1801 / Facsimile (614) 889-5250

200200000979  
Filed for Record in  
HANCOCK COUNTY OHIO  
ANITA M. MUSGRAVE  
01-16-2002 At 03:44 PM.  
MEMO TRUST 18.00  
OR Book 2127 Page 83 - 85

## Memorandum of Trust (O.R.C. 5301.255)

1. The following Trust is the subject of this Memorandum:

**Teresa A. Rieman and Karl L. Rieman, Trustees, or their successors in trust, under the Teresa A. Rieman Living Trust, dated October 19, 2001, and any amendments thereto.**

2. The name and address of the Trustmaker of the trust are as follows:

Teresa A. Rieman  
16570 T. R. 56  
Bluffton, Ohio 45817

3. The names and addresses of the Trustees of the trust are as follows:

Teresa A. Rieman 16570 T. R. 56 Bluffton, Ohio 45817	Karl L. Rieman 16570 T. R. 56 Bluffton, Ohio 45817
--	--

4. The Trust was executed on October 19, 2001.

5. The trust instrument is in the possession of the above-named Trustmaker.

6. Pursuant to O.R.C. Section 5301.255(A)(2)(c), the powers specified in the trust relative to the acquisition, sale, or encumbering of real property by the Trustee(s) or the conveyance of real property by the Trustee(s), and any restrictions upon those powers, are as follows:

u. Real Estate Powers

My Trustee may purchase, sell, transfer, exchange, convey or otherwise acquire or dispose of any real estate.

My Trustee may make leases and grant options to lease for any term, even though the term may extend beyond the termination of any trust created under the trust agreement.

My Trustee may grant or release easements and other interests with respect to real estate, enter into party wall agreements, execute estoppel certificates, and develop and subdivide any real estate.

My Trustee may dedicate parks, streets, and alleys or vacate any street or alley, and may construct, repair, alter, remodel, demolish, or abandon improvements.

My Trustee may elect to insure, as it deems advisable, all actions contemplated by this subsection.

My Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

My Trustee shall have the power to encumber the trust property, in whole or in part, by a mortgage or mortgages, deeds of trust, or by pledge, hypothecation or otherwise, even though such encumbrance may continue to be effective after the term of any trust or trusts created in the trust agreement.

7. This Memorandum of Trust was executed at Franklin County, Ohio, on October 19, 2001.

Witnesses:

Joan K. Glassford  
Joan K. Glassford  
(print name) (as to all)

William F. Root  
William F. Root  
(print name) (as to all)

Teresa A. Rieman  
Teresa A. Rieman, Trustmaker

Teresa A. Rieman  
Teresa A. Rieman, Trustee

Karl L. Rieman  
Karl L. Rieman, Trustee

STATE OF OHIO

COUNTY OF FRANKLIN, ss:

The foregoing Memorandum of Trust was acknowledged before me on October 19, 2001, by Teresa A. Rieman, Trustmaker.

Witness my hand and official seal.

*Joan K. Glassford*  
Notary Public



JOAN K. GLASSFORD  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES MAY 13, 2002

STATE OF OHIO

COUNTY OF FRANKLIN, ss:

The foregoing Memorandum of Trust was acknowledged before me on October 19, 2001, by Teresa A. Rieman and Karl L. Rieman, Trustees.

Witness my hand and official seal.

*Joan K. Glassford*  
Notary Public



JOAN K. GLASSFORD  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES MAY 13, 2002

This Instrument Prepared By:

William K. Root, Esq.  
Attorney at Law  
5060 Bradenton Avenue, Suite C, Dublin, Ohio 43017  
(614) 760-1801 / Facsimile (614) 889-5250

200200000977  
Filed for Record in  
HANCOCK COUNTY OHIO  
ANITA M. MUSGRAVE  
01-16-2002 At 03:44 pm.  
MEMO TRUST 18.00  
OR Book 2127 Page 66 - 68



Range Nine (9) East. Containing Eighty (80) acres more or less, in Orange Township Hancock County, Ohio.

