



**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

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

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

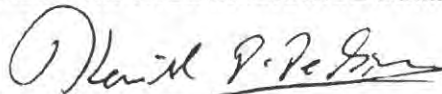
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

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

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements; [ and ]
  - f. Schedule B, Part II—Exceptions; [ and ]
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form].

### 4. COMPANY'S RIGHT TO AMEND

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

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**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

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

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

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

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

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

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Jennifer N. Kuhlman  
Issuing Office: Pemberville, OH  
Issuing Office's ALTA® Registry ID: 1170101  
Loan ID Number:  
Commitment Number: 24-TBD  
Issuing Office File Number: 24-TBD  
Property Address: 0 Bradner Road, Troy Township, Wood County, Ohio (36.24 acres)  
Revision Number: N/A

**SCHEDULE A**

1. Commitment Date: March 6, 2024 at 7:30 a.m.
2. Policy to be issued:
  - a. 2021 ALTA® Owner's Policy of Title Insurance (Rev. 7-01-21)  
Proposed Insured: **Successful Bidder**  
Proposed Amount of Insurance: **\$1,000.00**  
The estate or interest to be insured: **Fee Simple**
  - b. 2021 ALTA® Loan Policy of Title Insurance (Rev. 7-01-21)  
Proposed Insured:  
Proposed Amount of Insurance:  
The estate or interest to be insured:
  - c. [ \_\_\_\_ ALTA® \_\_\_\_\_ Policy]  
Proposed Insured:  
Proposed Amount of Insurance: \$  
The estate or interest to be insured:        ]
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple.**
4. The Title is, at the Commitment Date, vested in: **Jay Griffith and Jennifer L. Griffith, husband and wife, for their joint lives, remainder to the survivor of them, who acquired title by virtue of instrument recorded at Wood County Official Records Volume 2366, Page 696.**
5. The Land is described as follows:  
  
See Schedule 1 attached hereto and incorporated herein for legal description.

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**FIRST AMERICAN TITLE INSURANCE COMPANY**

Issuing Agent: Kuhlman & Beck  
Agent ID No.: 12229068  
Address: 221 E. Front St., P.O. Box H  
City, State, Zip: Pemberville, OH 43450  
Telephone: 419-287-3225

By:   
Authorized Signatory

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Schedule 1

Situated in the Township of Troy, County of Wood and State of Ohio:

The South one-half (1/2) of the North one-half (1/2) of the Southeast quarter (1/4) of Section 23, in Town Six (6) North, Range Twelve (12) East, Troy Township, Wood County, Ohio, subject to legal highways, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE TO-WIT:

Being a parcel of land in the South 1/2 of the North 1/2 of the Southeast 1/4 of Section Twenty-three, Town Six (6) North, Range Twelve (12) East, in Troy Township, Wood County, Ohio, and more particularly described as follows:

Commencing at the East 1/4 Corner of said Section Twenty-three (23);

thence South zero (00) degrees twenty-nine (29) minutes and one and five tenths (01.5) seconds West along the East line of said Section Twenty-three (23) a distance of six hundred sixty-five and two tenths (665.20) feet to a small railroad spike at the Northeast corner of the South 1/2 of the North 1/2 of the Southeast 1/4 of Section Twenty-three (23), which is the point of beginning;

thence continuing South zero (00) degrees twenty-nine (29) minutes one and five tenths (01.5) seconds West along the East line of said Section Twenty-three (23) a distance of two hundred ninety (290.00) feet to a small railroad spike;

thence North eighty-nine (89) degrees forty-one (41) minutes thirty-five (35) seconds West a distance of five hundred sixty-five (565.00) feet to an iron pipe;

thence North zero (00) degrees twenty-nine (29) minutes one and five tenths (01.5) seconds East a distance of two hundred ninety (290.00) feet to an iron pipe on the East-West Centerline of the North 1/2 of the Southeast 1/4 of said Section Twenty-three (23);

thence South eighty-nine (89) degrees forty-one (41) minutes thirty-five (35) seconds East along the East-West Centerline of the North 1/2 of the Southeast 1/4 of said Section Twenty-three (23) a distance of five hundred sixty-five (565.00) feet to the East line of said Section Twenty-three (23) and the point of beginning. This parcel contains 3.761 acres of land, more or less.

Containing after said exception 36.239 acres of land, more or less. Subject to legal highways.



### SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. The documents must contain the unconditional approval of the township, county planning commission, county engineer, and health department as to the legal description in order to transfer the aforesaid premises to the purchaser.
5. Satisfactory release or subordination, as to the premises in question, of the following liens:
  - a. General Real Estate Mortgage given to Jay Griffith from Elizabeth A. Dazell and Jeffrey J. Dazell, husband and wife, dated November 12 & 13, 2003, and filed for record on December 30, 2003 in Wood County Official Records at Volume 2366, Page 693, securing the principal sum of \$112,344.00, together with any and all terms and conditions contained therein.
6. Pay all taxes, charges, assessments, levied and assessed against the subject premises, which are due and payable:

Parcel No.: U69-612-230000024000

Taxes and assessments for the 1st half of the year 2023 in the amount of \$808.74 are paid.

Taxes and assessments for the 2nd half of the year 2023 in the amount of \$808.74 are unpaid, payable, but not yet due.

Said half taxes include the following assessment:

12-332 DH TOUSSAINT CK JT: 1st 1/2: \$45.42; 2nd 1/2: \$45.42

11-901 DH 2335 M RUCH: 1st 1/2: \$5.88; 2nd 1/2: \$5.88

Taxes and assessments for the year 2024 are by law a lien but are not yet due and payable.

The Land described in Schedule 1 appears on the Agricultural Land Tax List (Current Agricultural Use Valuation). The Company does not insure against loss or damage, nor attorneys fees or costs, for any lien which may arise pursuant to RC 5713.01, et seq.

Taxes and assessments set forth herein have been taken from the Treasurer's computerized tax list, and we, therefore, assume no liability with respect to any difference between this amount and the amount as actually disclosed on the tax duplicate.

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7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractors, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notices of intent to perfect a lien for labor or materials.

### SCHEDULE B, PART II—Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.

Parcel No.: U69-612-230000024000

Taxes and assessments for the 1st half of the year 2023 in the amount of \$808.74 are paid.

Taxes and assessments for the 2nd half of the year 2023 in the amount of \$808.74 are unpaid, payable, but not yet due.

Said half taxes include the following assessment:

12-332 DH TOUSSAINT CK JT: 1st 1/2: \$45.42; 2nd 1/2: \$45.42

11-901 DH 2335 M RUCH: 1st 1/2: \$5.88; 2nd 1/2: \$5.88

Taxes and assessments for the year 2024 are by law a lien but are not yet due and payable.

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The Land described in Schedule 1 appears on the Agricultural Land Tax List (Current Agricultural Use Valuation). The Company does not insure against loss or damage, nor attorneys fees or costs, for any lien which may arise pursuant to RC 5713.01, et seq.

Taxes and assessments set forth herein have been taken from the Treasurer's computerized tax list, and we, therefore, assume no liability with respect to any difference between this amount and the amount as actually disclosed on the tax duplicate.

7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Captioned premises are subject to zoning and use resolutions/ordinances, if any, imposed by the proper public authorities.
10. We make no representations regarding and extend no guaranty with respect to the acreage of the captioned premises.
11. Captioned premises are subject to a General Real Estate Mortgage given to Jay Griffith from Elizabeth A. Dazell and Jeffrey J. Dazell, husband and wife, dated November 12 & 13, 2003, and filed for record on December 30, 2003 in Wood County Official Records at Volume 2366, Page 693, securing the principal sum of \$112,344.00, together with any and all terms and conditions contained therein.
12. Captioned premises are subject to an Easement from Max Leking aka Max L. Leking and Marguerite C. Leking, husband and wife, to the Toledo Edison Company and recorded on October 20, 1966 at Volume 446, Page 699 of the Deed Records of Wood County, Ohio. (For further terms and conditions, see copy attached hereto.)
13. Captioned premises are subject to an Easement from Fred Leking, Sr., unmarried, to the Toledo Edison Company and recorded on October 31, 1940 at Volume 254, Page 164 of the Deed Records of Wood County, Ohio. (For further terms and conditions, see copy attached hereto.)
14. Captioned premises are subject to an Oil and Gas Lease from Robert A. Emch and Gloria Jean Emch, husband and wife, to Northern Ohio Oil & Gas Co. and recorded on April 2, 1980 at Volume 69, Page 418 of the Lease Records of Wood County, Ohio. NOTE: No search has been made of subsequent assignments or releases hereof. (For further terms and conditions, see copy attached hereto.)
15. Captioned premises are subject to an Oil and Gas Lease from Fred Leking to C.C. Harris and recorded on September 20, 1895 at Volume T, Page 468 of the Lease Records of Wood County, Ohio. NOTE: No search has been made of subsequent assignments or releases hereof. (For further terms and conditions, see copy attached hereto.)

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EASEMENT

446/699

That  
Max Leking and Marguerite C. Leking, husband and wife

Grantor, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, conveys and warrants to THE TOLEDO EDISON COMPANY, an Ohio corporation, the Grantee, forever, an easement for lines for the transmission and/or distribution of electricity upon, over, under and across the following described premises:

The south half (1/2) of the north half (1/2) of the southeast quarter (1/4) of Section #23, Town 6-North, Range 12-East in Troy Township, Wood County, Ohio. Subject to legal highways.

The land to be used for easement purposes being the west fifty (50) feet of the above described property.

Grantee shall have the right at any location or locations within the easement boundaries to construct, operate, repair, patrol, inspect, extend, enlarge, re-place, remove, relocate, change, add to and maintain any number of such lines desired by Grantee for the transmission and/or distribution of electricity; such line or lines may at Grantee's option be placed overhead or underground or one or more overhead and one or more underground, each line to consist of components of such type, number, size, design and material as desired by Grantee, and without in any way limiting the generality of the foregoing, an overhead line may include a row of towers or other supporting means or structures, cables and wires extending between such supports, cross arms, fixtures, appliances, appurtenances, underground cables, and other items incident to the line or its components and an underground line may include cables buried not less than 3 feet underground, with or without, conduit tile, tubing, padmounts, surface structures, transformers, or other items incident to the line or its components, and all of the rights applicable to the line or lines shall also be applicable to each component thereof. The voltage of electricity to be transmitted and/or distributed shall be as desired by Grantee. Grantee shall have the right, within the easement boundaries, to travel by foot or vehicle, use equipment, dig trenches, backfill, construct crossings for ditches or creeks, temporarily remove fences, pile earth excavation and material, trim, cut, remove or control by other means trees, underbrush and weeds, remove all obstructions, buildings, structures or materials, and do any and all things which Grantee desires in order to exercise the easement rights granted by this instrument, and all matters incident thereto. Grantee shall have the right to trim, cut, or remove such trees on the above described premises outside of the boundaries of the easement as in the judgment of Grantee will interfere with or endanger Grantee's line or line or the operation thereof. Grantee shall have the right of reasonable ingress and egress by foot or vehicle and for equipment across the above described premises outside of the boundaries of the easement to and from the area within the easement boundaries. Any and all rights granted to Grantee in this instrument may be exercised in whole or in part, at any and all times, or from time to time, as desired by Grantee, without any limitation or determination by reason of original or subsequent construction or use, or delay or non-use.

Grantor, subject to the rights granted to Grantee in this instrument, shall have the right within the boundaries of the easement to grow agricultural crops, lawn and shrubbery, and to construct and maintain fences, drain tile and ditches. Provided, however, any such use permitted to the Grantor shall be exercised so as in the judgment of Grantee not to endanger or damage Grantee's installations or interfere with the rights granted to Grantee in this instrument. Grantee will repair, replace, or pay damages for any and all of the foregoing items permitted to be maintained by Grantor within the easement boundaries which are now in existence or hereafter grown or established pursuant to the above which may be temporarily removed, damaged or destroyed by Grantee in the construction or maintenance of the lines. Grantor shall not within the boundaries of the easement place any objects or material, or do any excavating, except as above specifically permitted, or build any structure, plant any tree, maintain any fire or do any mining or drilling, or in any way in Grantee's judgment endanger or damage Grantee's installations or interfere with the rights granted to Grantee in this instrument.

To Have and To Hold the easement aforesaid with each and every of the rights and privileges thereunto belonging unto said Grantee forever. This easement is in addition to such rights in the above described premises as Grantee may own at the date hereof. "Grantor", as used in this instrument, shall include all persons or corporation executing this instrument and their heirs, devisees, executors, administrators, lessees, and assigns or successors, and "Grantee" shall include Grantee's successors and assigns. All covenants shall run with the land. The singular shall be deemed to include the plural and the plural the singular when the context requires.

Grantor acquired title by instrument recorded in Volume 263 at Page 498 of Wood County Deed Records.

IN WITNESS WHEREOF Max & Marguerite Leking  
has set their hand this 14th day of June, 1966.

Signed and acknowledged  
in the presence of  
Wm. W. Baird  
Wm. W. Baird  
Beatrice M. Baird  
Beatrice M. Baird

Max L. Leking  
Max L. Leking  
Marguerite C. Leking  
Marguerite C. Leking

The State of OHIO County, ss:  
Before me, a Notary Public in and for said County and State, personally appeared MAX AND MARGUERITE LEKING  
who acknowledged that they did sign the foregoing instrument and that same is their free act and deed.



IN WITNESS WHEREOF, I have affixed my hand and affixed my seal this 14th day of June, 1966.  
Sandusky and Wood Counties, Ohio  
My Commission Expires May 7, 1969  
Lawrence Grabenstetter  
Notary Public

This Easement prepared by  
The Toledo Edison Company  
Easement No. \_\_\_\_\_ Parcel No. \_\_\_\_\_  
ED 9499-1

5304

FILE  
TOLEDO EDISON BOX

RECORDER'S OFFICE, WOOD CO., OHIO

Filed *Oct. 19* 19*66* of *950* M.

Recorded *Oct. 20* 19*66* in

Vol. *446* Page *697* Recorder of

*Wash.* Wood Co., Ohio

*Paul H. Davis*

*RP*

FILE  
TOLEDO EDISON BOX

100





69/418 364

OIL AND GAS LEASE

Form G&T (77)

THIS LEASE, made and entered into this 28th day of February, 1980, by and between Robert A. Emch and Gloria Jean Emch (Husband and Wife)

21440 US RT 23

of Pemberville, Ohio, hereinafter called the Lessor, and

Northern Ohio Oil & Gas Co. hereinafter called the Lessee, WITNESSETH: 4209 1/2 S. Cleveland Massillon Rd., Norton, Ohio 44203

1. That the Lessor, for and in consideration of One Dollar (\$1.00), and other valuable consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, for the purpose of drilling, operating for, producing and removing oil and gas and all the constituents thereof, and to transport by pipelines or otherwise across and through said lands oils, gas and their constituents from the subject and other lands, regardless of the source of such gas or the location of the wells and of placing tanks, equip-

ment, roads and structures thereon to procure and operate for the said products, all that certain tract of land situated in Troy Township,

(XXXX) 23 in Wood County, Ohio bounded substantially as follows: Also being a part of the SE quarter of Sec. 23

North by lands of W. Holtmeyer

East by lands of M. Leking

South by lands of M. Bruggemeier

West by lands of F. Babione

Being all the property owned by Lessor in Section XX 23 of Troy Township, containing 36 acres, more or less.

2. No well shall be drilled within 200 feet of the present buildings unless both parties consent thereto.

3. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of ten years and so much longer thereafter as oil or gas or their constituents shall be found on the premises in paying quantities in the judgment of the Lessee or as the premises shall be operated by the Lessee in the search for oil or gas.

4. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within Six (6) months from the date hereof, a well shall be commenced on the premises, or unless the Lessee shall thereafter pay a delay rental of \$36.00

Thirty six and 00/100-----Dollars each year, payments to be made quarterly until the commencement of a well. A well shall be deemed commenced when preparations for drilling have been commenced.

5. In consideration of the premises the Lessee covenants and agrees: (A) To deliver to the credit of the Lessor in tanks or pipe lines, as royalty free of cost, the equal one-eighth (1/8) part of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is run into tanks or pipe lines.

(B) To pay to the Lessor, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-eighth (1/8) of the wellhead price paid to Lessee per thousand cubic feet of such gas so marketed and used, measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.73 pounds atmospheric pressure, at a standard base temperature of 60° Fahrenheit and stipulated flowing temperature of 60° Fahrenheit, without allowance for temperature and barometric variations; payments or royalty for gas marketed during any calendar month to be on or about the 30th day of the following month. (C) Lessee to deduct from payments in (A) and (B) above Lessor's prorata share of any severance (excise) tax imposed by any government body.

6. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to

Direct to Lessor at

and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil or gas of their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided.

7. The Lessor may, at Lessor's sole risk and cost, lay a pipeline to any one gas well on the premises, and take gas produced from said well for domestic use in one dwelling house on the leased premises, at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee. The first two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet of gas, taken each year shall be paid for at the last published rates of the gas utility in the town or area nearest to the leased premises. Lessor to pay and maintain the pipeline and furnish regulators and other necessary equipment at Lessor's expense. This privilege is upon the condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas, and Lessor shall maintain the said pipeline, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas. If the Lessor shall take excess gas as aforesaid in any year and fail to pay for the same the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder. Lessor acknowledges that he has been advised as to the risks inherent in the taking of gas in this manner, and Lessor agrees to assume all such risks whether same be caused by Lessor's lines or equipment, or whether same be caused by Lessee's equipment or well operation; and Lessor agrees to hold Lessee and the well operator and all parties in interest in any well on the leasehold premises harmless from any claims of any nature whatsoever which may arise by the usage of gas from any such well by Lessor, his heirs, executors, administrators, and assigns. Lessor further agrees that upon the sale or transfer of the leased premises to whom someone other than the Lessor is entitled to take the gas under this Paragraph 7, that the gas supply will be terminated by Lessee until the Buyer of the property executes an agreement regarding the usage of the gas in the same form as the within agreement. In the absence of such an agreement, free gas under this provision, shall terminate the within right to free gas not being assignable without the consent of the Lessee.

8. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either party hereunder shall cease and terminate unless within twelve (12) months from the date of the completion of the plugging of such well the Lessee shall commence another well or unless the Lessee resumes the payment of delay rental as hereinabove provided.

9. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, a well rental in lieu of royalty and delay rental in the amount and under the terms hereinabove provided for delay rental until production is marketed and sold off the premises or such well is plugged and abandoned according to law. In the event no delay rentals are stated payments hereunder shall be made on the basis of \$1.00 per acre per year.

10. The consideration, land rentals, well rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights granted to the Lessee and the further right of drilling or not drilling on the leased premises, whether to offset producing wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

11. The Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or strata therein with other lands to form an oil and gas development unit of not more than 160 acres or the amount of acreage contained in a lot or section of land in the township in which the leased premises are located, whichever is greater, for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the owner of the lands in which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) oil and gas royalty hereinbefore provided, that proportion of such one-eighth (1/8) royalty which the acreage consolidated bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration or consolidation with the same formality as this oil and gas lease section forth, the leases or portions thereof consolidated, the royalty distribution and recording the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If the well or said development unit shall thereafter be shut in, the well rental for shut in royalty hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each parcel bears to the entire acreage consolidated.

12. In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein then the royalties and rentals herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessee either by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of such original instrument or a duly certified copy thereof to the Lessee.

13. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be developed and operated as an entity, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each owner bears to the entire leased acreage.

14. The Lessee shall have the right to assign and transfer, as hereinabove set forth, the within lease in whole or in part and Lessor waives notice of any assignment or transfer of the within lease. Failure of payment of rental or royalty on any part shall not void this lease as to any other part. Lessor agrees that when and if the within lease is assigned the Lessee herein shall have no further obligations hereunder. The Lessee further grants to the Lessee, for the protection of and to become subrogated to the rights of such claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any existing liens on the premises.

15. The Lessee shall bury, when so requested by the Lessor, all pipe lines used to conduct oil or gas to, on, through and off the premises and pay all damages caused by operations under this lease. Any damages if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser.

For Assignment, see Vol. 70, Page 772 of Lease for assignment, see Vol. 70, Page 774 of Lease. For Assignment see Vol. 70, Page 774 of Lease.

For Assignment, see Vol. 71, Page 781, Lease for assignment, see Vol. 71, Page 793, Lease. For Assignment see Vol. 75, Page 249, Lease.

For Assignment, see Vol. 74, Page 460 of Lease. For Assignment, see Vol. 74, Page 460 of Lease. For Assignment, see Vol. 74, Page 471 of Lease.

FOR ASSIGNMENT SEE VOLUME 78, PAGE 356, WOOD COUNTY, OHIO LEASE RECORDS.

16. The Lessee shall have the privilege of using sufficient oil, gas and water for operating on the premises and the right at any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by returning the lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liabilities under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the land rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

17. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure including but not limited to acts of God, strikes, riots, and governmental restrictions this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts.

18. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

19. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into the agreement of imposed upon the parties or either of them. Additions to this lease are listed below initiated by Lessors and here to made a part of this lease. *RJE*

IN WITNESS WHEREOF the Lessors have hereunto set their hands.

Signed and Acknowledged in the presence of:

Signature

Social Security No. or Tax I.D. No.

*Todd D. Rolfe*  
Todd D. Rolfe

*Robert A. Emch*  
Robert A. Emch

299-36-9668

Witness to these signatures

*Jane R. McKay*  
Jane R. McKay

*Gloria Jean Emch*  
Gloria Jean Emch

300-36-2626

STATE OF Ohio )  
COUNTY OF Wood ) SS.

Individual

Before me, a Notary Public in and for said county and state, personally appeared the above named Robert A. Emch &

who acknowledged to me that Gloria Jean Emch did execute the foregoing instrument and that the same is their free act and deed for the uses and purposes therein set forth.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at Pemberville, Ohio this 28th day of February, 1985

My Commission Expires: February 16, 1985

STATE OF Ohio )  
COUNTY OF Wood ) SS.

Individual

Before me, a Notary Public in and for said county and state, personally appeared the above named \_\_\_\_\_

who acknowledged to me that \_\_\_\_\_ did execute the foregoing instrument and that the same is \_\_\_\_\_ free act and deed for the uses and purposes therein set forth.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

Notary Public

Corporation

Before me, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_ and \_\_\_\_\_

the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, for the above named corporation, who acknowledged to me that they did execute the foregoing instrument for and on behalf of said corporation, pursuant to authority so to do duly conferred on them by the Board of Directors of said corporation, and that the same is the free act and deed of said corporation and of themselves as such officers, for the uses and purposes therein set forth.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

- RAE* 1. With regard to restoration of the drill site, it is agreed that Lessee will remove all foreign matter including brush and trees cut down, restore the ground to its original contour as nearly as possible and seed and fertilize. *RJE*
- RAE* 2. All roads used for ingress and egress are to be kept maintained by the Lessee, all above ground equipment used is to be painted by the Lessee and all production areas are to be kept free of brush and debris by the Lessee. *RJE*
- RAE* 3. With regard to Plugging the well Lessee agrees to conform to Ohio Oil and Gas Law as stated as of July 1, 1979. *RJE*

This instrument was prepared by: Northern Ohio Oil & Gas Co.  
4209 1/2 S. Cleveland Massillon Rd.  
Norton, Ohio 44203

01175 Ref 21287

**OIL AND GAS LEASE**

From refile to change legal

at Office

To RECORDED WITHIN WOOD COUNTY, OHIO  
led 11/22/85 at 3:45 PM  
recorded April 2, 1985 in Vol. 69  
page 418 record of 14

Paul McDavid Recorder  
fee \$ 5.50

LOCATED

Record for Record March 12, 1980  
dated March 12, 1980 @ 2:00 PM  
page 69 Page 364

Paul McDavid  
County Recorder  
fee \$5.00  
ba

Paul McDavid  
County Recorder  
44203

For assignment of this lease see page 458 this volume  
For further description of this lease see Vol. 31 Page 472 (598-594)  
For extension of this lease see Vol. 32 Page 97 (621-624)  
For assignment of this lease see Vol. 33 Page 97 (621-624)  
Postol  
700 Release see Vol. 40 Page 222

Fred LeKing  
51  
L. C. Harris  
In consideration of the sum of One Dollar and the covenants and agreements hereinafter contained Fred LeKing first party hereby grant unto L. C. Harris second party his heirs or assigns all the oil and gas in and under the following described premises together with the exclusive right to enter thereon for the purpose of drilling or operating for oil or gas to erect maintain and remove all structures pipe lines and machinery necessary for the production and storage of oil gas or water namely  
A lot of land situated in the Township of Troy County of Wood in the State of Ohio bounded and described as follows Being the South one half of the North one half of the South East quarter of Section twenty three also the west one half of the North West quarter of the South West one quarter of Section twenty four  
This grant is to terminate within twelve years from this date containing sixty acres more or less.  
The above grant was made on the following terms Should oil be found in paying quantities upon the premises second party agree to deliver to the first party in the pipe line with which he may connect his well or wells the one fifth part of all the oil saved from said premises. If gas only is found second party agree to pay two hundred Dollars each year for the product of each well while the same is being used off the premises and first party shall have gas free of expense to light and heat the dwellings on the premises. The second party shall have the right to use sufficient gas oil or water to run all machinery used by him in carrying on his operations on said premises and the right to remove all his property at any time. If no well is drilled within ninety days from this date then this grant shall become null and void unless second party shall pay to the first party thirty Dollars for each month in advance thereafter such completion is delayed. If first well is a paying oil well five more wells are to be drilled on above described lands one every ninety days from the time first well is to be completed provided the wells produce oil in paying quantities as they are drilled second party agrees to offset all wells that may be drilled on other lands along the lines of this property that produce



oil in paying quantities after first well second party agrees to pay first party one hundred dollars for each well location where the stake is stuck. Second party is to pay Henry Obermyer for all crop he may destroy by reason of any operations he may conduct while Obermyer has the lease for crop purposes. It is agreed by the parties to this contract that a failure on the part of the second party to comply with the terms of this contract renders this grant null and void and neither party to be held for any liability.  
 In Witness Whereof the parties have hereunto set their hands this tenth day of June A.D. 1895.

Witness  
 R. M. Durbin  
 Chas. Rohrer  
 Fred LeKing  
 C. C. Harris

The State of Ohio County of Sandusky S.S.  
 Before me R. M. Durbin Mayor Village of Woodville Ohio in and for appeared Fred LeKing and C. C. Harris and Acknowledged the execution of the within lease Witness my hand and seal this 10 day of June 1895  
 Received Sept 20<sup>th</sup> 1895  
 Recorded Sept 20 1895  
 R. M. Durbin Mayor  
 Village Woodville Ohio  
 W. L. Hinkley Recorder

Received of C. C. Harris thirty Dollars one month rental on oil and gas lease given to C. C. Harris June 10<sup>th</sup> 1895  
 Sept 6<sup>th</sup> 1895  
 Recorded the Above Receipt Sept 20<sup>th</sup> 1895  
 Fred LeKing  
 W. L. Hinkley Recorder

Henry Weasel  
 George Carrothers  
 This Agreement Made and entered into this 19<sup>th</sup> day of June A.D. 1895 by and between Henry Weasel of the County of Wood and State of Ohio of the first part and George Carrothers of the second part Witnesseth that the said party of the first part for the consideration of one dollar and the agreements hereinafter mentioned has granted and let unto the party of the second part for the purpose and with the exclusive right of drilling and operating for Petroleum and gas all that certain tract of land situated in Montgomery Township Wood County and State of Ohio being in Section



**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

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

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


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

**COMMITMENT TO ISSUE POLICY**

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

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance [issued by First American Title Insurance Company]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].*

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

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

**4. COMPANY'S RIGHT TO AMEND**

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

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

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**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

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

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Form 50168939 (8-26-22)





**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Jennifer N. Kuhlman  
Issuing Office: Pemberville, OH  
Issuing Office's ALTA® Registry ID: 1170101  
Loan ID Number:  
Commitment Number: 24-TBD  
Issuing Office File Number: 24-TBD  
Property Address: 21221 Bradner Road, Luckey, OH 43443  
Revision Number: N/A

**SCHEDULE A**

1. Commitment Date: March 6, 2024 at 7:30 a.m.
2. Policy to be issued:
  - a. 2021 ALTA® Owner's Policy of Title Insurance (Rev. 7-01-21)  
Proposed Insured: **Successful Bidder**  
Proposed Amount of Insurance: **\$1,000.00**  
The estate or interest to be insured: **Fee Simple**
  - b. 2021 ALTA® Loan Policy of Title Insurance (Rev. 7-01-21)  
Proposed Insured:  
Proposed Amount of Insurance:  
The estate or interest to be insured:
  - c. [        ALTA®                    Policy]  
Proposed Insured:  
Proposed Amount of Insurance: \$  
The estate or interest to be insured:        ]
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple.**
4. The Title is, at the Commitment Date, vested in: **Jay E. Griffith and Jennifer L. Griffith, husband and wife, for their joint lives, remainder to the survivor of them, who acquired title by virtue of instrument recorded at Wood County Deed Records Volume 769, Page 361.**
5. The Land is described as follows:  
  
See Schedule 1 attached hereto and incorporated herein for legal description.

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**FIRST AMERICAN TITLE INSURANCE COMPANY**

Issuing Agent: Kuhlman & Beck  
Agent ID No.: 12229068  
Address: 221 E. Front St., P.O. Box H  
City, State, Zip: Pemberville, OH 43450  
Telephone: 419-287-3225

By:  \_\_\_\_\_  
Authorized Signatory

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Schedule 1

Situated in Troy Township, County of Wood, State of Ohio and being a part of the Southeast 1/4 of Section 23, T6N, R12E, a tract of land bounded and described as follows:

Beginning at a RR Spike found on the East line of the Southeast 1/4 of Section 23, and marking the northeast corner of a 9.580 Acre tract previously recorded in Deed Volume 702, Page 643 of the Wood County Deed Records, and described as lying North 00°00'00" East a distance of 734.60 feet from a RR Spike found marking the southeast corner of the Southeast 1/4 of Section 23;

Thence from the above described point of beginning, and along the north line of said 9.580 Acre tract, South 89°53'20" West, a distance of 341.00 feet to a 1/2" Rebar found marking a corner of said 9.580 Acre tract, and passing a 1/2" Rebar set at 22.5 feet;

Thence parallel with said East line of the Southeast 1/4 of Section 23, and along a westerly line of said 9.580 Acre tract, South 00°00'00" West, a distance of 77.00 feet to a 1/2" Rebar found marking a corner of said 9.580 Acre tract;

Thence along a northerly line of said 9.580 Acre tract, South 89°53'20" West, a distance of 289.00 feet to a 1/2" Rebar found marking a corner of said 9.580 Acre tract;

Thence parallel with said east line of the Southeast 1/4 of Section 23, and along the west line of said 9.580 Acre tract, South 00°00'00" West, a distance of 300.00 feet to a 1/2" Rebar found marking a corner of said tract;

Thence along a northerly line of said 9.580 Acre tract, North 89°53'20" East, a distance of 65.00 feet to a 1/2" Rebar found marking a corner of said tract;

Thence parallel with said east line of the Southeast 1/4 of Section 23, and along a westerly line of said 9.580 Acre tract, South 00°00'00" West, a distance of 357.60 feet to a 1/2" Rebar found on the south line of the Southeast 1/4 of Section 23, and marking the southwest corner of said 9.580 Acre tract;

Thence along the south line of said Southeast 1/4 of Section 23, South 89°52'07" West, a distance of 754.05 feet to a 1/2" Rebar set marking the southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 23, also marking the southeast corner of a 20 Acre tract previously recorded in Deed Volume 646, Page 286 of the Wood County Deed Records;



Thence along the east line of said Southwest 1/4 and along the east line of said 20 Acre tract, North  $00^{\circ}11'30''$  West, a distance of 665.12 feet to a 1/2" Rebar set marking the northeast corner of the South 1/2 of said Southwest 1/4, also marking the northeast corner of said 20 Acre tract;

Thence along the North line of said South 1/2, and along the north line of said 20 Acre tract, South  $89^{\circ}51'13''$  West, a distance of 871.53 feet to a 1/2" Rebar set;

Thence parallel with the west line of the Southeast 1/4 of said Section 23, North  $00^{\circ}23'00''$  West, a distance of 503.57 feet to a 1/2" Rebar set;

Thence parallel with the north line of the South 1/2 of the Southeast 1/4 of Section 23, North  $89^{\circ}50'19''$  East, a distance of 2196.18 feet to a P.K. nail set on the east line of said Southeast 1/4 of Section 23, and passing a 1/2" Rebar set at 22.5 feet westerly thereof;

Thence along the east line of said Southeast 1/4 of Section 23, also being the centerline of Bradner Road, South  $00^{\circ}00'00''$  West, a distance of 435.00 feet to the point of beginning and containing 35.968 Acres of land, more or less, of which 0.225 Acres lie in the Road right-of-way, subject however to all legal highways and prior easements of record.

Bearings are based on the east line of the Southeast 1/4 of said Section 23 as being South  $00^{\circ}00'00''$  West.

This legal description was prepared by Edward A. VanHorn, Registered Surveyor #6563, P.O. Box 612, Findlay, OH 45839. Survey dated November 2, 2000.



### SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. The documents must contain the unconditional approval of the township, county planning commission, county engineer, and health department as to the legal description in order to transfer the aforesaid premises to the purchaser.
5. Satisfactory release or subordination, as to the premises in question, of the following liens:
  - a. Open-End Mortgage given to AgCredit, Agricultural Credit Association from Jay E. Griffith and Jennifer L. Griffith, husband and wife, dated December 9, 2014, and filed for record on December 16, 2014 in Wood County Official Records at Volume 3337, Page 461, securing the principal sum of \$100,000.00, with total indebtedness not to exceed \$100,000.00, together with any and all terms and conditions contained therein.
6. Pay all taxes, charges, assessments, levied and assessed against the subject premises, which are due and payable:

Parcel No.: U69-612-230000025001

Taxes and assessments for the 1st half of the year 2023 in the amount of \$3,512.45 are paid.

Taxes and assessments for the 2nd half of the year 2023 in the amount of \$3,512.45 are unpaid, payable, but not yet due.

Said half taxes include the following assessment:

12-332 DH TOUSSAINT CK JT: 1st 1/2: \$45.08; 2nd 1/2: \$45.08

Property currently qualifies for Owner Occupancy Credit.

Taxes and assessments for the year 2024 are by law a lien but are not yet due and payable.

The Land described in Schedule 1 appears on the Agricultural Land Tax List (Current Agricultural Use Valuation). The Company does not insure against loss or damage, nor attorneys fees or costs, for any lien which may arise pursuant to RC 5713.01, et seq.

Taxes and assessments set forth herein have been taken from the Treasurer's computerized tax list, and we, therefore, assume no liability with respect to any difference between this amount and the amount as actually disclosed on the tax duplicate.

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7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractors, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notices of intent to perfect a lien for labor or materials.

### SCHEDULE B, PART II—Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.

Parcel No.: U69-612-230000025001

Taxes and assessments for the 1st half of the year 2023 in the amount of \$3,512.45 are paid.

Taxes and assessments for the 2nd half of the year 2023 in the amount of \$3,512.45 are unpaid, payable, but not yet due.

Said half taxes include the following assessment:

12-332 DH TOUSSAINT CK JT: 1st 1/2: \$45.08; 2nd 1/2: \$45.08

Property currently qualifies for Owner Occupancy Credit.

Taxes and assessments for the year 2024 are by law a lien but are not yet due and payable.

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The Land described in Schedule 1 appears on the Agricultural Land Tax List (Current Agricultural Use Valuation). The Company does not insure against loss or damage, nor attorneys fees or costs, for any lien which may arise pursuant to RC 5713.01, et seq.

Taxes and assessments set forth herein have been taken from the Treasurer's computerized tax list, and we, therefore, assume no liability with respect to any difference between this amount and the amount as actually disclosed on the tax duplicate.

7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Captioned premises are subject to zoning and use resolutions/ordinances, if any, imposed by the proper public authorities.
10. We make no representations regarding and extend no guaranty with respect to the acreage of the captioned premises.
11. Captioned premises are subject to an Open-End Mortgage given to AgCredit, Agricultural Credit Association from Jay E. Griffith and Jennifer L. Griffith, husband and wife, dated December 9, 2014, and filed for record on December 16, 2014 in Wood County Official Records at Volume 3337, Page 461, securing the principal sum of \$100,000.00, with total indebtedness not to exceed \$100,000.00, together with any and all terms and conditions contained therein.
12. Captioned premises and more land are subject to an Easement from Martin E. Brueggemeier and Laurretta K. Brueggemeier, to the Toledo Edison Company and recorded on September 30, 1966 at Volume 446, Page 268 of the Deed Records of Wood County, Ohio. (For further terms and conditions, see copy attached hereto.)
13. Captioned premises and more land are subject to an Easement from Martin E. Brueggemeier, Administrator of the estate of John H. Brueggemeier, to the Toledo Edison Company and recorded on October 31, 1940 at Volume 254, Page 168 of the Deed Records of Wood County, Ohio. (For further terms and conditions, see copy attached hereto.)
14. Captioned premises and more land are subject to an Oil and Gas Lease from Frederick Brueggemeier to Henry Busch and recorded on July 29, 1896 at Volume W, Page 174 of the Lease Records of Wood County, Ohio. NOTE: No search has been made of subsequent assignments or releases hereof. (For further terms and conditions, see copy attached hereto.)

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EASEMENT

That Martin E. Brueggemeier  
Lauretta K. Brueggemeier

the Grantor, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, conveys and warrants to THE TOLEDO EDISON COMPANY, an Ohio corporation, the Grantee, forever, an easement for lines for the transmission and/or distribution of electricity upon, over, under and across the following described premises:

The north half (1/2) of the south half (1/2) of the southeast quarter (1/4) in Section #23, Town 6-North, Range 12-East, in Troy Township, Wood County, Ohio. Subject to legal highways.

The land to be used for easement purposes being the west fifty (50) feet of the above described property.

RECORDER'S OFFICE, WOOD CO., OHIO  
Filed Sept. 30, 1966, 011040M  
Recorded Sept. 30, 1966, in  
Vol. 446 Page 268 Record of  
Wood Co., Ohio  
Records  
J.P. [Signature]  
109

3069

Grantee shall have the right at any location or locations within the easement boundaries to construct, operate, repair, patrol, inspect, extend, enlarge, re-place, remove, relocate, change, add to and maintain any number of such lines desired by Grantee for the transmission and/or distribution of electricity; such line or lines may at Grantee's option be placed overhead or underground or one or more overhead and one or more underground, each line to consist of components of such type, number, size, design and material as desired by Grantee, and without in any way limiting the generality of the foregoing, an overhead line may include a row of towers or other supporting means or structures, cables and wires extending between such supports, cross arms, fixtures, appliances, appurtenances, underground cables, and other items incident to the line or its components and an underground line may include cables buried not less than 3 feet underground, with or without, conduit, tile, tubing, padmounts, surface structures, transformers, or other items incident to the line or its components, and all of the rights applicable to the line or lines shall also be applicable to each component thereof. The voltage of electricity to be transmitted and/or backfill, construct crossings for ditches or creeks, temporarily remove fences, pile earth excavation and material, trim, cut, remove or control by other means trees, underbrush and weeds, remove all obstructions, buildings, structures or materials, and do any and all things which Grantee desires in order to exercise the easement rights granted by this instrument, and all matters incident thereto. Grantee shall have the right to trim, cut, or remove such trees on the above described premises outside of the boundaries of the easement as in the judgment of Grantee will interfere with or endanger Grantee's line or lines or the operation thereof. Grantee shall have the right of reasonable ingress and egress by foot or vehicle and for equipment across the above described premises outside of the boundaries of the easement to and from the area within the easement boundaries. Any and all rights granted to Grantee in this instrument may be exercised in whole or in part, at any and all times, or from time to time, as desired by Grantee, without any limitation or determination by reason of original or subsequent construction or use, or delay or non-use.

Grantor, subject to the rights granted to Grantee in this instrument, shall have the right within the boundaries of the easement to grow agricultural crops, lawn and shrubbery, and to construct and maintain fences, drain tile and ditches. Provided, however, any such use permitted to the Grantor shall be exercised so as in the judgment of Grantee not to endanger or damage Grantee's installations or interfere with the rights granted to Grantee in this instrument. Grantee will repair, replace, or pay damages for any and all of the foregoing items permitted to be maintained by Grantor within the easement boundaries which are now in existence or hereafter grown or established pursuant to the above, which may be temporarily removed, damaged or destroyed by Grantee in the construction or maintenance of the lines. Grantor shall not within the boundaries of the easement place any object or material, or do any excavating, except as above specifically permitted, or build any structure, plant any tree, maintain any fire or do any mining or drilling, or in any way in Grantee's judgment endanger or damage Grantee's installations or interfere with the rights granted to Grantee in this instrument.

To Have and To Hold the easement aforesaid with each and every of the rights and privileges thereunto belonging unto said Grantee forever. This easement is in addition to such rights in the above described premises as Grantee may own at the date hereof. "Grantor", as used in this instrument, shall include all persons or corporation executing this instrument and their heirs, devisees, executors, administrators, issues, and assigns or successors, and the plural the singular when the context requires.

Grantor acquired title by instrument recorded in Volume 253, p. 358 & Vol 257, p. 130 of Wood County Deed Records.

IN WITNESS WHEREOF, Martinez Lauretta K Brueggemeier at Wood County Deed Records, has set their hand this 2nd day of June, 19 66.

Signed and acknowledged in the presence of:  
James T Ryan  
John W. Bahnd

Martin E. Brueggemeier  
Lauretta K. Brueggemeier

The State of Ohio, Wood County, as:  
Before me, a Notary Public in and for said County and State, personally appeared Martin & Lauretta K Brueggemeier who acknowledged that they did sign the foregoing instrument and that same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 2nd day of June, 19 66

JAMES T. RYAN  
Notary Public, Wood Co., Ohio  
My Commission Expires Feb. 2, 1967

Notary Public Seal: JAMES T. RYAN, Notary Public, Wood County, Ohio

This Easement prepared by The Toledo Edison Company  
Easement No. \_\_\_\_\_ Parcel No. \_\_\_\_\_  
EO 8498-1

John H. Brueggemeier, by Admr.

F 1412A TE  
3-24-39

EASEMENT

3429 To  
Toledo Edison Company

In consideration of the sum of One Dollar, paid  
to me/us by The Toledo Edison Company of Toledo, Ohio, and  
..... for other good and valuable considerations, receipt of which

is hereby acknowledged, I, Martin E. Brueggemeier, unmarried and hereby grant and convey unto the said The Toledo Edison Company, its successors and assigns during corporate life, the right and easement to construct, relocate, operate and maintain, at this time or at such time or times in the future as the company desires, a line or lines for the transmission and distribution of electric energy for any and all purposes for which electric energy is now, or may hereafter be used, with all necessary poles, wires, cables, guy wires, stubs, anchors, fixtures and appliances in, through, over, under and upon the following described roads or public highways in Troy Township, Wood County, Ohio, namely, the roads and public highways, as now constructed or as same may be constructed, by widening or improving in the future, included in or upon which any part of the following described real estate abuts or adjoins, said real estate being part of Section 23, Town 6-N, Range 12-E, more fully described as follows, to-wit:

Being a sixty (60) acre tract of land situated in the south half ( $\frac{1}{2}$ ) of the southeast quarter ( $\frac{1}{4}$ ) of section twenty-three (23).

Said roads and public highways being: Those on the east side of the said land.

Also the right and easement to overhang 5 feet of any part of the above described land, adjoining and/or abutting upon the aforesaid roads and public highways, as now constructed or as same may be constructed, by widening or improving in the future.

Together with the right to trim or remove all underbrush, trees or other obstructions along said line or lines, wherever or whenever, in the judgment of The Toledo Edison Company such trimming or removal may be necessary in order to properly construct, operate or maintain said line or lines, clear and free from obstructions.

IN WITNESS WHEREOF, I have hereunto set my hand this 19 day of Sept., 1940.

Acknowledged by each Grantor  
in the presence of:

Lydia M. Sharp  
Herbert Brinker

Martin E. Brueggemeier, Admr.  
Est. of John H. Brueggemeier

DEED RECORD No. 254

STATE OF OHIO, COUNTY OF WOOD, SS

Before me, a Notary Public, in and for said County, personally appeared the above named Martin E. Brueggemeier, 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 subscribed my name this 19 day Sept., 1940.

Lydia M. Sharp  
Lydia M. Sharp, Notary Public,  
Wood County, Ohio  
My Commission Expires Dec. 16, 1941  
(Notarial Seal)

Received October 25, 1940 at 2:11 P.M.  
Recorded October 31, 1940  
Fee 75¢

Bert Amad Recorder.



Mrs Irene Shelley }  
 H<sup>rs</sup> Shelley } S.S.  
 On this 22-day of June A.D. 1896 before me Frank A Crawford Mayor of the Village of Bairdstown Wood Co Ohio came the above named Irene Shelley and acknowledged the foregoing indenture to be their act and deed, desiring the same to be recorded as such. she the said Irene Shelley being of full age and by me examined separate and apart from her said husband, and the contents of the above Indenture being first made fully known to her, declared that she did of her own free will and accord, sign and seal, and as her act and deed, delivers the same without any coercion or compulsion, of her said husband.

Witness my hand and seal the day and year aforesaid  
 Frank A Crawford  
 Mayor of Bairdstown. O.

Bairdstown July 17-96.

I the undersigned, do hereby sign this lease to the Victor Oil Co reserving 1/8 interest for the lease.  
 G. H. Black

Received July 20<sup>th</sup> 1896 - at 10 PM

Recorded July 28 1896.

A L Hinkley Recorder

Frederick Bruggemeier  
 P.O.

Henry Busch

This Lease, made this 10<sup>th</sup> day of June A.D. 1895 by and between Frederick Bruggemeier, of the County of Wood and State of Ohio, of the first part, and Henry Busch, of the second part. Witnesseth, that the said party, of the first part in consideration of \$1,000<sup>00</sup> in hand paid the receipt, of which is hereby acknowledged and the stipulations, rents covenants hereinafter contained, on the part of the said party, of the second part, his executors, administrators and assigns, to be paid kept and performed, have granted, demised, and let unto the said party, of the second part, his executors, administrators and assigns for the sole and only purpose, of drilling and operating for Petroleum oil or Gas for the term of 5 years, or as long thereafter as oil or Gas is found in paying quantities, all that certain tract of Land situated in Troy Township Wood County, State of Ohio. A piece of Land containing 20 acres more or less in section 24 Town 6, Range 12, Bounded, as follows North Fred LeKing; East Henry Freyer South Hermon Roff; West Public Highway and a piece of Land containing 60 acres more or less in section 23 Town 6 Range 12, Bounded, of follows North Fred LeKing East by public highway South H<sup>rs</sup> Holtmeyer West H<sup>rs</sup> Holtmeyer and Ad. Samson.

Containing in all eighty acres, more or less excepting and reserving therefrom 300 feet around the buildings on said premises, upon which there shall be no wells drilled. The boundaries of which shall be designated, and fixed by the party of the first part. The said second party hereby, agrees in



consideration, of the said lease, of the above described premises, to give said first part  $\frac{1}{6}$  Royalty share, of all the, oil, or mineral produced, and saved from said premises, except for operating purposes, on the premises, delivered in tanks or pipe lines to the credit, of first party, and further, agrees to give \$200<sup>00</sup> per annum for the gas from each and every well drilled, on the above described premises, and gas for 2 stoves, to be used in house of first party in case the gas be found in quantity to transport, off the above described premises, and convey to market. The said second party, not to unnecessarily, disturb, growing crops thereon, or the fences and pay, all damages, done to, growing crops, and keep gates shut. Said second party has the right which is hereby, granted him to enter upon the, above described premises, at any time for the purpose, of mining, or excavating, and the right, of way to, and from the place of mining, or excavating, and the right to lay pipe lines for the purpose, of conveying, or conducting water, steam, gas, or oil, over, and across said premises, and also the right to remove, at any time, any, or, all machinery, oil well supplies, or, appurtenances, of any kind belonging to said second party. All pipes must be buried, at plow depth, at request of first party, except steam lines. Second party shall pay \$50<sup>00</sup> for first well soon, as location is made, and for each, and every, additional well \$150<sup>00</sup>, to be paid soon, as location is made.

4 wells must be drilled, on the 20-acre piece, and 8 wells on the 60-acre piece. all wells to be completed in 2 years from date hereof, and, all lines must be protected.

The party of the second part, agrees to complete, one well in 90 days, from the date hereof (unavoidable accidents, and delays excepted). and in case, of failure to complete one well, within such time, the party of the second part hereby, agrees to pay there after to the party, of the first part for, any future, delay, the sum, of 30 dollars per month in advance, as a rental, on the same there after until, a well is completed, or the premises abandoned. payable, at his residence, and the party, of the first part hereby, agrees to accept such sum, as full consideration, and payment for such monthly, delay until, one well shall be completed, and a failure to complete one well, or to make, any of such payments within such time, and, at such place, as above mentioned, or a failure to complete, a well every 60 days after completion, of foregoing well, renders, this lease null, and void and neither party hereto shall be held to any accrued liability, other wise to be, and remain in full force and virtue, (Provided, oil is found in paying quantities in 5 such wells, drilled)

It is understood, by, and between the parties to this, agreement that all conditions between the parties hereto shall extend to their

heirs, executors, and assigns. In Witness Whereof, we, the said parties, of the first, and second part, have here to set our hand and seals the day, and year first, above written. Witness.

F. H. Shelling  
Edward Shelling  
State of Ohio (Horseshoe County) ss.

Friedrich Bruggemeier  
Henry Busch. Seal

Be it Remembered, That on the 10<sup>th</sup> day of June in the year one thousand eight hundred and ninety five before me personally appeared Friedrich Bruggemeier, and Henry Busch, and in due form of law acknowledged the above to be their free act and deed and desired that the same might be recorded, as such Witness my hand and official seal.

F. H. Shelling J. P. L. S.

September 9<sup>th</sup> 1895. In consideration of one dollar in hand paid I hereby assign 1/3 of all my right and privileges pertaining to this lease to D. H. Bittinger

Witness  
Chas Rohrer  
Geo Hehnung

Henry Busch. Seal  
attest R M Schurlem Mayor village of Woodville Ohio

September 9<sup>th</sup> 1895 In consideration of one dollar in hand paid I hereby assign 1/3 of all my right and privileges pertaining to this lease to C. A. Kirkley

Witness  
Chas Rohrer  
Mike Connor

Henry Busch. Seal  
attest R M Schurlem Mayor village of Woodville Ohio

Received July 20<sup>th</sup> 1896 at 5 PM

Recorded July 29<sup>th</sup> 1896

H. L. Kirkley Recorder.

William Holtmeyer  
Do  
Henry Busch  
of the county of Wood, and State of Ohio  
of the first part, and Henry Busch, of the second part.

Witnesseth. That the said party, of the first part in consideration of \$30= in hand paid the receipt, of which is hereby acknowledged, and the stipulations, rents, and covenants herein after contained, on the part of the said party, of the second part, his executors, administrators and assigns, to be paid, kept, and performed, have granted, demised, and let unto the said party, of the second part, his executors, administrators and assigns for the sole and only purpose of drilling and operating for Petroleum oil or Gas for the term of 10 years or as long thereafter as oil or gas is found in paying quantities, all that certain tract of land situated in May Township Wood County, State of Ohio.

Bounded as follows North: Fred Bruggemeier; East Public Highway South Rudolph Hartman; West Herman Bussdicker section 23 Town 3 Range 12 Containing forty acres, more or less excepting and reserving therefrom 200 feet around the buildings



**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

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

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

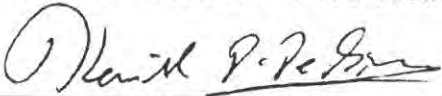
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

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

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements;[ and]
  - f. Schedule B, Part II—Exceptions[; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form].

**4. COMPANY'S RIGHT TO AMEND**

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

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Form 50168939 (8-26-22)







5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

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

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Form 50168939 (8-26-22)





**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Jennifer N. Kuhlman  
Issuing Office: Pemberville, OH  
Issuing Office's ALTA® Registry ID: 1170101  
Loan ID Number:  
Commitment Number: 24-TBD  
Issuing Office File Number: 24-TBD  
Property Address: 0 Bradner Road, Troy Township, Wood County, Ohio (15 acres)  
Revision Number: N/A

**SCHEDULE A**

1. Commitment Date: March 6, 2024 at 7:30 a.m.
2. Policy to be issued:
  - a. 2021 ALTA® Owner's Policy of Title Insurance (Rev. 7-01-21)  
Proposed Insured: **Successful Bidder**  
Proposed Amount of Insurance: **\$1,000.00**  
The estate or interest to be insured: **Fee Simple**
  - b. 2021 ALTA® Loan Policy of Title Insurance (Rev. 7-01-21)  
Proposed Insured:  
Proposed Amount of Insurance:  
The estate or interest to be insured:
  - c. [ \_\_\_\_\_ ALTA® \_\_\_\_\_ Policy]  
Proposed Insured:  
Proposed Amount of Insurance: \$  
The estate or interest to be insured:        ]
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple.**
4. The Title is, at the Commitment Date, vested in: **Jay E. Griffith and Jennifer L. Griffith, husband and wife, for their joint lives, remainder to the survivor of them, who acquired title by virtue of instrument recorded at Wood County Official Records Volume 3051, Page 814.**
5. The Land is described as follows:  
  
See Schedule 1 attached hereto and incorporated herein for legal description.