(5) Lease from Jacob D. Burkholder to the Star Oil Company dated May 9<sup>th</sup> 1902, recorded in Hancock County, Ohio, Lease Records Volume 24, page 267, on the following described premises, to-wit: One West one hundred and twenty (120) acres of the South East quarter of Section Nineteen (19) containing One hundred and twenty (120) acres more or less, in Orange Township Hancock County, Ohio. Together with all the Oil wells, boilers, engines, tubing, casing fittings pipe connections machinery etc., now on any and all the leaseholds above described and to the same belonging, or in any wise appertaining. This conveyance is made and accepted subject to all the terms conditions, restrictions, reservations and limitations contained in the several leases above referred to. In Witness Whereof We have hereunto set our hands and seals this 21<sup>st</sup> day of May, A.D. 1906

Witness M.D. Sanford } Emery Oil Company  
N.B. Parker } By Lewis Emery Jr (seal)  
State of Pennsylvania, } L. E. Wamsler (seal)  
County of Meigs, ss: } Surviving Partners

On this 26<sup>th</sup> day of May, A.D. 1906, personally appeared before me, the subscriber, a Notary Public in and for said County, Lewis Emery Jr. and L. E. Wamsler, who, being duly sworn according to law, acknowledged that they executed the foregoing assignment for the uses and purposes therein expressed and desired the same might be recorded as such. Witness my hand and Notarial seal the day and year of aforesaid N.B. Parker Notary Public - my Commission expires at the end of the next session of the Senate.

Filed for records June 16<sup>th</sup> 1906 at 12<sup>55</sup> o'clock PM  
Recorded June 26<sup>th</sup> 1906. Wm. T. Blum Recorder

27/308

Albert Guin } Buckeye Stave Company Timber Contract  
to } Article of Agreement, made and  
The Buckeye Stave Co } entered into this Twenty Eighth day of  
May 1906 by and between Albert Guin  
party of the first part and The Buckeye Stave Company, party of the second part, Witnesseth: That said party of the first part does hereby sell assign and transfer to the said party of the second part all the Wood and Timber now standing and fallen on the a part of 160 acre tract of land now owned by party of the first part and situated in Section 27 Township of Union County of Hancock State of Ohio and described as follows Being all the timber and Wood situated on North West part of the N. E. 1/4 of Section 27 said Township and County except wood that is now cut in

the woods. Containing 30 acres more or less. Said first party shall furnish a convenient Road-way to said timber with out extra Compensation. Said party of the second part agrees to pay for the above described timber the sum of two thousand Dollars payable as follows. The receipt of which is hereby acknowledged said timber to be cut on or before May 28 1908

Signed the Buckeye Stave Co by W. W. Roy Mgr  
 Witness \_\_\_\_\_ Albert Guin

Filed for record June 16 1906 at 3:04 o'clock PM  
 Recorded June 26 1906 Wm T. Blom Recorder

l. b. Bigelow and  
 W. M. Holland }  
 to }  
 Charles G. Dever }  
 Samuel L. Dever }

For and in consideration of the sum of Twenty four Hundred Dollars to us in hand paid by Charles G. Dever and Samuel L. Dever the receipt whereof is hereby acknowledged l. b. Bigelow and W. M. Holland hereby sell assign and transfer unto the two parties first named all of our right title and interest in and to the undivided two thirds Interest in the following described Oil and gas leases described as follows: A lease from Arlana B. M. Seneca to Mrs. Harrop of lots Number 43, 44, 45, 46, 47, 48, 49, 50, and 51 in Brown's Addition to the City of Trindlay, Hancock County, Ohio, being recorded in Book 22 page 79 of the record of leases. Also a certain Oil and gas lease given by Catherine Rohrer to Mrs. Harrop of the East half of the South East quarter of Section 36 in Allen Township Hancock County, Ohio containing 80 acres of land, said lease being recorded in Book 22 page 160 of Hancock County lease Records.

Together with all of the Wells, rigs, derricks, tankage, machinery, lead lines, material, appertanances and fixtures to the same belonging. In Witness whereof we hereunto sign our names June 19 1906.

Witnesses. Wm L. David }  
 Frank M. Carpenter } l. b. Bigelow  
 W. M. Holland

State of Ohio, Hancock County ss: Before me, William L. David, a Notary Public in and for said County and State personally appeared l. b. Bigelow and W. M. Holland and acknowledged the execution of the within

Witness my hand and seal this Nineteenth day of June 1906. William L. David Notary Public

Notary Seal Hancock  
 Filed for record June 19 1906 at 3:16 o'clock PM



of August A.D. 1904. Chas. A. Blackford (Seal) Notary Public.  
Filed for record December 4-1918 at 8<sup>45</sup> o'clock A.M. Recorded December 16-1918. Otho Van Duvringen, Recorder. Fee .75cts. Paid.

30 / 381

James Guin  
To  
The Buckeye Pipe Line Company  
For and in Consideration of Five Dollars to me in hand paid, receipt of which is hereby acknowledged, I, James Guin, do hereby grant and lease to The Buckeye Pipe Line Company its successors or assigns, the right of way to erect, maintain, operate and remove a line of telegraph poles, with one or more wires thereon, together with the necessary guy and brace poles and attach to trees the necessary guy wires, and in full satisfaction for clearing and keeping said wires clear of all obstructions, on, over and through my lands situate in Union Township, Hancock County, State of Ohio bounded and described as follows:

On the North by lands of Being the North East Quarter (1/4) of Section  
On the East by lands of Twenty Seven (27) Township & County  
On the South by lands of  
On the West by lands of  
aforesaid.

Said line to be erected along the South Side of the Public High way, and as near the fence as practicable. The poles now standing on said premises shall become the property of the grantor when the new line is completed. In Witness Whereof, the parties have hereto set their hands and seals this 26<sup>th</sup> day of July A.D. 1904.

Approved: J. H. Baker, Notary Public, Hancock County, Ohio.  
Signed, sealed and delivered in presence of } James Guin (Seal)  
B. E. Langshier H. J. Ball

State of Ohio County of Allen ss: Be It Remembered, that on this 26<sup>th</sup> day of July A.D. 1904 before me, the subscriber, a Notary Public in and for said county, personally came the above named James Guin who, I am satisfied is the individual named in and who executed the above instrument, and in due form of law acknowledged the above indenture to be his free act and deed and desired that the same might be recorded as such.

H. J. Ball Notary Public (Seal)  
Filed for record December 4-1918 at 8<sup>45</sup> o'clock A.M. Recorded December 16-1918. Otho Van Duvringen, Recorder. Fee .75cts. Paid.

Horton Powell and others  
To  
The Buckeye Pipe Line Company  
Hancock County, Ohio, March - 1904.  
For a valuable consideration to each of us in hand paid, the receipt of which is hereby acknowledged, we the undersigned do hereby grant to The Buckeye Pipe Line Company (dime division) its successors and assigns the right to... to



pick-up  
Palladian  
10724

VOL 947 PAGE 276

OIL AND GAS LEASE  
(Paid Up) Ohio

THIS AGREEMENT made this 30 day of March, 1993 between KARL L. RIEMAN and TERESA A. RIEMAN  
husband and wife,

(whether one or more), whose address is: 16570 T.R. 56, Bluffton, Ohio 45817  
and Palladian Enterprises Inc., P. O. Box 071685, Houston, Texas 77267, Lessee.

WITNESSETH:

1. Lessor in consideration of Ten and more Dollars (\$ 10.00+), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other hydrocarbons, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipelines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, and to produce, save, take care of, treat, transport and own said products, under the following described land in Union County, Ohio to-wit (sometimes hereinafter referred to as the "leased premises"):  
Hancock Township,

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

FILED AND RECORDED  
August 30 1993  
AT 9:06 O'CLOCK A.M.  
BY VOL 947 PAGE 276  
ANTA M. BAUM  
RECORDER, HANCOCK CO. OHIO  
FEE \$ 30.00 PAID

426	572
357	705
328	258
257	375
413	678

containing 553.383 acres, more or less,

and being the property described in Deed Volume 312, Page 627 of the Hancock County Records of Deeds.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the leased premises.