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**FIRST AMERICAN TITLE INSURANCE COMPANY**

Issuing Agent: Kuhlman & Beck  
Agent ID No.: 12229068  
Address: 221 E. Front St., P.O. Box H  
City, State, Zip: Pemberville, OH 43450  
Telephone: 419-287-3225

By:   
Authorized Signatory

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Form 50168939 (8-26-22)



Schedule 1

Situated in Troy Township, County of Wood, State of Ohio and being a part of the Southeast 1/4 of Section 23, T6N, R12E, a tract of land bounded and described as follows:

Beginning at a PK nail set on the east line of the Southeast 1/4 of Section 23, also being the centerline of Bradner Road, and described as lying North 00°00'00" East, a distance of 1169.60 feet from a Railroad Spike found marking the southeast corner of the Southeast 1/4 of Section 23;

Thence from the above described point of beginning, and parallel with the North line of the South 1/2 of the Southeast 1/4 of Section 23, South 89°50'19" West, a distance of 2196.18 feet to a 1/2" Rebar set, and passing a 1/2" Rebar set at 22.5 feet;

Thence parallel with the west line of said Southeast 1/4, South 00°23'00" East, a distance of 503.57 feet to a 1/2" Rebar set on the north line of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 23, also being on the North line of 20 Acre tract of land previously recorded in Deed Volume 646, Page 286 in the Wood County Deed Records;

Thence along the north line of said South 1/2 and along the north line of said 20 Acre tract, South 89°51'13" West, a distance of 449.74 feet to a 1/2" Rebar set on the west line of the Southeast 1/4 of Section 23, and marking the northwest corner of said 20 Acre tract;

Thence along the west line of the Southeast 1/4 of Section 23, also along the East line of a 40.0 Acre tract previously recorded in Deed Volume 700, Page 296 of the Wood County Deed Records, North 00°23'00" West, a distance of 664.78 feet to a 1/2" Rebar set on the north line of the South 1/2 of the Southeast 1/4 of Section 23, and marking the Southwest corner of a 36.24 Acre tract of land previously recorded in Deed Volume 559, Page 722 of the Wood County Deed Records;

Thence along the North line of said South 1/2 of the Southeast 1/4 of Section 23, and along the South line of said 36.24 acre tract, North 89°50'19" East, a distance of 2647.00 feet to an iron pin found on the east line of the Southeast 1/4 of Section 23, and marking the southeast corner of said 36.24 Acre tract, and passing a 1/2" Rebar set at 22.5 feet westerly thereof;

Thence along the east line of the Southeast 1/4 of Section 23, and along the centerline of Bradner Road, South 00°00'00" West, a distance of 161.33 feet to the point of beginning and containing 15.000 Acres of land, more or less, of which 0.083 Acres lie in the Road Right-of-Way, subject however to all legal highways and prior easements of record.



NOTE: Bearings are based on the east line of the Southeast 1/4 of said Section 23 as being South 00°00'00" West.

This legal description was prepared by: Edward VanHorn, registered Surveyor #6563, P.O. Box 612, Findlay, OH 45839, Survey dated November 2, 2000.



**SCHEDULE B, PART I—Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. The documents must contain the unconditional approval of the township, county planning commission, county engineer, and health department as to the legal description in order to transfer the aforesaid premises to the purchaser.
5. Satisfactory release or subordination, as to the premises in question, of the following liens:
  - a. None
6. Pay all taxes, charges, assessments, levied and assessed against the subject premises, which are due and payable:

Parcel No.: U69-612-230000025002

Taxes and assessments for the 1st half of the year 2023 in the amount of \$354.70 are paid.

Taxes and assessments for the 2nd half of the year 2023 in the amount of \$354.70 are unpaid, payable, but not yet due.

Said half taxes include the following assessment:

12-332 DH TOUSSAINT CK JT: 1st 1/2: \$18.80; 2nd 1/2: \$18.80

11-901 DH 2335 M RUCH: 1st 1/2: \$4.03; 2nd 1/2: \$4.03

Taxes and assessments for the year 2024 are by law a lien but are not yet due and payable.

The Land described in Schedule 1 appears on the Agricultural Land Tax List (Current Agricultural Use Valuation). The Company does not insure against loss or damage, nor attorneys fees or costs, for any lien which may arise pursuant to RC 5713.01, et seq.

Taxes and assessments set forth herein have been taken from the Treasurer's computerized tax list, and we, therefore, assume no liability with respect to any difference between this amount and the amount as actually disclosed on the tax duplicate.

7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractors, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notices of intent to perfect a lien for labor or materials.

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**SCHEDULE B, PART II—Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.

Parcel No.: U69-612-230000025002

Taxes and assessments for the 1st half of the year 2023 in the amount of \$354.70 are paid.

Taxes and assessments for the 2nd half of the year 2023 in the amount of \$354.70 are unpaid, payable, but not yet due.

Said half taxes include the following assessment:

12-332 DH TOUSSAINT CK JT: 1st 1/2: \$18.80; 2nd 1/2: \$18.80

11-901 DH 2335 M RUCH: 1st 1/2: \$4.03; 2nd 1/2: \$4.03

Taxes and assessments for the year 2024 are by law a lien but are not yet due and payable.

The Land described in Schedule 1 appears on the Agricultural Land Tax List (Current Agricultural Use Valuation). The Company does not insure against loss or damage, nor attorneys fees or costs, for any lien which may arise pursuant to RC 5713.01, et seq.

Taxes and assessments set forth herein have been taken from the Treasurer's computerized tax list, and we, therefore, assume no liability with respect to any difference between this amount and the amount as actually disclosed on the tax duplicate.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance[ issued by First American Title Insurance Company]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements;[ and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].*

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Form 50168939 (8-26-22)





7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Captioned premises are subject to zoning and use resolutions/ordinances, if any, imposed by the proper public authorities.
10. We make no representations regarding and extend no guaranty with respect to the acreage of the captioned premises.
11. Captioned premises and more land are subject to an Easement from Martin E. Brueggemeier and Laurretta K. Brueggemeier, to the Toledo Edison Company and recorded on September 30, 1966 at Volume 446, Page 268 of the Deed Records of Wood County, Ohio. (For further terms and conditions, see copy attached hereto.)
12. Captioned premises and more land are subject to an Easement from Martin E. Brueggemeier, Administrator of the estate of John H. Brueggemeier, to the Toledo Edison Company and recorded on October 31, 1940 at Volume 254, Page 168 of the Deed Records of Wood County, Ohio. (For further terms and conditions, see copy attached hereto.)
13. Captioned premises and more land are subject to an Oil and Gas Lease from Frederick Brueggemeier to Henry Busch and recorded on July 29, 1896 at Volume W, Page 174 of the Lease Records of Wood County, Ohio. NOTE: No search has been made of subsequent assignments or releases hereof. (For further terms and conditions, see copy attached hereto.)

*This page is only a part of a 2021 ALTA Commitment for Title Insurance [issued by First American Title Insurance Company]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].*

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Form 50168939 (8-26-22)



446/268

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EASEMENT

That Martin E. Brueggemeier  
Lauretta K. Brueggemeier

the Grantor, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, conveys and warrants to THE TOLEDO EDISON COMPANY, an Ohio corporation, the Grantee, forever, an easement for lines for the transmission and/or distribution of electricity upon, over, under and across the following described premises:

The north half (1/2) of the south half (1/2) of the southeast quarter (1/4) in Section #23, Town 6-North, Range 12-East, in Troy Township, Wood County, Ohio. Subject to legal highways.

The land to be used for easement purposes being the west fifty (50) feet of the above described property.

RECORDER'S OFFICE, WOOD CO., OHIO  
Filed Sept. 30, 1966 at 10:40 A.M.  
Recorded Sept. 30, 1966 in  
Vol. 446 Page 268 Record of  
Needs Wood Co., Ohio  
Records  
J.P. [Signature]  
12.D

668

Grantee shall have the right at any location or locations within the easement boundaries to construct, operate, repair, patrol, inspect, extend, enlarge, re-place, remove, relocate, change, add to and maintain any number of such lines desired by Grantee for the transmission and/or distribution of electricity; such line or lines may at Grantee's option be placed overhead or underground or one or more overhead and one or more underground, each line to consist of components of such type, number, size, design and material as desired by Grantee, and without in any way limiting the generality of the foregoing, an overhead line may include a row of towers or other supporting means or structures, cables and wires extending between such supports, cross arms, fixtures, appliances, appurtenances, underground cables, and other items incident to the line or its components and an underground line may include cables buried not less than 3 feet underground, with or without, conduit, tile, tubing, padmounts, surface structures, transformers, or other items incident to the line or its components, and all of the rights applicable to the line or lines shall also be applicable to each component thereof. The voltage of electricity to be transmitted and/or backfill, construct crossings for ditches or creeks, temporarily remove fences, pile earth excavation and material, trim, cut, remove or control by other means trees, underbrush and weeds, remove all obstructions, buildings, structures or materials, and do any and all things which Grantee desires in order to exercise the easement rights granted by this instrument, and all matters incident thereto. Grantee shall have the right to trim, cut, or remove such trees on the above described premises outside of the boundaries of the easement as in the judgment of Grantee will interfere with or endanger Grantee's line described premises outside of the boundaries of the easement to and from the area within the easement boundaries. Any and all rights granted to Grantee in this instrument may be exercised in whole or in part, at any and all times, or from time to time, as desired by Grantee, without any limitation or determination by reason of original or subsequent construction or use, or delay or non-use.

Grantor, subject to the rights granted to Grantee in this instrument, shall have the right within the boundaries of the easement to grow agricultural crops, lawn and shrubbery, and to construct and maintain fences, drain tile and ditches. Provided, however, any such use permitted to the Grantor shall be exercised so as in the judgment of Grantee not to endanger or damage Grantee's installations or interfere with the rights granted to Grantee in this instrument. Grantee will repair, replace, or pay damages for any and all of the foregoing items permitted to be maintained by Grantor within the easement boundaries which are now in existence or hereafter grown or established pursuant to the above which may be temporarily removed, damaged or destroyed by Grantee in the construction or maintenance of the lines. Grantor shall not within the boundaries of the easement place any object or material, or do any excavating, except as above specifically permitted, or build any structure, plant any tree, maintain any fire, or do any mining or drilling, or in any way in Grantee's judgment endanger or damage Grantee's installations or interfere with the rights granted to Grantee in this instrument.

To Have and To Hold the easement aforesaid with each and every of the rights and privileges thereunto belonging unto said Grantee forever. This easement is in addition to such rights in the above described premises as Grantee may own at the date hereof. "Grantor", as used in this instrument, shall include all persons or corporation executing this instrument and their heirs, devisees, executors, administrators, lessees, and assigns or successors, and the plural the singular when the context requires.

Grantor acquired title by instrument recorded in Volume 253, p. 358 & Vol. 257, p. 130 of Wood County Deed Records.

IN WITNESS WHEREOF, Martinez Lauretta K. Brueggemeier Attest, \_\_\_\_\_ County Deed Records.  
has set their hand this 2nd day of June, 1966.

Signed and acknowledged in the presence of:  
James T. Ryan  
Wm. W. Baird

Martin Brueggemeier  
Lauretta K. Brueggemeier

The State of Ohio, Wood County, ss:  
Before me, a Notary Public in and for said County and State, personally appeared Martin & Lauretta K. Brueggemeier  
who acknowledged that they did sign the foregoing instrument and that same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 2nd day of June, 1966

JAMES T. RYAN  
Notary Public, Wood Co., Ohio  
My Commission Expires Feb. 2, 1967



This Easement prepared by The Toledo Edison Company  
Easement No. \_\_\_\_\_ Parcel No. \_\_\_\_\_  
EO 8490-1



EASEMENT

John H. Brueggemeier, by Admr. \* F 1412A TE  
 3429 To \* 3-24-39

Toledo Edison Company \* In consideration of the sum of One Dollar, paid  
 \* to me/us by The Toledo Edison Company of Toledo, Ohio, and  
 \* ..... for other good and valuable considerations, receipt of which  
 is hereby acknowledged, I, Martin E. Brueggemeier, unmarried and hereby grant and convey unto  
 the said The Toledo Edison Company, its successors and assigns during corporate life, the right  
 and easement to construct, relocate, operate and maintain, at this time or at such time or times  
 in the future as the company desires, a line or lines for the transmission and distribution of  
 electric energy for any and all purposes for which electric energy is now, or may hereafter be  
 used, with all necessary poles, wires, cables, guy wires, stubs, anchors, fixtures and appli-  
 ances in, through, over, under and upon the following described roads or public highways in  
 Troy Township, Wood County, Ohio, namely, the roads and public highways, as now constructed or  
 as same may be constructed, by widening or improving in the future, included in or upon which  
 any part of the following described real estate abuts or adjoins, said real estate being part  
 of Section 23, Town 6-N, Range 12-E, more fully described as follows, to-wit:

Being a sixty (60) acre tract of land situated in the south half ( $\frac{1}{2}$ ) of the southeast  
 quarter ( $\frac{1}{4}$ ) of section twenty-three (23).

Said roads and public highways being: Those on the east side of the said land.

Also the right and easement to overhang 5 feet of any part of the above described  
 land, adjoining and/or abutting upon the aforesaid roads and public highways, as now constructed  
 or as same may be constructed, by widening or improving in the future.

Together with the right to trim or remove all underbrush, trees or other obstructions  
 along said line or lines, wherever or whenever, in the judgment of The Toledo Edison Company  
 such trimming or removal may be necessary in order to properly construct, operate or maintain  
 said line or lines, clear and free from obstructions.

IN WITNESS WHEREOF, I have hereunto set my hand this 19 day of Sept., 1940.

Acknowledged by each Grantor  
 in the presence of:

Lydia M. Sharp  
 Herbert Brinker

Martin E. Brueggemeier, Admr.  
 Est. of John H. Brueggemeier

DEED RECORD No. 254

STATE OF OHIO, COUNTY OF WOOD, SS

Before me, a Notary Public, in and for said County, personally appeared the above named Martin E. Brueggemeier, 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 subscribed my name this 19 day Sept., 1940.

Lydia M. Sharp  
Lydia M. Sharp, Notary Public,  
Wood County, Ohio  
My Commission Expires Dec. 16, 1941  
(Notarial Seal)

Received October 25, 1940 at 2:11 P.M.  
Recorded October 31, 1940  
Fee 75¢

*Beat Assad* Recorder.



Mrs Irene Shelley }  
 H<sup>rs</sup> Shelley } ss,  
 of the Village of Bairdstown Herod Co Ohio come the above  
 named Irene Shelley and acknowledged the foregoing indenture  
 to be their act and deed, desiring the same to be recorded as  
 such. she the said Irene Shelley being of full age and by  
 me examined separate and apart from her said husband, and  
 the contents of the above Indenture being first made fully known  
 to her, declared that she did of her own free will and accord,  
 sign and seal, and as her act and deed, deliver the same without  
 any coercion or compulsion, of her said husband.

Witness my hand and seal the day and year aforesaid  
 Frank H Crawford  
 Mayor of Bairdstown, O.

Bairdstown July 17-96.

I the undersigned, do hereby  
 sign this lease to the Victor Oil Co reserving 1/8 interest  
 for the lease.  
 G. H. Black

Received July 20<sup>th</sup> 1896 - at 10 M

Recorded July 28 1896. S L Hinkley Recorder

Frederick Bruggemeier  
 P. O.

Henry Busch

This Lease, made this 10<sup>th</sup> day of June  
 A D 1895 by and between Frederick Bruggemeier  
 of the County of Herod and State  
 of Ohio, of the first part, and Henry Busch, of the second part.

Witnesseth, that the said party of the first part in consideration  
 of \$1,000<sup>00</sup> in hand paid the receipt, of which is hereby acknowledged  
 and the stipulations, rents covenants hereinafter contained,  
 on the part of the said party, of the second part, his executors,  
 administrators and assigns to be paid kept and performed,  
 have granted, demised, and let unto the said party of the second  
 part, his executors, administrators and assigns for the sole  
 and only purpose, of drilling and operating for Petroleum oil or  
 Gas for the term of 5 years, or as long thereafter as oil or  
 Gas is found in paying quantities, all that certain tract of  
 Land situated in Troy Township, Herod County, State of Ohio,  
 A piece of land containing 20 acres more or less in section 24 Town 6,  
 Range 12, Bounded, as follows North Fred LeKing; East Henry Preyer  
 South Hermon Rolf; West Public Highway,  
 And a piece of Land containing 60 acres more or less in section 23  
 Town 6 Range 12, Bounded, of follows North Fred LeKing East  
 Public Highway South C<sup>rs</sup> Holtmeyer West C<sup>rs</sup> Holtmeyer and  
 Fred Samson.

Containing in all eighty acres, more or less excepting and  
 reserving therefrom 300 feet, around the buildings on said  
 premises, upon which there shall be no wells drilled. The  
 boundaries of which shall be designated, and fixed by the party  
 of the first part. The said second party hereby, agree in

consideration, of the said lease, of the above described premises, to give said first part  $\frac{1}{6}$  Royalty share, of all the oil, or mineral produced, and saved from said premises, except for operating purposes, on the premises, delivered in tanks or pipe lines to the credit, of said party, and further, agrees to give \$200<sup>00</sup> per annum for the gas from each and every well drilled on the above described premises, and gas for 2 stoves, to be used in house of first party in case the gas be found in quantity to transport off the above described premises, and convey to market. The said second party not to unnecessarily disturb growing crops thereon, or the fences and pay all damages done to growing crops and keep gates shut. Said second party has the right which is hereby granted him to enter upon the above described premises, at any time for the purpose of mining, or excavating, and the right of way to, and from the place of mining, or excavating, and the right to lay pipe lines for the purpose of conveying or conducting water, steam, gas, or oil, over and across said premises, and also the right to remove, at any time, any, or all machinery, oil well supplies, or appurtenances, of any kind belonging to said second party. All pipes must be buried, at float depth, at request of first party, except steam lines. Second party shall pay \$50<sup>00</sup> for first well soon, as location is made, and for each, and every, additional well \$150<sup>00</sup>, to be paid soon, as location is made.

4 wells must be drilled, on the 20-acre piece, and 8 wells on the 60-acre piece. All wells to be completed in 2 years from date hereof, and all lines must be protected.