2. This lease shall be for a term of five (5) years from this date (the "primary term") and as long thereafter as oil, gas or other hydrocarbons are produced from the leased premises or land with which the leased premises are pooled or this lease is otherwise maintained in effect pursuant to the provisions hereof. If this lease is not being otherwise extended pursuant to the provisions hereof, Lessee is hereby given the option to extend the primary term of this lease, as to all or any portion of the leased premises, for an additional five (5) years from the expiration of the primary term. This option may be exercised by Lessee, at Lessee's sole discretion, at any time during the last year of the primary term by paying or tendering to Lessor, its heirs, successors or assigns (subject to the provisions of this lease regarding changes in ownership) the sum of \$20.00 per net mineral acre for the portion of the lease to be so extended. Additionally, Lessee shall, within thirty (30) days of such payment or tender, record an instrument providing notice of the extension of the lease and the description of the portion of the leased premises covered by such extension. This is a paid up lease requiring no rentals either during the primary term or the extended term.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (1/8) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the Lessee's oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same or nearest field for production of similar grade and gravity; (b) For gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth (1/8) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of the costs incurred by Lessee in delivery or otherwise making such gas or other substance merchantable, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same or nearest field pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; (c) Lessor shall pay a proportionate part of all excise, depletion, privilege, and production taxes now or hereafter levied, or assessed or charged on oil or gas produced from the land; and (d) If a well on the leased premises or lands pooled therewith is capable of producing oil or gas but such well is either shut-in for ninety (90) consecutive days or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to Lessor, and if this lease is not otherwise maintained in effect, such well shall nevertheless be considered as though it were producing oil or gas for the purpose of maintaining this lease, whether during or after the primary term, if Lessee pays shut-in royalty of One Dollar per acre then covered by this lease, or \$50.00 per shut-in well, at Lessee's option, such payment to be made to Lessor at above address, on or before the next ensuing anniversary date of this lease, or within one hundred and twenty (120) days after such anniversary date, and thereafter on or before each anniversary date hereof while the wells are shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to Lessor. For the purpose of calculating shut-in royalties which are paid on a per acre basis, the number of lease acres described in Paragraph 1 shall be deemed correct, whether actually more or less. If Lessee chooses to pay shut-in royalties on a per well basis, when such payment is made, it will be considered that oil or gas is being produced from the entire lease.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate the leased premises in compliance with the spacing rules of the Oil and Gas Division of the Ohio Department of Natural Resources, or other lawful authority or when to do so would, in the judgment of Lessee, promote the conservation and prevent the waste of oil and gas in and under and that may be produced from the leased premises. Units pooled hereunder shall not substantially exceed in area six hundred and forty (640) acres each plus a tolerance of ten percent (10%) thereof, provided that should

copy: 11/22 pg 22

governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations, and lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. If Lessee completes a horizontal well which, in Lessee's judgment, shall produce oil, gas or other hydrocarbons from the leased premises, Lessee shall have the right, but not the obligation, to pool or unitize all or a portion of the leased premises or interest therein with any other lands or interest, either before or after commencement of production. The unit formed by such pooling shall not exceed six hundred and forty (640) acres plus a maximum acreage tolerance of ten percent (10%); provided, however, that if the Ohio Department of Natural Resources, or other lawful authority, shall prescribe or permit the creation of any horizontal unit, proration unit or spacing pattern for the development of a field, the units created under the authority of this Paragraph 4 may conform substantially in size therewith to the extent necessary to obtain maximum production allowable from any such well. The terms "horizontal well" and "horizontal completion" mean, for purposes of this lease, an oil and/or gas well in which the horizontal component (or high angle deviation) of the gross completion interval exceeds one hundred (100) feet in length. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling or production of oil or gas from any part of a pooled unit which includes all or a portion of the leased premises, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling or production of oil or gas from the leased premises whether or not the well or wells be located on the leased premises and in such event operations for drilling or production of oil or gas from the leased premises within the meaning of Paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties and included in the unit just as though such production were from the leased premises. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of the production as above provided. As used in this Paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

6. If at the expiration of the primary term, oil, gas, or other hydrocarbons are not being produced on the leased premises, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within ninety (90) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other hydrocarbons, so long thereafter as oil, gas, or other hydrocarbons are produced from the leased premises, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other hydrocarbons are produced from the leased premises, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within ninety (90) days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other hydrocarbons, so long thereafter as oil, gas, or other hydrocarbons are produced from the leased premises, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the leased premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations thereafter arising as to the acreage surrendered.

8. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations and other facilities to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. The right of ingress and egress granted hereby shall apply to the entire leased premises notwithstanding any release or other termination affecting any portion thereof. When requested by Lessor in writing, Lessee shall bury its pipelines below plow depth. No well shall be located less than three hundred (300) feet from any house or barn now on the leased premises without Lessor's consent. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises during the term of this lease or within a reasonable time thereafter. Upon cessation of operations on the leased premises, Lessee shall restore the leased premises as nearly as practicable to its original condition. Lessor represents and warrants to Lessee that Lessor is not aware of any problems relating to the environmental or physical condition of the leased premises and it is specifically understood and agreed that Lessee shall not be liable for or assume any obligation with respect to (i) the restoration or remediation of any condition associated with the leased premises which existed prior to the date of this lease (including pre-existing hazardous substance contamination), or (ii) the removal of any wellbore, equipment, fixtures, facilities or other property located in, on or under the leased premises prior to the date of this lease. Lessor further agrees to indemnify, defend and hold Lessee and its directors, officers, employees, agents and representatives harmless from and against any and all claims, losses, liability (including liability pursuant to the federal Comprehensive Environmental Response, Compensation and Liability Act), damages, diminutions in value and causes of action arising out of any wellbore, equipment, fixtures, facilities or other property located in, on or under the leased premises prior to the date of this lease.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of a recorded instrument or instruments evidencing same. If Lessee transfers its interest hereunder, in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to the interest not so transferred. If six (6) or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation to develop the leased premises shall arise during the primary term. Should oil, gas or other hydrocarbons be discovered in paying quantities on the leased premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres plus an acreage tolerance not to exceed ten percent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per six hundred and forty (640) acres plus an acreage tolerance not to exceed ten percent (10%) of six hundred and forty (640) acres of the area retained hereunder and capable of producing gas in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have ninety (90) days after receipt of such notice in which to commence compliance with the obligations imposed by virtue of this lease.





EXHIBIT "A"

Attached to and by reference made a part of that certain Oil and Gas Lease dated March 30, 1993, by and between KARL L. RIEMAN and TERESA A. RIEMAN, Lessor, and Palladian Enterprises Inc., Lessee.

ADDITIONAL PROVISIONS:

1. Lessee shall reimburse Lessor for the market value of any growing crops destroyed by Lessee's operations hereunder, or for the market value of crops taken out of cultivation due to Lessee's operations by paying to Lessor prior to initiation of drilling the sum of \$1,500.00 per acre of land utilized in such operation. As to any lands owned by Lessor designated for Lessee's surface use which have tile drainage systems, Lessee shall pay to Lessor the sum of \$2,000.00 per acre. Furthermore, Lessee shall also reimburse Lessor for the reasonable value of damages to the livestock, fences, roads, personal property, buildings or other improvements of Lessor caused by Lessee's operations on the leased premises.

2. It is hereby understood and agreed that prior to entry on the leased premises, Lessee shall consult with Lessor as to the location of all drillsites, points of ingress and egress, roads, and, if necessary, production facilities. Lessee agrees to use reasonable efforts to minimize the amount of acreage utilized during its operations, and maintain the leased premises so as to minimize interference with Lessor's agricultural use of the leased premises.

3. Upon notice from Lessee of its intent to conduct operations on the leased premises, Lessor agrees to consult with Lessee to determine the location and positions of any and all tile drains and outlets situated in or on the leased premises. Lessee shall use reasonable efforts to conduct its operations to protect such drains and outlets from damage, and as long as this lease is in full force and effect, Lessee shall repair or restore any drains or outlets which are damaged by Lessee during the course of its operations on the leased premises within ninety (90) days from the date of notification by Lessor of such damage, given adequate weather conditions.

4. IT IS HEREBY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT THE PROVISIONS OF THIS EXHIBIT "A" SHALL SUPERSEDE ANY PROVISIONS OF THE PRINTED LEASE FORM TO THE CONTRARY.

SIGNED FOR IDENTIFICATION THIS 30 day of March, 1993.

Witness:

Lessor:

H. Nathan Crawford III  
H. Nathan Crawford III (as to both)

Karl L. Riemann  
KARL L. RIEMAN

Jill A. Woodward  
Jill A. Woodward (as to both)

Teresa A. Riemann  
TERESA A. RIEMAN

EXHIBIT "B"

Attached to and by reference made a part of that certain Oil and Gas Lease dated March 30, 1993, by and between Karl L. Rieman and Teresa A. Rieman, Lessors, and Palladian Enterprises Inc., Lessee.

**DESCRIPTION:**

**TRACT 1: Parcel No. 44-0001007203;** That certain parcel of land containing 129.83 acres, more or less, being a part of the Northeast Quarter (NE/4) of Section 27, Township 1 South, Range 9 East, being the same property acquired by Lessors in that certain Warranty Deed dated April 22, 1982 and filed for record in COB 426, Page 572 of the Office of the Recorder of Hancock County, Ohio; **SAVE AND EXCEPT:** That certain parcel of land containing 2.365 acres, more or less, being the same property referenced in that certain Warranty Deed dated October 6, 1986 and filed for record in COB 507, Page 91 of the Office of the Recorder of Hancock County, Ohio; **ALSO SAVE AND EXCEPT:** That certain parcel of land containing 1.178 acres, more or less, being the same property referenced in that certain Warranty Deed dated October 6, 1986 and filed for record in COB 508, Page 1020 of the Office of the Recorder of Hancock County, Ohio; **ALSO SAVE AND EXCEPT:** That certain parcel of land containing 10.0 acres, more or less, being the same property referenced in that certain Warranty Deed dated August 8, 1990 and filed for record in COB 589, Page 761 of the Office of the Recorder of Hancock County, Ohio;