The party of the second part, agrees to complete, one well in 90 days, from the date hereof (unavoidable accidents, and delays excepted), and in case, of failure to complete one well within such time, the party of the second part hereby, agrees to pay there after to the party, of the first part for, any future, delay, the sum, of 30 dollars per month in, advance, as a rental, on the same there after until, a well is completed, or the premises abandoned, payable, at his residence, and the party, of the first part hereby, agrees to accept such sum, as full consideration and payment for such monthly, delay until, one well shall be completed, and a failure to complete one well, or to make, any of such payments within such time, and, at such place, as above mentioned, or a failure to complete, a well every 60, days after completion, of foregoing well, renders, this lease null, and void and neither party hereto shall be held to, any accrued liability, other wise to be, and remain in full force and virtue, (Provided oil is found in paying quantities in 5 such wells, drilled)

It is understood, by, and between, the parties to this agreement that all conditions between the parties hereto shall extend to their

heirs, executors, and assigns. In Witness Whereof, we, the said parties, of the first, and second part, have here to set our hand and seals the day and year first, above written. Witness,

D. H. Chelling } Friedrich Bruggemeier  
Edward Chelling } Henry Busch. Seal

State of Ohio Wood County } S.S.  
Be it Remembered, That on the 10<sup>th</sup> day of June in the year one thousand eight hundred and ninety five before me personally appeared Friedrich Bruggemeier, and Henry Busch, and in due form of law acknowledged the above to be their free act and deed and desired that the same might be recorded, as such Witness my hand and official seal.

September 9<sup>th</sup> 1895. In consideration of one dollar in hand paid I hereby assign 1/3 of all my right and privileges pertaining to this lease to S. H. Bittinger

Witness } attest R M Schurim Mayor Village of Woodville O  
Chas Rohrer }  
Geo Hebrung } Henry Busch. Seal

September 9<sup>th</sup> 1895 In consideration of one dollar in hand paid I hereby assign 1/3 of all my right and privileges pertaining to this lease to C. A. Kirkley

Witness } attest R M Schurim Mayor Village of Woodville Ohio  
Chas Rohrer }  
Mike Connor } Henry Busch. Seal

Received July 20<sup>th</sup> 1896 at 5 PM  
Recorded July 29<sup>th</sup> 1896 H L Kirkley Recorder.

William Holtmeyer } This Lease made this 27<sup>th</sup> day of April  
D. } A.D. 1895 by and between William Holtmeyer  
Henry Busch } of the County of Wood and State of Ohio  
of the first part, and Henry Busch, of the second part. Witnesseth. That the said party, of the first part in consideration of \$300 in hand paid the receipt of which is hereby acknowledged and the stipulations, rents, and covenants herein after contained, on the part of the said party, of the second part, his executors, Administrators and assigns, to be paid, kept, and performed, have granted, demised, and let unto the said party, of the second part, his executors, administrators and assigns for the sole and only purpose of drilling and operating for Petroleum oil or Gas for the term of 10 years or as long thereafter, as oil or Gas is found in paying quantities, all that certain tract of land situated in Troy Township Wood County, State of Ohio. Bounded as follows North: Fred Bruggemeier; East Public Highway South: Rudolph Hartman; West Hermann Bussdicker section 23 Town 3 Range 12 Containing forty acres, more or less excepting and reserving therefrom 200 feet around the buildings





**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

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

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

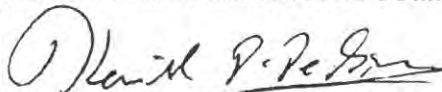
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

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

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance [issued by First American Title Insurance Company]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].*



**COMMITMENT CONDITIONS****1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements;[ and]
  - f. Schedule B, Part II—Exceptions[; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form].

**4. COMPANY'S RIGHT TO AMEND**

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

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**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

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

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

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

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**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

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

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Jennifer N. Kuhlman  
Issuing Office: Pemberville, OH  
Issuing Office's ALTA® Registry ID: 1170101  
Loan ID Number:  
Commitment Number: 24-TBD  
Issuing Office File Number: 24-TBD  
Property Address: 0 Bradner Road, Troy Township, Wood County, Ohio (20 acres)  
Revision Number: N/A

**SCHEDULE A**

1. Commitment Date: March 6, 2024 at 7:30 a.m.
2. Policy to be issued:
  - a. 2021 ALTA® Owner's Policy of Title Insurance (Rev. 7-01-21)  
Proposed Insured: **Successful Bidder**  
Proposed Amount of Insurance: **\$1,000.00**  
The estate or interest to be insured: **Fee Simple**
  - b. 2021 ALTA® Loan Policy of Title Insurance (Rev. 7-01-21)  
Proposed Insured:  
Proposed Amount of Insurance:  
The estate or interest to be insured:
  - c. [ \_\_\_\_ ALTA® \_\_\_\_\_ Policy]  
Proposed Insured:  
Proposed Amount of Insurance: \$  
The estate or interest to be insured:         ]
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple.**
4. The Title is, at the Commitment Date, vested in: **Jay E. Griffith and Jennifer L. Griffith, husband and wife, for their joint lives, remainder to the survivor of them, who acquired title by virtue of instrument recorded at Wood County Official Records Volume 3051, Page 814.**
5. The Land is described as follows:  
  
The South half (1/2) of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section number twenty-three (23), Town six (6) North, Range Twelve (12) East, Troy Township, Wood County, Ohio, containing twenty (20) acres, more or less. Subject to all legal highways.

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**FIRST AMERICAN TITLE INSURANCE COMPANY**

Issuing Agent: Kuhlman & Beck  
Agent ID No.: 12229068  
Address: 221 E. Front St., P.O. Box H  
City, State, Zip: Pemberville, OH 43450  
Telephone: 419-287-3225

By:  \_\_\_\_\_  
Authorized Signatory

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Form 50168939 (8-26-22)





### SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. The documents must contain the unconditional approval of the township, county planning commission, county engineer, and health department as to the legal description in order to transfer the aforesaid premises to the purchaser.
5. Satisfactory release or subordination, as to the premises in question, of the following liens:
  - a. None
6. Pay all taxes, charges, assessments, levied and assessed against the subject premises, which are due and payable:

Parcel No.: U69-612-230000026000

Taxes and assessments for the 1st half of the year 2023 in the amount of \$483.38 are paid.

Taxes and assessments for the 2nd half of the year 2023 in the amount of \$483.38 are unpaid, payable, but not yet due.

Said half taxes include the following assessment:

12-332 DH TOUSSAINT CK JT: 1st 1/2: \$25.07; 2nd 1/2: \$25.07

11-901 DH 2335 M RUCH: 1st 1/2: \$5.88; 2nd 1/2: \$5.88

Taxes and assessments for the year 2024 are by law a lien but are not yet due and payable.

The Land described in Schedule 1 appears on the Agricultural Land Tax List (Current Agricultural Use Valuation). The Company does not insure against loss or damage, nor attorneys fees or costs, for any lien which may arise pursuant to RC 5713.01, et seq.

Taxes and assessments set forth herein have been taken from the Treasurer's computerized tax list, and we, therefore, assume no liability with respect to any difference between this amount and the amount as actually disclosed on the tax duplicate.

7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractors, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notices of intent to perfect a lien for labor or materials.

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**SCHEDULE B, PART II—Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.

Parcel No.: U69-612-230000026000

Taxes and assessments for the 1st half of the year 2023 in the amount of \$483.38 are paid.

Taxes and assessments for the 2nd half of the year 2023 in the amount of \$483.38 are unpaid, payable, but not yet due.

Said half taxes include the following assessment:

12-332 DH TOUSSAINT CK JT; 1st 1/2: \$25.07; 2nd 1/2: \$25.07

11-901 DH 2335 M RUCH; 1st 1/2: \$5.88; 2nd 1/2: \$5.88

Taxes and assessments for the year 2024 are by law a lien but are not yet due and payable.

The Land described in Schedule 1 appears on the Agricultural Land Tax List (Current Agricultural Use Valuation). The Company does not insure against loss or damage, nor attorneys fees or costs, for any lien which may arise pursuant to RC 5713.01, et seq.

Taxes and assessments set forth herein have been taken from the Treasurer's computerized tax list, and we, therefore, assume no liability with respect to any difference between this amount and the amount as actually disclosed on the tax duplicate.

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Form 50168939 (8-26-22)







7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Captioned premises are subject to zoning and use resolutions/ordinances, if any, imposed by the proper public authorities.
10. We make no representations regarding and extend no guaranty with respect to the acreage of the captioned premises.
11. Captioned premises are subject to a Pipe Line Easement and permanent right of way from Jay E. Griffith and Jennifer L. Griffith, husband and wife, to Nexus Gas Transmission, LLC, a Delaware limited liability company, recorded on June 9, 2017 at Wood County Official Records Volume 3533, Page 188. (For further terms and conditions, see copy attached hereto.)
12. Captioned premises are subject to an Easement from Walter Holtmeyer aka Walter W. Holtmeyer and Marlene Holtmeyer aka Marlene K. Holtmeyer, husband and wife, to the Toledo Edison Company and recorded on February 9, 1968 at Volume 456, Page 311 of the Deed Records of Wood County, Ohio. (For further terms and conditions, see copy attached hereto.)
13. Captioned premises are subject to a Right of Way for multiple pipe lines and a telephone and telegraph line with rights of ingress and egress from Clarence Holtmeyer & Anna Holtmeyer, his wife; Ann M. L. Holtmeyer, widow; Elsie Bruning & L. F. Bruning, her husband and Ida Holtmeyer, single to The East Ohio Gas Company, recorded on June 11, 1943 at Volume 263, Page 522 of the Deed Records of Wood County, Ohio. No route given. (For further terms and conditions, see copy attached hereto.)
14. Captioned premises are subject to an Oil and Gas Lease from Walter W. Holtmeyer and Marlene K. Holtmeyer to Richard Harmeyer and recorded on March 17, 1982 at Volume 72, Page 27 of the Lease Records of Wood County, Ohio. NOTE: No search has been made of subsequent assignments or releases hereof. (For further terms and conditions, see copy attached hereto.)

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15/132  
QH

NOT NECESSARY FOR TRANSFER  
AT THIS TIME 6/19 2017  
MICHAEL SIBBERSEN  
WOOD COUNTY AUDITOR

JULIE BAUMGARDNER  
Wood County Recorder  
06/09/2017 02:48:42 201707498  
DOCUMENT TOTAL 132.00  
Volume: 3533 Page: 188 - 202 DR

RECORD AND RETURN TO:

NEXUS Gas Transmission, LLC  
Attention: Right-of-Way Department  
5810 Southwyck Blvd.  
Suite 101  
Toledo, OH 43614

Tract No: OH-WO-011.0000  
OH-WO-014.0010  
State: Ohio

**GRANT OF EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS: that the undersigned **Jay E. Griffith and Jennifer L. Griffith, husband and wife**, having a mailing address of 21221 Bradner Road, Luckey, OH 43443, (hereinafter called "Grantor", whether one person or more than one), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by **NEXUS GAS TRANSMISSION, LLC**, a Delaware limited liability company, having a principal place of business at 5400 Westheimer Court, Houston, Texas 77056 (hereinafter called "Grantee" or "NEXUS"), does hereby give, grant and convey unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, an exclusive, fifty foot (50') wide permanent right-of-way and easement: (hereinafter "Easement") for the purpose of laying, constructing, maintaining, operating, altering, replacing, repairing, changing the size of (with the same or smaller size pipeline), relocating within the Easement, abandoning and/or removing one (1) underground pipeline having a nominal diameter of thirty-six inches (36") or less, together with such above- or below-grade valves, fittings, meters, tie-overs, and necessary cathodic/corrosion protection and/or electrical interference mitigation devices, only to the extent noted or depicted on the attached Drawing (defined below), along with pipeline markers required by law (collectively, the "Pipeline Facilities"), all of which shall be and remain the property of Grantee, for the sole transmission of natural gas (as defined under federal law) over, under, across, and upon the following described land (the "Property") situated in the City/Township of Troy, County of Wood, and State of Ohio, more fully described and referred to as:

**OH-WO-011.0000**

Being a portion of the land described as situated in the Township of Troy, County of Wood, and State of Ohio:

And known as being a parcel of land in that part of the East 1/2 of the Northeast 1/4 of Section 26, Town 6 North, Range 12 East in the Township of Troy, County of Wood, State of Ohio and more particularly described as follows:

Commencing at the Northeast corner of said Section 26, a found railroad spike;

Thence South 00 deg. 00' 00" West, 816.96 feet upon the East line of the said Section 26 (Centerline of Bradner Road), to a set P.K. Nail and the "True Point of Beginning" for the land herein described;

Thence continuing South 00 deg. 00' 00" West, 368.76 feet to a set P.K. Nail;

Thence South 89 deg. 53' 40" West, 590.63 feet to a set capped 1/2-inch iron rod and passing a set capped 1/2-inch iron rod at 25.00 feet;

Thence North 00 deg. 00' 00" East, 368.76 feet to a set capped 1/2-inch iron rod in the North line of land owned or formerly owned by Fairbanks as recorded in Deed Book 708, Page 1098 of the Wood County Records;

Thence North 89 deg. 53' 40" East, 590.63 feet to the point of beginning and passing a found iron pin at 565.63 feet.

Containing 5.000 acres more or less.

Subject however to legal highways (Bradner Road 0.2116 Acres) and all easements, conditions, restriction and regulations of record.

The bearings utilized in this description are for angular measurement only and are based upon the East line of the said Northeast 1/4 of Section 26 (aka Centerline of Bradner Road) as being North 00 deg. 00' 00" East. All distances are in feet and decimals thereof.

The above description was taken from that certain deed dated July 11, 2012 and July 18, 2012 between Gene S. Steele and Josephine J. Steele, husband and wife, to Jay E. Griffith and Jennifer L. Griffith, husband and wife, for their joint lives, remainder to the survivor of them, as recorded in Volume 3143, Page 846, of the deed records of Wood County, Ohio.

Parcel No. U69-612-260000001005

**OH-WO-014.0010**

5368.76 N 1185.72  
E 590.63 ENE

Being a portion of the land described as situated in Troy Township,  
County of Wood, State of Ohio:

And being the South half (1/2) of the Southwest Quarter (1/4) of the Southeast  
Quarter (1/4) of Section number twenty-three (23), Town six (6) North, Range  
twelve (12) East, Troy Township, Wood County, Ohio, containing twenty (20)  
acres, more or less. Subject to all legal highways.

The above description was taken from that certain fiduciary deed dated May  
24, 2011 between Edwin D. Griffith, Trustee of the Edwin D. Griffith Living  
Trust dated December 23, 1997, to Jay E. Griffith and Jennifer L. Griffith,  
husband and wife, for their joint lives, remainder to the survivor of them, as  
recorded in Volume 3051, Page 0814, of the deed records of Wood County,  
Ohio.

Parcel No. U69-612-230000026000

S<sup>1</sup>/<sub>2</sub> SW SE

The Easement and Temporary Work Space across the Property of Grantor is more particularly shown on the plans entitled, **Exhibit A**, Drawing No. **OH-WO-011.0000 & OH-WO-014.0010**, dated **08/18/2015 & 10/16/2015** ("Drawing") attached hereto as Exhibit A and made a part hereof. Unless specifically depicted on the Drawing, Grantee shall not construct any above-ground facilities or structures or below ground tap valves within the Easement or Temporary Work Space (defined below) without Grantor's consent, except for pipeline markers, cathodic protection devices, or vent pipes that are required by applicable regulatory and safety requirements. Grantee may not change the location of the Easement or the Temporary Work Space as depicted on the Drawing without Grantor's written consent.

1. Notwithstanding anything to the contrary as shown on the Drawing, the permanent and exclusive easement rights granted to Grantee shall extend to and include contiguous public roads and ways to the full extent of Grantor's interest therein for the purpose of ingress and egress to the Easement.

2. Also included in this Grant of Easement is the use of the following if and only if, and only to the extent shown, on the Drawing: (a) temporary work space and staging area temporary work space (collectively, the "Temporary Work Space") adjacent to and generally parallel with the Easement to be used during initial construction of the Pipeline Facilities. Grantor's granting of the Temporary Work Space to Grantee shall be on an exclusive basis for a term of twenty four (24) months from the start of construction of the Pipeline Facilities on the Property. For purposes of this Grant of Easement, the "start of construction of the Pipeline Facilities" shall be defined as the earliest of the following to occur: the date that NEXUS first cuts fences on the Property, the date that NEXUS first moves dirt on the Property, or the date NEXUS first cuts timber and/or vegetation on the Property. Upon completion of the initial

construction of the Pipeline Facilities, Grantee's ongoing access to the Easement and Pipeline Facilities shall, except in the event of any emergency, be only along the Easement, which shall be accessed at those points where the Easement enters and exits the Property. Grantor shall grant no third party any right to use the Temporary Work Space but Grantor may use it prior to the expiration of Grantee's term to use the Temporary Work Space.

3. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including, but not limited to, the right, to be exercised at any time in Grantee's sole and absolute discretion, to remove, clear and to keep clear all buildings (including, but not limited to, sheds, garages, and other structures, whether on foundations or not), walls or similar structures, above- or below-ground swimming pools, decks, rocks, trees, brush, limbs, and other obstructions including, but not limited to, pipelines and conduits except drainage tile (which are subject to the limitations in Paragraph 4 below) within the Easement and Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space) that may interfere with the Grantee's use of the Easement and Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space), and the free and full right of ingress and egress, over and across said Easement and Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space). Subject to the terms of this Grant of Easement, after construction and installation of the Pipeline Facilities is completed, Grantor may plant crops (but in no event trees) within the Easement and harvest the same from time-to-time.