Leaving a balance leased herein as to Tract 1 of 116.287 acres, more or less;

**TRACT 2: Parcel No. 44-0000116860;** That certain parcel of land containing 80.0 acres, more or less, being the West Half (W/2) of the Southeast Quarter (SE/4) of Section 26, Township 1 South, Range 9 East, being the same property acquired by Lessors in that certain Warranty Deed dated July 19, 1971 and filed for record in COB 357, Page 705 of the Office of the Recorder of Hancock County, Ohio; **SAVE AND EXCEPT:** That certain parcel of land containing .20 acres, more or less, being the same property references in that certain Warranty Deed dated July 19, 1971 and filed for record in COB 357, Page 705 of the Office of the Recorder of Hancock County, Ohio; **ALSO SAVE AND EXCEPT:** That certain parcel of land containing 5.226 acres, more or less, being the same property referenced in that certain Warranty Deed dated February 18, 1972 and filed for record in COB 362, Page 244 of the Office of the Recorder of Hancock County, Ohio; **ALSO SAVE AND EXCEPT:** That certain parcel of land containing 3.331 acres, more or less, being the same property referenced in that certain Warranty Deed dated March 27, 1973 and filed for record in COB 370, Page 40 of the Office of the Recorder of Hancock County, Ohio; **ALSO SAVE AND EXCEPT:** That certain parcel of land containing 2.282 acres, more or less, being the same property referenced in that certain Warranty Deed dated August 31, 1973 and filed for record in COB 373, Page 480 of the Office of the Recorder of Hancock County, Ohio; **ALSO SAVE AND EXCEPT:** That certain parcel of land containing 2.282 acres, more or less, being the same property referenced in that certain Warranty Deed dated August 31, 1973 and filed for record in COB 381, Page 703 of the Office of the Recorder of Hancock County, Ohio;

Leaving a balance leased herein as to Tract 2 of 66.679 acres, more or less;

**TRACT 3: Parcel No. 44-0000117060;** That certain parcel of land containing 17.37 acres, more or less, being known as the West 17.37 acres of the North Half (N/2) of the Northeast Quarter (NE/4) of Section 27, Township 1 South, Range 9 East, being the same property acquired by Lessors as parcel 1 in that certain Warranty Deed dated February 23, 1967 and filed for record in COB 328, Page 258 of the Office of the Recorder of Hancock County, Ohio;

Leaving a balance leased herein as to Tract 3 of 17.37 acres, more or less;



TRACT 4: Parcel No. 44-0000117050; That certain parcel of land containing 160.0 acres, more or less, being the Southeast Quarter (SE/4) of Section 27, Township 1 South, Range 9 East, being the same property acquired by Lessors in that certain Warranty Deed dated February 3, 1956 and filed for record in COB 257, Page 375 of the Office of the Recorder of Hancock County, Ohio; SAVE AND EXCEPT: That certain parcel of land containing 2.18 acres, more or less, being the same property references in that certain Warranty Deed dated February 16, 1962 and filed for record in COB 296, Page 543 of the Office of the Recorder of Hancock County, Ohio;

Leaving a balance leased herein as to Tract 4 of 157.82 acres, more or less;

TRACT 5: Parcel No. 44-0000116750; That certain parcel of land containing 80.0 acres, more or less, being the West Half (W/2) of the Northwest Quarter (NW/4) of Section 26, Township 1 South, Range 9 East, being the same property acquired by Lessors in that certain Warranty Deed dated February 18, 1980 and filed for record in COB 413, Page 678 of the Office of the Recorder of Hancock County, Ohio; SAVE AND EXCEPT: That certain parcel of land containing 4.0 acres, more or less, being the same property referenced in that certain Warranty Deed dated February 14, 1986 and filed for record in COB 490, Page 1216 of the Office of the Recorder of Hancock County, Ohio;

Leaving a balance leased herein as to Tract 5 of 76.0 acres, more or less;

TRACT 6: Parcel No. 44-0000116850; That certain parcel of land containing 160.0 acres, more or less, being the Southwest Quarter (SW/4) of Section 26, Township 1 South, Range 9 East, being the same property acquired by Lessors in that certain Warranty Deed dated October 19, 1964 and filed for record in COB 312, Page 627 of the Office of the Recorder of Hancock County, Ohio; SAVE AND EXCEPT: That certain parcel of land containing 24.14 acres, more or less, being the same property references in that certain Warranty Deed dated October 19, 1964 and filed for record in COB 312, Page 627 of the Office of the Recorder of Hancock County, Ohio; ALSO SAVE AND EXCEPT: That certain parcel of land containing 9.0 acres, more or less, being the same property referenced in that certain Warranty Deed dated April 21, 1972 and filed for record in COB 363, Page 735 of the Office of the Recorder of Hancock County, Ohio; ALSO SAVE AND EXCEPT: That certain parcel of land containing 7.633 acres, more or less, being the same property referenced in that certain Warranty Deed dated December 30, 1972 and filed for record in COB 368, Page 730 of the Office of the Recorder of Hancock County, Ohio;

Leaving a balance leased herein as to Tract 6 of 119.227 acres, more or less;



EXHIBIT 'A'  
Attached to and made a part of that certain Assignment of Oil and Gas Lease dated October 14, 1994.

PROP. NO.	LEASE NO.	LESSOR	LESSEE	DATE	YR	STATE	COUNTY	BOOK	PAGE	PROSPECT	LEGAL DESCRIPTION
19722900	OH35460 210	POWELL, L BURNETTE, ET UX	PALLADIAN ENTERPRISES INC	06-19	-93	OH	HANCOCK	947	264	DUKE	T1S, R9E, SEC 22: 35 ACRES OUT OF N/2 SE/4 E/OF NORFOLK AND WESTERN RAILWAY.
19723000	OH35461 210	PROBST, CAROL M, ET VIR	PALLADIAN ENTERPRISES INC	04-03	-93	OH	HANCOCK	963	158	DUKE	T2S, R9E, SEC 10: 68.2 ACRES OUT OF NW/4
19723400	OH35464 210	RADER, JOHN E, ET UX	PALLADIAN ENTERPRISES INC	05-17	-93	OH	HANCOCK	947	238	DUKE	T1S, R9E, SEC 25: 77.38 ACRES OUT OF NW/4
19723500	OH35465 210	REAM, JERRY A, ET UX	PALLADIAN ENTERPRISES INC	04-01	-93	OH	HANCOCK	963	69	DUKE	T2S, R9E, SEC 28: N/2 SE/4 NE/4, S/2 SW/4 NE/4
19723600	OH35466 210	REAM, RUSSELL A, ET UX	PALLADIAN ENTERPRISES INC	05-13	-93	OH	HANCOCK	946	277	DUKE	T2S, R9E, SEC 22: S/2 SE/4
19723900	OH35468 210	REIGLE, CLARENCE O, ET UX	PALLADIAN ENTERPRISES INC	05-12	-93	OH	HANCOCK	964	119	DUKE	T2S, R9E, SEC 4: NE/4 NE/4, 10 ACRES OUT OF N/2 E/2 W/2 NE/4, IN ALL CONTAINING 58 ACRES; SEC 8: NE/4 SE/4, N/2 E/2 W/2 SE/4
19724000	OH35469 A210	REITER, ROBERTA A	PALLADIAN ENTERPRISES INC	06-11	-93	OH	HANCOCK	946	281	DUKE	T1S, R9E, SEC 23: 55.2 ACRES OUT OF W/2 SW/4
19724300	OH35470 210	RIEMAN, KARL L, ET UX	PALLADIAN ENTERPRISES INC	03-30	-93	OH	HANCOCK	947	276	DUKE	T1S, R9E, SEC 26 & 27: SEE LEASE EX 'B'
19724400	OH35471 210	RILEY, FRANCES L	PALLADIAN ENTERPRISES INC	06-05	-93	OH	HANCOCK	1017	229	DUKE	T2S, R9E, SEC 22: 158 ACRES OUT OF NW/4
19724600	OH35473 210	ROMICK, DANIEL J, ET UX	PALLADIAN ENTERPRISES INC	06-04	-93	OH	HANCOCK	946	249	DUKE	T1S, R9E, SEC 25: 118 ACRES OUT OF S/2 N/2 SW/4 & N/4 S/2 SW/4 & S/4 S/2 NW/4 & N/2 N/2 SW/4.
19724700	OH35474 210	ROSSMAN, DEWAYNE M, ET UX	PALLADIAN ENTERPRISES INC	04-13	-93	OH	HANCOCK	963	148	DUKE	T2S, R9E, SEC 23: 74 ACRES OUT OF N/2 NW/4; SEC 14: 60 ACRES OUT OF E/SIDE SW/4, SE/4 SE/4 NW/4
19724800	OH35475 210	ROTH, LOUISA E	PALLADIAN ENTERPRISES INC	05-15	-93	OH	HANCOCK	946	327	DUKE	T1S, R9E, SEC 33: 70.33 ACRES OUT OF W/2 NW/4 & S/2 SE/4 NW/4, 50 ACRES OUT OF S/PART W/2 NE/4, N/2 SE/4 NW/4, S/2 S/2 NE/4 NW/4; T1S, R10E, SEC 8: 87.27 ACRES OUT OF E/2 SW/4.
19725200	OH35479 A210	SCHROLL, RALPH A, ET AL	PALLADIAN ENTERPRISES INC	05-05	-93	OH	HANCOCK	964	131	DUKE	T2S, R9E, SEC 4: 53.3 ACRES OUT OF N/2 SE/4