4. Notwithstanding the use of the term "exclusive" in the first unnumbered paragraph of this Grant of Easement, Grantor and Grantee agree that: (i) the Grantor may not grant the right for any other pipeline to be installed within the Easement running parallel to the Pipeline Facilities; and (ii) Grantor may use the Easement for any and all purposes not inconsistent with the purposes set forth in this Grant of Easement, subject to the following condition: prior to performing, or allowing to be performed, any excavation or underground work within the Easement, Grantor shall provide thirty (30) calendar days, except in the event of an emergency, prior written notice (including copies of written plans) to Grantee to allow Grantee to review and approve any allowable installations such as roads, fences, drain tiles, pipelines and utility lines crossing the Easement, which approval shall not be unreasonably withheld, delayed, conditioned or denied. Notwithstanding any such approval provided by Grantee and even in the event of an emergency: (a) Grantor's activities shall not interfere with Grantee's rights under this Easement, particularly its ability to safely operate, maintain and inspect the Pipeline Facilities; (b) Grantor shall remain responsible for one-call notifications; and (c) Grantor shall remain liable for any damages resulting from its activities. Grantee shall be entitled to be present during any approved installations. The use of the Easement by Grantor and/or Grantor's grantee(s) shall be regulated by all appropriate ordinances, regulations, resolutions, or laws of the governmental entities with authority over the Easement and the Pipeline Facilities.



5. Grantor is not permitted to conduct any of the following activities on the Easement and, when applicable, the Temporary Work Space: (1) construct any temporary or permanent building; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Agreement and the Easement are being acquired may be placed, erected, installed or permitted upon the Easement and, when applicable, the Temporary Work Space, without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be remedied upon receipt of written notice from Grantee or Grantee shall have the immediate right to remedy such violation at the sole, reasonable expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Any improvements, whether above or below ground, installed by Grantor subsequent to the date of this Agreement and in violation of the terms of, this Agreement, may be removed by Grantee at Grantor's sole, reasonable cost and expense and Grantee shall not be liable for any damages to such removed installation or improvement.

6. Grantor and Grantee agree that the consideration for this Grant of Easement includes payment for: (i) the fair market value of the rights granted to Grantee by Grantor in this Grant of Easement, including but not limited to the Easement and Temporary Work Space; (ii) the right to survey; (iii) all damages of every kind and character caused to the surface of the Easement and Temporary Work Space, including damages to growing crops and timber, and the reestablishment of growing crops which arise from or are related to initial construction and installation of the Pipeline Facilities and/or clean up/restoration of the Property after the completion of construction and installation of the Pipeline Facilities; and (iv) the diminution in value, if any, to the Property and/or loss in value to the residue of the Property as a result of this Grant of Easement. The consideration set forth above does not include payment for, and Grantee shall pay Grantor for: (i) any damage resulting from the exercise of the rights herein granted which may occur on the Property outside of the Easement or Temporary Work Space during initial construction activities; (ii) any damages provided for below in Paragraph 7; or (iii) any personal injury damages to Grantor; provided, however, Grantee shall not be liable for damages which arise from Grantor's negligence or intentional misconduct of Grantor, their employees, agents, invitees, or lessees.

7. After the Pipeline Facilities have been constructed, Grantee shall pay Grantor the fair market value for any and all damages resulting from the exercise of the rights herein granted which may occur on the Property including but not limited to growing crops, cultivated land, pasturage, timber, fence, drain tile, livestock, grassed waterways, developed springs, drinking water wells, crop irrigation systems, septic systems or buildings of Grantor; provided, however, Grantee shall not be liable for damages which arise from Grantor's negligence or intentional misconduct of Grantor, their employees, agents, invitees, or lessees (the "Post-Construction Damages"). In the alternative to being paid fair market value for the Post-Construction Damages, Grantor may elect to have Grantee timely repair said damage, at

the sole cost and expense of Grantee, as near as reasonably possible to what existed prior to the start of construction of the Pipeline Facilities.

8. In the event the Property or any part of the Property is subject to an existing surface lease, any and all damages sustained by the existing surface tenant to crops, timber or other property belonging to the surface lease tenant as a result of the Grantee's use of this Grant of Easement, shall, following payment from Grantee to Grantor hereunder, be promptly remitted to the surface tenant by Grantor.

9. The pipeline will be buried so that the top of the line is at least sixty (60) inches below the surface of the ground on the Property. Notwithstanding the foregoing, Grantee shall construct the pipeline so as to maintain a minimum twelve (12) inches' clearance between the top of the pipeline and any drain tile systems within the Easement and existing as of the date of this Grant of Easement.

10. Grantor shall not grade, excavate, fill or flood the Easement or Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space) without obtaining the Grantee's prior written consent, which may be withheld in Grantee's sole discretion.

11. There shall be no hunting, fishing, loitering, lodging, camping, or similar activities on the Property by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

12. Grantor shall retain any interest which Grantor has in and to the oil, gas, and other minerals in, on and under the Easement; provided, however, that if Grantor owns such minerals, Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easement, but it will be permitted to extract the oil and other minerals from and under the Easement by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the purposes for which the Easement has been acquired by Grantee.

13. The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged and mortgaged, and shall be appurtenant to and run with the land and be binding upon and inure to the benefit of the Grantee and its successors, assigns, heirs and legal representatives.

14. Grantor makes no warranty as to Grantor's title to the Property as of and at the date of execution of this Grant of Easement.

15. The failure of Grantor or Grantee to exercise or any delay of Grantor or Grantee in exercising any rights herein conveyed in any single instance or from time to time

shall not be considered or construed as a waiver of such right or rights and shall not bar Grantor or Grantee from exercising such right or rights, or, if necessary, seeking an appropriate remedy in conjunction with the exercise or violation of such right or rights from time to time.

16. This Grant of Easement shall immediately terminate, or be deemed to have terminated, if and only if (i) the Federal Energy Regulatory Commission, or its successor agency, has issued an authorization for Grantee to abandon the Pipeline Facilities or (ii) Grantee notifies Grantor in writing of its intent to terminate this Grant of Easement. In the event of any such termination and upon the written request of Grantor, Grantee shall record a timely release of the Grant of Easement.

17. NEXUS shall comply with all federal and state requirements with respect to the construction, maintenance, and operation of the Pipeline Facilities, including by way of example but without limitation, any certificate of public convenience and necessity approved by the Federal Energy Regulatory Commission ("FERC") for the NEXUS project in FERC Docket No. CP16-22-000 as well as all regulations, rules, policies and procedures of the U.S. Department of Transportation and the Federal Energy Regulatory Commission, Nexus's Drain Tile Mitigation Plan, and Nexus's Erosion and Sedimentation Control Plan. This Grant of Easement is further subject to the terms and conditions contained in an unrecorded Side Letter Agreement by and between Grantor and Grantee.

18. Any and all written notices to which the parties shall be entitled hereunder or under any law, statute, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Grant of Easement is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses shown below, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for herein.

- a) Grantor and Grantee designate the following persons and addresses for all notices and information to be delivered hereunder:

Grantor: Jay E. Griffith and Jennifer L. Griffith,  
21221 Bradner Road, Luckey, OH 43443

Grantee: NEXUS Gas Transmission, LLC,  
5400 Westheimer Court, Houston, Texas 77056

- b) Such persons, addresses may be changed by the respective party by delivering written notice of such change to the other party.
- c) Grantee shall provide Grantor with the name and contact information (including e-mail address and telephone number) of an employee or agent of Grantee who Grantor may contact regarding issues relating to the use of the Easement, maintenance of the Pipeline Facilities or of emergencies during initial construction of and after construction of the Pipeline Facilities. Such individual shall be available in the State of Ohio at least during initial construction of the Pipeline Facilities on the Property. Grantee agrees to respond to Grantor's contact as soon as reasonably practicable.

19. This Grant of Easement shall be interpreted, enforced and governed under the laws of the State of Ohio. Venue for any dispute arising under this Grant of Easement shall be proper in either a state court in the county where the Property is located or the Ohio federal court having jurisdiction over the county where the Property is located.

20. If Grantor is married and holds title to the Property in his or her name only, his or her spouse is signing this Grant of Easement to release dower in the property rights granted and conveyed herein.

21. The execution, delivery, and performance of this Grant of Easement have been duly and validly authorized by all requisite action, corporate or otherwise, on the part of the Grantor and Grantee.

22. From time to time, and at the request of Grantee, the Grantor (without additional consideration) shall execute and deliver such additional documents and instruments which are necessary or appropriate to effectuate and perform the provisions of this Grant of Easement and are reasonable and consistent with the terms of this Grant of Easement.

23. Grantee agrees to indemnify and hold harmless Grantor and Grantor's heirs, successors, and assigns from and against all damages, losses, claims, actions, lawsuits, costs (including reasonable attorneys' fees) or liabilities (collectively, "Claims") for injury, including death, or damage to persons or property arising out of or resulting from the negligence, gross negligence or willful misconduct of Grantee or Grantee's employees, agents, independent contractors, licensees, or invitees in exercising the rights granted herein on the Property, except to the extent such Claims arise from the negligence or intentional misconduct of Grantor or Grantor's employees, agents, invitees or lessees for which such parties may be strictly liable under law.

24. Grantee agrees to carry casualty and liability insurance with limits of not less than \$2 million/\$5million.



25. The execution, delivery, and performance of this Grant of Easement have been duly and validly authorized by all requisite action, corporate or otherwise, on the part of the Grantor and Grantee. This Grant of Easement does, and such documents and instruments shall, constitute legal, valid, and binding obligations of Grantee, enforceable against Grantee in accordance with their terms.

*Signatures begin on following page*

IN WITNESS WHEREOF, Grantor executes this Grant of Easement this 25<sup>th</sup> day of April, 2017.

Grantor:

X Jay E. Griffith  
Jay E. Griffith

X Jennifer L. Griffith  
Jennifer L. Griffith

ACKNOWLEDGMENT

STATE OF OHIO }  
COUNTY OF WOOD } SS

On this 25<sup>th</sup> day of April, 2017, before me, the undersigned notary public, personally appeared Jay E. Griffith and Jennifer L. Griffith (husband and wife), who proved to me through satisfactory evidence of identification, which was LICENSE, to be the person(s) whose name(s) is(are) signed on the preceding or attached document, and acknowledged to me that she/he/they signed it voluntarily, for its stated purposes.

**DIANE HOWLEY**  
**NOTARY PUBLIC, STATE OF OHIO**  
**My Commission Expires 12/16/2021**

Diane Howley  
Notary Public  
My Commission Expires:



Grantee:

NEXUS Gas Transmission LLC

By: Spectra Energy Transmission Services, LLC, Its General Partner, on behalf of NEXUS Gas Transmission LLC

By: *Tina Faraca*  
Tina Faraca

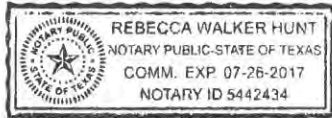
Title: Vice President of Spectra Energy Transmission Services, LLC

**ACKNOWLEDGMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS      §

On this 1 of June, 2017 before me, the undersigned Officer, personally appeared Tina Faraca known to me as the Vice President of SPECTRA ENERGY TRANSMISSION SERVICES, LLC, a Delaware limited liability company, which is the general partner of NEXUS GAS TRANSMISSION LLC, a Delaware limited liability company, and that she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

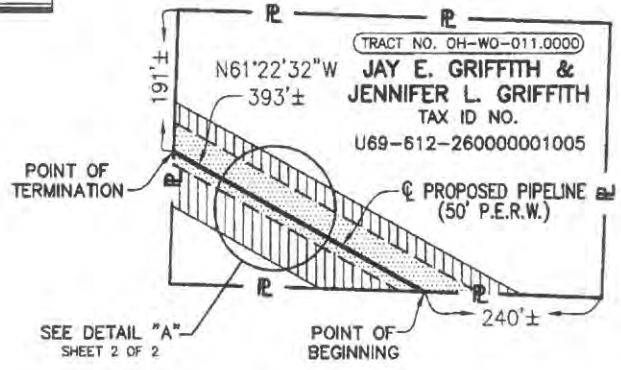
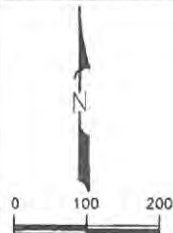


*Rebecca Walker Hunt*  
Notary Public of the State of Texas  
My commission  
expires: \_\_\_\_\_

This instrument prepared by: Jeff Dehner, Esq., 6050 Oak Tree Blvd, Suite 200, Independence, Ohio 44131

EXHIBIT "A"

TROY TOWNSHIP, WOOD COUNTY, OHIO  
T 6 N, R 12 E : SECTION 26



- PROP. PIPELINE: 393' ±
- PROP. PERM. EASEMENT (P.E.R.W.): 0.5 ± ACRE
- PROP. TEMP. WORKSPACE (T.W.S.): 0.6 ± ACRE

**NOTES:**  
 1. THE ACTUAL LOCATION OF NEW PERMANENT EASEMENT IS DETERMINED BY THE FIRST PIPELINE AS INSTALLED.  
 2. ALL BEARINGS AND DISTANCES (US SURVEY FEET) HEREIN ARE GRID AND BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR PROJECTION, ZONE 17 NORTH (UTM17N), NORTH AMERICAN DATUM OF 1983 (NAD83 (2011)).  
 3. I HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT WAS PREPARED UNDER MY DIRECT SUPERVISION AND THE PROPERTY LINES IDENTIFIED HEREIN ARE BASED UPON RECORD DATA ONLY AND DOES NOT MEET THE MINIMUM STANDARDS FOR A BOUNDARY SURVEY AS DEFINED BY SECTION 4733-037 OF THE OHIO ADMINISTRATIVE CODE.

*D.A. Parsell* 09-15-2015  
 DANA A. PARSELL, P.S. DATE:  
 OHIO PROFESSIONAL SURVEYOR S-7931

REVISIONS 0 ISSUED FOR ACQUISITION - 09/14/2015

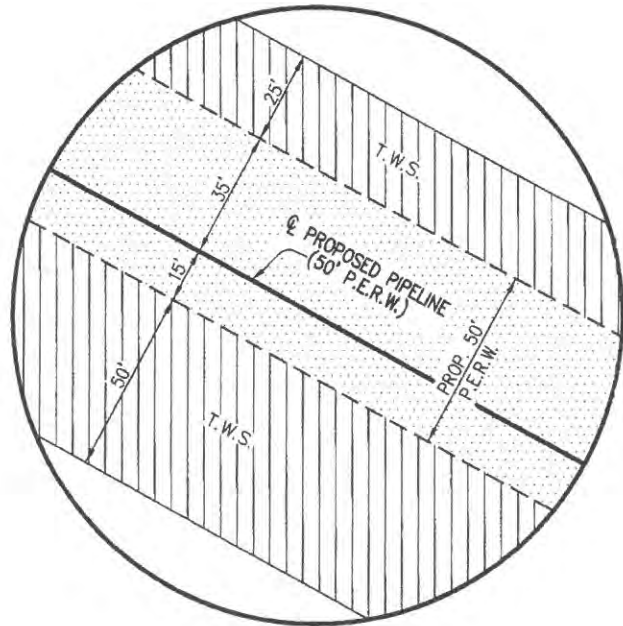


PREPARED FOR: NEXUS Gas Transmission, LLC <b>NEXUS</b> GAS TRANSMISSION		PREPARED BY: Universal Pegasus INTERNATIONAL a subsidiary of International Energy Products COA: Universal Enasco, Inc. 4848 LOOP CENTRAL DR. Suite 100 HOUSTON, TX. 77081 PH. 713-977-7770	JOB NO. 22203	<b>EXHIBIT "A"</b>  THE PROPERTY OF JAY E. GRIFFITH & JENNIFER L. GRIFFITH		
DATE: 08/18/2015		DRAWN: CE	APPROVED: DP			
SCALE: 1"=200'	SHEET 1 OF 2	DOC. NO. 22203-250-PSK-30039	DWG. NO. OH-WO-011.0000			



EXHIBIT "A"

TROY TOWNSHIP, WOOD COUNTY, OHIO  
T 6 N, R 12 E : SECTION 26



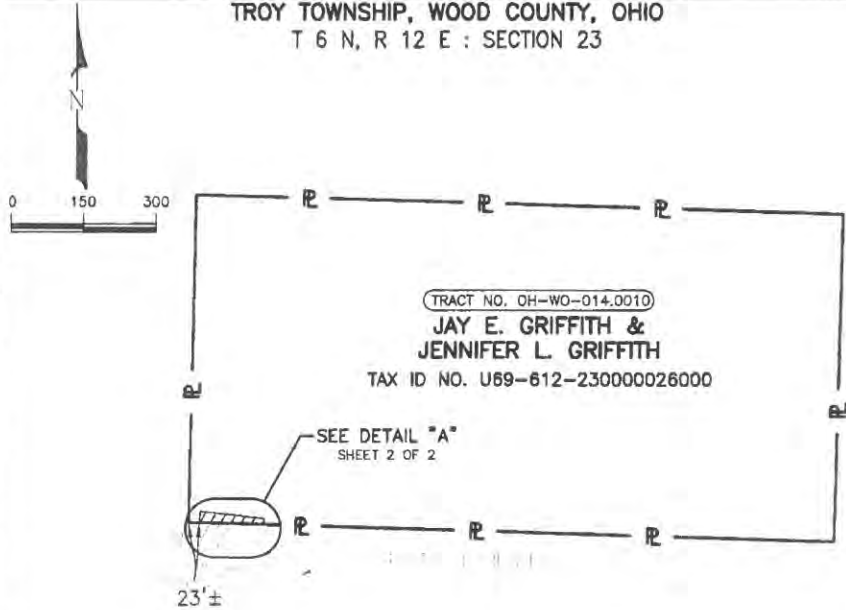
DETAIL "A"  
N.T.S.