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19726300	OH35479 B210	SCHROLL, RANDY J, ET AL	PALLADIAN ENTERPRISES INC	05-06	-93	OH	HANCOCK	964	135	DUKE	T2S, R9E, SEC 4: 53.3 ACRES OUT OF N/2 SE/4
19726400	OH35480 210	SCHWINN, ROY R, ET AL	PALLADIAN ENTERPRISES INC	07-28	-93	OH	HANCOCK	1096	54	DUKE	T1S, R9E, SEC 36: 39.13 ACRES OUT OF SW/4 SW/4; SEC 25: 80 ACRES OUT OF N/PART NE/4
19726500	OH35481 210	SCHWINN, ROY R, ET UX	PALLADIAN ENTERPRISES INC	07-28	-93	OH	HANCOCK	1017	247	DUKE	T1S, R9E, SEC 25: W/20 ACRES OUT OF N/100 ACRES OUT OF NE/4 & E1/3 OUT OF NE/CORNER NW/4
19726600	OH35482 210	SCOLES, ALLEN L	PALLADIAN ENTERPRISES INC	03-25	-93	OH	HANCOCK	885	82	DUKE	T2S, R9E, SEC 18: 76.4 ACRES OUT OF W/2 SW/4, NW/PART N/PART LOT #9, 9.94 ACRES OUT OF S/SIDE SW/4 NW/4, CONTAINING 106.3 ACRES IN ALL.
19724100	OH35469 B210	SMITH, CAROL M	PALLADIAN ENTERPRISES INC	06-14	-93	OH	HANCOCK	947	260	DUKE	T1S, R9E, SEC 23: 55.2 ACRES OUT OF W/2 SW/4
19726700	OH35483 210	SOLT, ROGER E INDIVIDUALLY AND TRUSTEE	PALLADIAN ENTERPRISES INC	04-15	-93	OH	HANCOCK	963	143	DUKE	T2S, R9E, SEC 14: 85 ACRES OUT OF W/100 ACRES OUT OF SW/4.
19726800	OH35486 210	SPALLINGER RENTALS	PALLADIAN ENTERPRISES INC	05-17	-93	OH	HANCOCK	946	269	DUKE	T2S, R9E, SEC 21: 18.4 ACRES OUT OF E/2 NW/4
19726800	OH35484 210	SPALLINGER, DAVID R, ET UX	PALLADIAN ENTERPRISES INC	05-17	-93	OH	HANCOCK	946	273	DUKE	T2S, R9E, SEC 21: 61.6 ACRES OUT OF E/2 NW/4
19726200	OH35488 210	STALEY, GENEVA M	PALLADIAN ENTERPRISES INC	04-24	-93	OH	HANCOCK	947	256	DUKE	T2S, R9E, SEC 29: NW/4 SW/4
19726300	OH35489 210	STRAHM, RANDY W, ET UX	PALLADIAN ENTERPRISES INC	07-07	-93	OH	HANCOCK	964	163	DUKE	T2S, R9E, SEC 18: 19 ACRES OUT OF S/PART E/2 NE/4
19726600	OH35491 210	STULTZ, ROSELLA J	PALLADIAN ENTERPRISES INC	03-12	-93	OH	HANCOCK	885	98	DUKE	T2S, R9E, SEC 15: W/2 SW/4, S/30 ACRES OUT OF W/2 NW/4
19726600	OH35492 210	THOMPSON, JOHN W, JR, ET UX	PALLADIAN ENTERPRISES INC	04-13	-93	OH	HANCOCK	947	287	DUKE	T1S, R9E, SEC 26: 53.53 ACRES OUT OF E/2 NE/4
19726700	OH35493 210	TRAUCHT, ALMA M	PALLADIAN ENTERPRISES INC	05-11	-93	OH	HANCOCK	946	323	DUKE	T1S, R9E, SEC 25: 80.0625 ACRES OUT OF E/2