REVISIONS 0 ISSUED FOR ACQUISITION - 09/14/2015

PREPARED FOR: NEXUS Gas Transmission, LLC <b>NEXUS</b> GAS TRANSMISSION	PREPARED BY: UniversalPegasus INTERNATIONAL <small>A subsidiary of Huntington Ingalls Industries COA: Universal, Enasco, Inc.</small> 4848 LOOP CENTRAL DR. Suite 100 HOUSTON, TX. 77081 PH. 713-877-7770	JOB NO. 22203 DATE: 08/18/2015 DRAWN: CE APPROVED: DP SCALE: N.T.S.	<p><b>EXHIBIT "A"</b></p> <p>THE PROPERTY OF JAY E. GRIFFITH &amp; JENNIFER L. GRIFFITH</p>	SHEET 2 OF 2	DOC. NO. 22203-250-PSK-30039	DWG. NO. OH-WO-011.0000	REV 0
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EXHIBIT "A"

TROY TOWNSHIP, WOOD COUNTY, OHIO  
T 6 N, R 12 E : SECTION 23



REMOVED OWNERSHIP "ET AL" 01/28/2016  
2  
1  
0  
1  
ISSUED FOR ACQUISITION - 10/28/2015  
REVISIONS

SURVEYOR'S SEAL



//// PROP. TEMP. WORKSPACE (T.W.S.): 0.1 ± ACRE

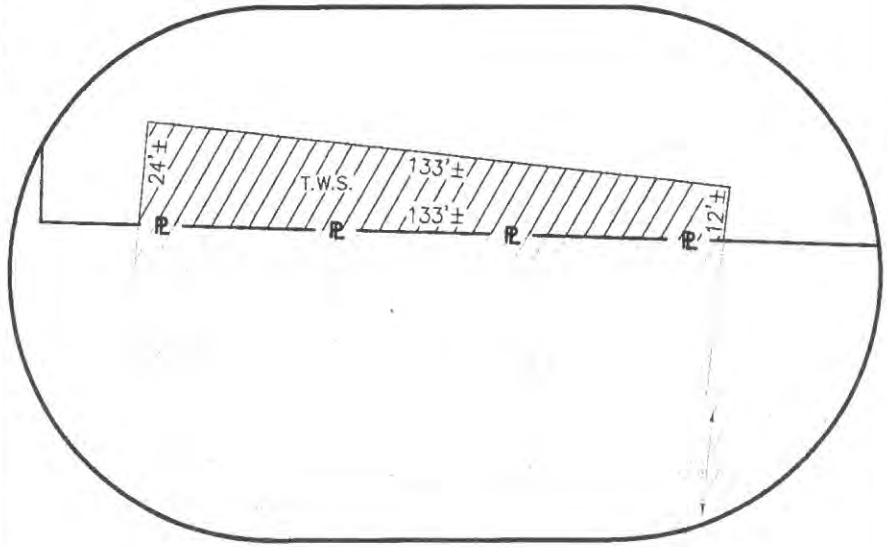
NOTES:  
1. THE ACTUAL LOCATION OF NEW PERMANENT EASEMENT IS DETERMINED BY THE FIRST PIPELINE AS INSTALLED.  
2. ALL BEARINGS AND DISTANCES (US SURVEY FEET) HEREIN ARE GRID AND BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR PROJECTION, ZONE 17 NORTH (UTM17N), NORTH AMERICAN DATUM OF 1983 (NAD83 (2011)).  
3. I HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT WAS PREPARED UNDER MY DIRECT SUPERVISION AND THE PROPERTY LINES IDENTIFIED HEREIN ARE BASED UPON RECORD DATA ONLY AND DOES NOT MEET THE MINIMUM STANDARDS FOR A BOUNDARY SURVEY AS DEFINED BY SECTION 4733-037 OF THE OHIO ADMINISTRATIVE CODE.

*D. A. Parsell* 01.29.2016  
DATE:  
DANA A. PARSELL, P.S.  
OHIO PROFESSIONAL SURVEYOR S-7931

PREPARED FOR: NEXUS Gas Transmission, LLC <b>NEXUS</b> GAS TRANSMISSION	PREPARED BY: Universal Pegasus INTERNATIONAL A Subsidiary of Irving Energy Services COA: Universal Energy, Inc. 4848 LOOP CENTRAL DR. Suite 100 HOUSTON, TX. 77081 PH. 713-977-7770	JOB NO. 22203 DATE: 10/16/2015 DRAWN: CE APPROVED: DP SCALE: 1"=300'	<p><b>EXHIBIT "A"</b> THE PROPERTY OF JAY E. GRIFFITH &amp; JENNIFER L. GRIFFITH</p> <p>SHEET 1 OF 2 DOC. NO. 22203-250-PSK-30200 DWG. NO. OH-WO-014.0010 REV 2</p>
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EXHIBIT "A"

TROY TOWNSHIP, WOOD COUNTY, OHIO  
T 6 N, R 12 E : SECTION 23



DETAIL "A"  
N.T.S.

REMOVED OWNERSHIP "ET AL."  
01/28/2016 2  
1 UPDATED LANDOWNER NAME - 01/22/2016 2  
1 ISSUED FOR ACQUISITION - 10/28/2015  
0 REVISIONS

PREPARED FOR: <b>NEXUS Gas Transmission, LLC</b> 	PREPARED BY:  <b>Universal Pegasus INTERNATIONAL</b> <small>A subsidiary of International Energy Services</small> <small>COA: Universal Energy, Inc.</small> 4848 LOOP CENTRAL DR. Suite 100 HOUSTON, TX. 77081 PH. 713-977-7770	JOB NO. 22203 DATE: 10/16/2015 DRAWN: CE APPROVED: DP SCALE: N.T.S.	<b>EXHIBIT "A"</b> THE PROPERTY OF JAY E. GRIFFITH & JENNIFER L. GRIFFITH	SHEET 2 OF 2 DOC. NO. 22203-250-PSK-30200 DWG. NO. CH-WO-014.0010 REV 2
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456/311

EASEMENT

That Walter Holtmeyer, also known as Walter W. Holtmeyer, and Marlene Holtmeyer, also known as Marlene K. Holtmeyer, husband & wife,

the Grantor, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, conveys and warrants to THE TOLEDO EDISON COMPANY, an Ohio corporation, the Grantee, forever, an easement for lines for the transmission and/or distribution of electricity upon, over, under and across the ~~SECTION 12, RANGE 12, TOWN 6~~ West fifty (50) feet of the following described premises:

Parcel #1

The north quarter (1/4) of the southeast quarter (1/4) of Section #23, Town 6-North, Range 12-East, in Troy Township, Wood County, Ohio; subject to legal highways.

Parcel #2

The south half (1/2) of the southwest quarter (1/4) of the southeast quarter (1/4) of Section #23, Town 6-North, Range 12-East in Troy Township, Wood County, Ohio; subject to legal highways.

Grantor shall remove all structures from the easement area before June 1, 1968; in the event Grantor fails to so remove all structures, Grantee may do so at Grantor's expense.

Grantee shall not place poles/or towers on the easement area.

Grantee shall have the right at any location or locations within the easement boundaries to construct, operate, repair, patrol, inspect, extend, enlarge, replace, remove, relocate, change, add to and maintain any number of such lines desired by Grantee for the transmission and/or distribution of electricity; such lines or lines may at Grantee's option be placed overhead or underground or one or more overhead and one or more underground, each line to consist of components of such type, number, size, design and material as desired by Grantee, and without in any way limiting the generality of the foregoing, an overhead line may include a row of towers or other supporting means or structures, cables and wires extending between such supports, cross arms, fixtures, appliances, appurtenances, underground cables, and other items incident to the line or its components and an underground line may include cables buried not less than 3 feet underground, with or without, conduit tile, tubing, padmounts, surface structures, transformers, or other items incident to the line or its components, and all of the rights applicable to the line or lines shall also be applicable to each component thereof. The voltage of electricity to be transmitted and/or backfed, construct crossings for ditches or creeks, temporarily remove fences, pile earth excavation and material, trim, cut, remove or control by other means trees, underbrush and weeds, remove all obstructions, buildings, structures or materials, and do any and all things which Grantee desires in order to exercise the easement rights granted by this instrument, and all matters incident thereto. Grantee shall have the right to trim, cut, or remove such trees on the above described premises outside of the boundaries of the easement as in the judgment of Grantee will interfere with or endanger Grantee's line or lines or the operation thereof. ~~Grantee shall not be liable for any damage to crops or structures on the above described premises caused by the exercise of the rights granted herein.~~ Any and all rights granted to Grantee in this instrument may be exercised in whole or in part, at any and all times, or from time to time, as desired by Grantee, without any limitation or determination by reason of original or subsequent construction or use, or delay or non-use.

Grantor, subject to the rights granted to Grantee in this instrument, shall have the right within the boundaries of the easement to grow agricultural crops, lawn and shrubbery, and to construct and maintain fences, drain tile and ditches. Provided, however, any such use permitted to the Grantor shall be exercised so as in the judgment of Grantee not to endanger or damage Grantee's installations or interfere with the rights granted to Grantee in this instrument. Grantee will repair, replace, or pay damages for any and all of the foregoing items permitted to be maintained by Grantor within the easement boundaries which are now in existence or hereafter grown or established pursuant to the above which may be temporarily removed, damaged or destroyed by Grantee in the construction or maintenance of the lines. Grantor shall not within the boundaries of the easement place any objects or material, or do any excavating, except as above specifically permitted, or build any structure, plant any tree, maintain any fire or do any mining or drilling, or in any way in Grantee's judgment endanger or damage Grantee's installations or interfere with the rights granted to Grantee in this instrument.

To Have and To Hold the easement aforesaid with each and every of the rights and privileges thereunto belonging unto said Grantee forever. This easement is in addition to such rights in the above described premises as Grantor may own at the date hereof. "Grantor" as used in this instrument, shall include all persons or corporation executing this instrument and their heirs, devisees, executors, administrators, lessees, and assigns or successors, and the plural the singular when the context requires. Vol. 405, p. 600 & Vol. 429, p. 642. Wood County Deed Records.

Grantor acquired title by instrument recorded in ~~XXXXXX~~ Vol. 405, p. 600 & Vol. 429, p. 642, Wood County Deed Records. IN WITNESS WHEREOF Walter Holtmeyer, a/k/a Walter W. Holtmeyer, and Marlene Holtmeyer, a/k/a have their hands this 19th day of January, 1968.

Signed and acknowledged in the presence of:  
Emmett W. Spitzer Walter Holtmeyer  
Joseph H. Pilkington Marlene K. Holtmeyer  
Walter Holtmeyer, a/k/a  
Walter W. Holtmeyer  
Marlene Holtmeyer, a/k/a  
Marlene K. Holtmeyer

The State of Ohio, Lucas County, ss: I, Joseph H. Pilkington, Notary Public in and for said County and State, personally appeared Walter Holtmeyer, a/k/a Walter W. Holtmeyer, and Marlene Holtmeyer, a/k/a Marlene K. Holtmeyer, husband and wife, acknowledged that they did sign the foregoing instrument and that same is their free act and deed.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 19th day of January, 1968.  
Joseph H. Pilkington  
Notary Public  
JOSEPH H. PILKINGTON  
Attorney-at-Law  
Notary Public—State of Ohio  
My Commission has no Expiration date  
Section 147.03 R. O.

This Easement prepared by Fuller, Seney, Henry & Hodge and  
Emmett V. Spitzer, Esquire  
Easement No. \_\_\_\_\_ Parcel No. \_\_\_\_\_



0598

1-2  
M

RECORDERS OFFICE WOOD CO., OHIO  
 Filed February 9, 1968 at 12:53 P.M.  
 Recorded February 9, 1968 in  
 Vol. 456 Page 311. Record of  
 Deeds, County of Wood Co., Ohio  
*Paul W. Damm*  
 Recorder  
 JAM

✓ *Building Survey, Henry Village  
 East*



For Rec. - Rec. Vol. 470 Pg 109 deeds

Clarence Holtmeyer, et al.  
1622 To  
East Ohio Gas Company  
\*\*\*\*\*

RIGHT OF WAY

FOR AND IN CONSIDERATION of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, and the further consideration of One Dollar (\$1.00) per lineal rod for each rod of pipe laid on the premises herein described to be paid when said pipe line is laid, We, Clarence Holtmeyer & Anna Holtmeyer, his wife; Anna M. L. Holtmeyer, widow; Elsie Bruning & L. F. Bruning, her husband and Ida Holtmeyer, single; \_\_\_\_\_ herein called "Grantor," hereby grant unto The East Ohio Gas Company, the Grantee, its successors or assigns, the right of way to lay, maintain, operate, relocate and remove a pipe line, with drips, valves and other necessary appurtenances thereto, and to erect, maintain and operate a telegraph or telephone line, if the same shall be found necessary, on, over and through the following described lands, situate in Section 23, Troy Township, Wood County, State of Ohio, bounded and described as follows:

- On the North by lands of L. K. & M. E. Bruggemeier
- On the East by lands of L. K. & M. E. Bruggemeier
- On the South by lands of Clarence Holtmeyer and E. Epker
- On the West by lands of A. A. Babione

with ingress and egress to and from the same. The Grantor shall fully use and enjoy the said premises except for the purposes herein granted to the Grantee which hereby agrees to pay any damages which might arise to crops, buildings, drain tile and fences from the exercise of any of the rights herein granted to it; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive. And the Grantee is further granted the right from time to time to lay additional lines of pipe alongside of, or to connect with, the first line as herein provided upon the payment of the price per lineal rod above mentioned for each additional line so laid, and subject to the same conditions; and also the right to change the size of and replace its pipes, the damages, if any, to crops, buildings, drain tile and fences in making such change or replacement to be paid by the Grantee.

All payments hereunder may be made to Grantor by check made payable to the order of and mailed or delivered to Clarence Holtmeyer and Anna M. L. Holtmeyer, jointly, Pemberville, Ohio, R #2, who is hereby authorized to receive and receipt for the same.

It is understood that this grant contains and expresses all the agreements and obligations of the Grantee in regard to the subject matter hereof and no covenant, agreement or obligation not expressed herein shall be imposed upon the Grantee; and this grant shall be

## DEED RECORD 263

binding upon the Grantor and Grantee and shall inure to the benefit of their respective heirs, personal representatives, successors and assigns.

It is agreed and understood that all telephone poles shall be located along a fence line.

WITNESS the signatures of the Grantor this 3 day of May 1943.

Signed in the presence of:

H. Willard White)	as to	(Clarence Holtmeyer
H. G. Helm )		(Anna Holtmeyer
		(Anna M. L. Holtmeyer
Harry L. McAnally )	as to	(Elsie Bruning
James H. Stephenson)		(L. F. Bruning
		(Ida Holtmeyer
		Fred H. Holtmeyer
		Mary M. Holtmeyer

STATE OF Ohio, COUNTY OF Wood, ss:

On this 4 day of May, 1943, before me, a Notary Public in and for said County, personally appeared the said Clarence Holtmeyer & Anna Holtmeyer his wife who acknowledged that they did sign and seal the foregoing instrument and that it is their free act and deed.

WITNESS my hand and official seal, the day and year aforesaid.

Harvey G. Helm  
Commission expires June 12, 1943  
Harvey G. Helm  
(Notarial Seal) (Name in Seal)

STATE OF Indiana, COUNTY OF Allen, ss:

On this 12 day of May, 1943, before me, a Notary Public in and for said County, personally appeared the said Fred H. Holtmeyer and Mary M. Holtmeyer who acknowledged that they did sign and seal the foregoing instrument and that it is their free act and deed.

WITNESS my hand and official seal, the day and year aforesaid.

James H. Stephenson  
My Commission Expires Oct. 6, 1943  
(Notarial Seal)

(The following acknowledgment is attached)

STATE OF INDIANA, COUNTY OF ALLEN, ss:

I, DOROTHY GARDNER, Clerk of the Allen Circuit Court, within and for the County and State aforesaid, being a Court of Record, do hereby certify that James H. Stephenson Esq., whose certificate of acknowledgment is annexed to the instrument of writing to which this is attached, was at the date of making the same, an acting Notary Public within and for said County and State, duly commissioned and qualified according to law; that his commission as such Notary Public is dated Oct. 6, 1939, and will expire Oct. 6, 1943, and that the said instrument is executed and acknowledged in conformity with the laws of said State; and to all his official acts full faith and credit are due, and or right ought to be given.

IN TESTIMONY WHEREOF, Witness my name and Seal of said Court, hereto subscribed and affixed, this 12th day of May, 1943, at the City of Fort Wayne.

Dorothy Gardner  
Clerk of Allen Circuit Court  
(Court Seal)

STATE OF OHIO, COUNTY OF WOOD

On this 20 day of May, 1943, before me, a Notary Public in and for said County, personally appeared the said Elsie Bruning, L. F. Bruning, Ida Holtmeyer and Anna M. L.

Holtmeyer and Anna M. L. Holtmeyer WHO acknowledged that they did sign and seal the foregoing instrument and that it is their free act and deed.

WITNESS my hand and official seal, the day and year aforesaid.

Harvey G. Helm, N. Public  
Harvey G. Helm, Notary Public  
Commission Expires June 12, 1943  
(Notarial Seal) (Name in Seal)

Received June 10, 1943 at 8:55 A. M.  
Recorded June 11, 1943  
Fee \$1.60

Clyde A. Lewis Recorder.



# OIL AND GAS LEASE

Agreement: Made and entered into the 18 day of Feb 19 82 by and between Walter W Holtmeyer & Marlene K Holtmeyer

2139 Joseph Rd  
Pemberville, Ohio 43450 hereinafter called lessor (whether one

or more), and Richard Harmeyer  
Genoa, Ohio.

or \_\_\_\_\_ 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, demised, 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 Troy, County of Wood

State of Ohio, described as follows, to wit:

North by- M Burgermeyer Section 23, SE 1/4 sect.

East by- Bradner Rd. Section 26, NE 1/4 sect.

South by- Small lots and St. Rt. 582

West by- Rachel Welling- F. Babione

of Section 23 & 26 Township 6N, Range 12E, and containing 129 acres, more or less.

It is agreed that this lease shall remain in force for a primary term of 2 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. Where such gas is not sold or used for a period of one year, lessee shall pay or tender as royalty an amount equal to the yearly delay rental as provided by the provisions of this lease, payable annually at the end of each year during which such gas is not sold or used, and while such royalty is so paid or tendered this lease shall be held as a producing property under the above paragraph setting forth the primary term hereof. Lessor is to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time, by making lessor's own connections with the well at lessor's own risk and expense.

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 4th day of MARCH, 1982, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or the lessor's credit in the Direct to lessors Bank at above address

\_\_\_\_\_ or its successors, which shall continue as the depository regardless

of changes in ownership of said land, the sum of \$ 258.00 Two hundred fifty eight

dollars which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. The payment herein referred to may be made in currency, draft, or 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. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred.

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. And it is agreed that on the resumption of the payments of rentals as above provided, the last preceding paragraph hereof governing the payment of rentals and the effect thereof shall continue in force as though there had been no interruption in the rental payments.

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 herein 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. Lessee shall pay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

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. If such oil or gas well shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants, expressed or implied, in this lease, and lessor shall participate in the one-eighth (1/8) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by the lessor within the limitations of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

- A. This is a 2 year lease and cannot exceed that limit without a new lease unless oil is being produced.
- B. Lessee is to pay all damages to land, tile and crops. Storage areas and drill sites are to be restored to original condition.

For Assignment see Vol 72 Pg 264, 265  
For Assignment see Vol 72 Pg 263, 264  
For Affidavit see Vol. 72, Pg. 245, 246

For Assignment see Vol 72 Pg 256, 257  
For Assignment see Vol 72 Pg 263, 264  
For Affidavit see Vol. 257 Pg. 540 OR  
W.K.H.

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 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.

W. Ohio  
W. G. H.

Whenever any well or wells on said lands shall be used by lessee for the inspection 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 severalty 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 in-operative 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 release 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.

1. The landowner must be consulted as to the location of any access roads, pipeline or tank storage.
2. This lease cannot be pooled or unitized, unless landowner agrees.

IN TESTIMONY WHEREOF WE SIGN, This the 18 day of Feb, 19 82

Witnesses:

Douglas Branch (SEAL) Walter W. Holtmeyer (SEAL)

Ben Kestel (SEAL) Marlene K. Holtmeyer (SEAL)

\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)

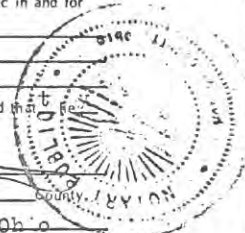
This form prepared by R Harneyer  
Genoa, Ohio.

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

On this 18 day of Feb, A.D., 1982, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared  
Walter W. Holtmeyer & Marlene K. Holtmeyer

to me known as the person s described in and who executed the foregoing instrument and acknowledged that they had executed the same as their free act and deed.

Kenneth C. Ransford  
Notary Public



My Commission Expires March 21, 1986, 19 Acting in Wood County, Ohio

01508

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

OIL AND GAS LEASE

FROM  
Walter & Marlene Holtmeyer  
Pemberville, Ohio

TO  
R. Harneyer  
Genoa Ohio.

Dated 18 Feb, 19 82

Section 23 & 26 Township 6N Range 12E

No. Acres 17.9 County, Ohio

Term 2 YEARS

This instrument was filed for record on the 17th day of March, 1982 at 10:29 o'clock a.m., and duly recorded in Book 72 Page 27 of the records of this office

By Sheila Williams Register of Deeds

Fee \$5.00 Deputy

When Recorded MR. HARNEYER

Return to RT 51 Genoa, Ohio. 43430

Env(a) JV





**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

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

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

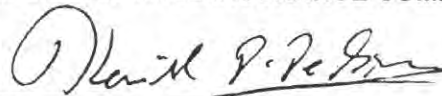
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

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

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance [issued by First American Title Insurance Company]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



**COMMITMENT CONDITIONS****1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

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

**4. COMPANY'S RIGHT TO AMEND**

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

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

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**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

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

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Form 50168939 (8-26-22)







**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Jennifer N. Kuhlman  
Issuing Office: Pemberville, OH  
Issuing Office's ALTA® Registry ID: 1170101  
Loan ID Number:  
Commitment Number: 24-TBD  
Issuing Office File Number: 24-TBD  
Property Address: 0 Gilbert Road, Troy Township, Wood County, Ohio (20 acres)  
Revision Number: N/A

**SCHEDULE A**

1. Commitment Date: February 26, 2024 at 7:30 a.m.
2. Policy to be issued:
  - a. 2021 ALTA® Owner's Policy of Title Insurance (Rev. 7-01-21)  
Proposed Insured: **Successful Bidder**  
Proposed Amount of Insurance: **\$1,000.00**  
The estate or interest to be insured: **Fee Simple**
  - b. 2021 ALTA® Loan Policy of Title Insurance (Rev. 7-01-21)  
Proposed Insured:  
Proposed Amount of Insurance:  
The estate or interest to be insured:
  - c. [ \_\_\_\_\_ ALTA® \_\_\_\_\_ Policy]  
Proposed Insured:  
Proposed Amount of Insurance: \$  
The estate or interest to be insured: ]
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple.**
4. The Title is, at the Commitment Date, vested in: **Jay E. Griffith and Jennifer L. Griffith, husband and wife, for their joint lives, remainder to the survivor of them, who acquired title by virtue of instruments recorded at Wood County Deed Records Volume 675, Page 846, and refiled for record in Volume 676, Page 380.**
5. The Land is described as follows:  
  
See Schedule 1 attached hereto and incorporated herein for legal description.

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Form 50168939 (8-26-22)







**FIRST AMERICAN TITLE INSURANCE COMPANY**

Issuing Agent: Kuhlman & Beck  
Agent ID No.: 12229068  
Address: 221 E. Front St., P.O. Box H  
City, State, Zip: Pemberville, OH 43450  
Telephone: 419-287-3225

By:   
Authorized Signatory

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Schedule 1

The east part of the south 1/2 of the southwest 1/4 of Section 21, Town 6 north, Range 12 east, Troy Township, Wood County, Ohio, lying east of the Toledo and Ohio Central Railroad, less the following described parcel of land:

Commencing at the southeast corner of said 1/4 section, thence north on the Section line 619.53 feet, thence west 407.8 feet, thence south 619.53 feet to the south line of said 1/4 section, thence east along said section line 407.8 feet to the place of beginning.



### SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. The documents must contain the unconditional approval of the township, county planning commission, county engineer, and health department as to the legal description in order to transfer the aforesaid premises to the purchaser.
5. Satisfactory release or subordination, as to the premises in question, of the following liens:
  - a. None
6. Pay all taxes, charges, assessments, levied and assessed against the subject premises, which are due and payable:

Parcel No.: U69-612-210000016000

Taxes and assessments for the 1st half of the year 2023 in the amount of \$484.00 are paid.

Taxes and assessments for the 2nd half of the year 2023 in the amount of \$484.00 are unpaid, payable, but not yet due.

Said half taxes include the following assessment:

12-332 DH TOUSSAINT CK JT: 1st 1/2: \$34.54; 2nd 1/2: \$34.54

Taxes and assessments for the year 2024 are by law a lien but are not yet due and payable.

The Land described in Schedule 1 appears on the Agricultural Land Tax List (Current Agricultural Use Valuation). The Company does not insure against loss or damage, nor attorneys fees or costs, for any lien which may arise pursuant to RC 5713.01, et seq.

Taxes and assessments set forth herein have been taken from the Treasurer's computerized tax list, and we, therefore, assume no liability with respect to any difference between this amount and the amount as actually disclosed on the tax duplicate.

7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractors, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notices of intent to perfect a lien for labor or materials.

### SCHEDULE B, PART II—Exceptions

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Form 50168939 (8-26-22)





**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.

Parcel No.: U69-612-210000016000

Taxes and assessments for the 1st half of the year 2023 in the amount of \$484.00 are paid.

Taxes and assessments for the 2nd half of the year 2023 in the amount of \$484.00 are unpaid, payable, but not yet due.

Said half taxes include the following assessment:

12-332 DH TOUSSAINT CK JT: 1st 1/2: \$34.54; 2nd 1/2: \$34.54

Taxes and assessments for the year 2024 are by law a lien but are not yet due and payable.

The Land described in Schedule 1 appears on the Agricultural Land Tax List (Current Agricultural Use Valuation). The Company does not insure against loss or damage, nor attorneys fees or costs, for any lien which may arise pursuant to RC 5713.01, et seq.

Taxes and assessments set forth herein have been taken from the Treasurer's computerized tax list, and we, therefore, assume no liability with respect to any difference between this amount and the amount as actually disclosed on the tax duplicate.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance [issued by First American Title Insurance Company]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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Form 50168939 (8-26-22)





7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Captioned premises are subject to zoning and use resolutions/ordinances, if any, imposed by the proper public authorities.
10. We make no representations regarding and extend no guaranty with respect to the acreage of the captioned premises.
11. Captioned premises are subject to an Oil and Gas Lease filed for record May 7, 1980 at Wood County Lease Volume 69, Page 574. No search has been made of subsequent assignments or releases (For further terms and conditions, see copy attached hereto.)

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69/574

Form G&T (77)

OIL AND GAS LEASE

THIS LEASE, made and entered into this 2nd day of April 1980, by and between

Walter W. Oestreich and Hilda M. Oestreich (husband and wife)

4300 Gilbert Rd.

of Luckey, Ohio 43443 hereinafter called the Lessor, and

Northern Ohio Oil & Gas Co. hereinafter called the Lessee, WITNESSETH:

4209 1/2 S. Cleveland Massillon Rd., Norton, Ohio 44203

1. That the Lessor, for and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and Lessor exclusively unto the Lessee, for the purpose of drilling, operating for, producing and removing oil and gas and all the constituents thereof, and to transport by pipelines or otherwise across and through said lands, oils, gas and their constituents from the subject and other lands, regardless of the source of such gas or the location of the wells and of placing tanks, equipment, roads and structures thereon to procure and operate for the said products, all that certain tract of land situated in Troy Township,

(Lot No.) (Section No.) 21 in Wood County, Ohio bounded substantially as follows:

North by lands of A. Swartz 104 Acres SE. SW. / Sec. 21

East by lands of A. Swartz & small tracts

South by lands of Incorp. of Luckey and small tracts

West by lands of Goodyear Rubber Co. & E. Wairse

being all the property owned by Lessor in Section 21 of Troy Township, containing 104 acres, more or less.

2. No well shall be drilled within 200 feet of the present buildings unless both parties consent thereto.

3. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of ten years and so much longer thereafter as oil or gas or their constituents shall be found on the premises in paying quantities in the judgment of the Lessee or as the premises shall be operated by the Lessee in the search for oil or gas.

4. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within six (6) months from the date hereof, a well shall be commenced on the premises, or unless the Lessee shall thereafter pay a delay rental of \$104.00

One Hundred Four and 00/100 Dollars each year, payments to be made quarterly until the commencement of a well. A well shall be deemed commenced when preparations for drilling have been commenced.

5. In consideration of the premises the Lessee covenants and agrees: (A) To deliver to the credit of the Lessor in tanks or pipe lines, as royalty free of cost, the equal one-eighth (1/8) part of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is run into tanks or pipe lines.

(B) To pay to the Lessor, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-eighth (1/8) of the wellhead price paid to Lessee per thousand cubic feet of such gas so marketed and used, measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.7 pounds atmospheric pressure, at a standard base temperature of 60° Fahrenheit and stipulated flowing temperature of 60° Fahrenheit, without allowance for temperature and barometric variations; payments or royalty for gas marketed during any calendar month to be on or about the 30th day of the following month. (C) Lessee to deduct from payments in (A) and (B) above Lessors prorata share of any severance (excise) tax imposed by any government body.

6. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to same as above at same as above

and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil or gas of their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided.

7. The Lessor may, at Lessor's sole risk and cost, lay a pipeline to any one gas well on the premises, and take gas produced from said well for domestic use in one dwelling house on the leased premises, at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee. The first two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet of gas, taken each year shall be paid for at the last published rates of the gas utility in the town or area nearest to the leased premises. Lessor to pay and maintain the pipeline and furnish regulators and other necessary equipment at Lessor's expense. This privilege is upon the condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas, and Lessor shall maintain the said pipeline, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas. If the Lessor shall take excess gas as aforesaid in any year and fail to pay for the same the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder. Lessor acknowledges that he has been advised as to the risks inherent in the taking of gas in this manner, and Lessor agrees to assume all such risks whether same be caused by Lessor's lines or equipment, or whether same be caused by Lessee's equipment or well operation; and Lessor agrees to hold Lessee and the well gas operator and all parties in interest in any well on the leasehold premises harmless from any claims of any nature whatsoever which may arise by the usage of gas from any such well by Lessor, his heirs, executors, administrators and assigns. Lessor further agrees that upon the sale or transfer of the leasehold premises wherein someone other than the Lessor is entitled to take the gas under this Paragraph 7, that the gas supply will be terminated by Lessee until the Buyer of the property executes an agreement regarding the usage of the gas in the same form as the within agreement. In the absence of such an agreement, free gas under this provision, shall terminate the within right to free gas not being assignable without the consent of the Lessee.

8. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either party hereunder shall cease and terminate unless within twelve (12) months from the date of the completion of the plugging of such well the Lessee shall commence another well or unless the Lessee resumes the payment of delay rental as hereinabove provided.

9. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, a well rental in lieu of royalty and delay rental in the amount and under the terms hereinabove provided for delay rental until production is marketed and sold off the premises or such well is plugged and abandoned according to law. In the event no delay rentals are stated payments hereunder shall be made on the basis of \$1.00 per acre per year.

10. The consideration, land rentals, well rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee and the further right of drilling or not drilling on the leased premises, whether to offset producing wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

11. The Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or strata therein with other lands to form an oil and gas development unit of not more than 160 acres, or the amount of acreage contained in a lot or section of land in the township in which the leased premises are located, whichever is greater, for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the owner of the lands on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) oil and gas royalty hereinbefore provided, that proportion of such one-eighth (1/8) royalty which the acreage consolidated bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration or consolidation with the same formality as this oil and gas lease setting forth the leases or portions thereof consolidated, the royalty distribution and recording the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If the well on said development unit shall thereafter be shut in, the well rental for shut-in royalty hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each parcel bears to the entire acreage consolidated.

12. In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein then the royalties and rentals herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of such original instrument or a duly certified copy thereof to the Lessee.

13. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entity, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each owner bears to the entire leased acreage.

14. The Lessee shall have the right to assign and transfer, as hereinabove set forth, the within lease in whole or in part and Lessor waives notice of any assignment or transfer of the within lease. Failure of payment of rental or royalty on any part shall not void this lease as to any other part. Lessor agrees that when the Lessee's interest hereunder, the right to pay and satisfy any claim or lien against the Lessor's interest in the premises as herein leased and thereupon to become subrogated to the rights of such claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any

15. The Lessee shall bury, when so requested by the Lessor, all pipe lines used to conduct oil or gas to, on, through and off the premises and pay all damages caused by operations under this lease. Any damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee and the third by the two so appointed, and the award of such three persons shall be final and conclusive. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser.

For Assignment see Vol 70 Pg 719 of Leases  
For Assignment, see Vol 70 Pg 724 of Leases

For assignment, see Vol 71, Pg 781, Lease  
For assignment, see Vol 71, Pg 792, Lease  
For assignment, see Vol 75, Pg 696, Lease

For Assignment, see Vol 74, Page 487 of Leases  
For Assignment see Vol 75, Pg. 196 of Leases  
For Assignment see Vol 74, Pg. 471 of Leases  
For Assignment, see Vol 73, Pg. 792 of Leases  
For Assignment, see Vol 74, Pg 460 of Leases  
For Assignment see Vol 74, pg 471 of Leases

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16. The Lessee shall have the privilege of using sufficient oil, gas and water for operating on the premises and the right at any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by returning the lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liabilities under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the land rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

17. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure including but not limited to acts of God, strikes, riots, and governmental restrictions this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts.

18. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

19. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them.

IN WITNESS WHEREOF the Lessors have hereunto set their hands.

Signed and Acknowledged in the presence of:

Signatures Walter W. Oestreich Social Security No. or Tax I.D. No. \_\_\_\_\_

Harriet M. Thomas  
Harriet M. Thomas  
Marie M. Minich  
Marie M. Minich

Walter W. Oestreich  
Hilda M. Oestreich  
Hilda M. Oestreich

Witnessed as to both signatures

STATE OF Ohio  
COUNTY OF Wood ) SS.

Individual

Before me, a Notary Public in and for said county and state, personally appeared the above named Walter W. Oestreich and Hilda M. Oestreich (husband and wife)

who acknowledged to me that they did execute the foregoing instrument and that the same is their free act and deed for the uses and purposes therein set forth.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at Tray Sup, Wood City, O. this 4 day of April, 1980.

My Commission Expires: MAR 1 1981 Public

Marie M. Minich  
Notary Public

STATE OF Ohio My Commission Expires 9-27-84  
COUNTY OF Wood ) SS.

Individual

Before me, a Notary Public in and for said county and state, personally appeared the above named \_\_\_\_\_

who acknowledged to me that \_\_\_\_\_ did execute the foregoing instrument and that the same is \_\_\_\_\_ free act and deed for the uses and purposes therein set forth.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

Corporation

Before me, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_ and \_\_\_\_\_

the above named corporation, who acknowledged to me that they did execute the foregoing instrument for and on behalf of said corporation, pursuant to authority so to do duly conferred on them by the Board of Directors of said corporation, and that the same is the free act and deed of said corporation and of themselves as such officers, for the uses and purposes therein set forth.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Notary Public

02746  
RECEIVED & RECORDED  
RECORDER'S OFFICE  
WOOD COUNTY, OHIO  
1980 MAY -7 PM 1:58  
VOL. 64 PAGE 574  
PAUL H. DAVIS  
RECORDER  
File # 5.00

Instrument was prepared by:  
Northern Ohio Oil & Gas Co.  
4209 1/2 S. Cleveland Massillon Rd.  
Norton, Ohio 44203

(Page 17)

Oil and Gas Lease recording form with fields for No., Acres, From, To, Post Office, Date, Terms, LOCATED, Rec'd for Record, Recorded, Book, Page, County Recorder.

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**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

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

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

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

### 4. COMPANY'S RIGHT TO AMEND

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

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

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Form 50168939 (8-26-22)







9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

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

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Form 50168939 (8-26-22)





**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Jennifer N. Kuhlman  
Issuing Office: Pemberville, OH  
Issuing Office's ALTA® Registry ID: 1170101  
Loan ID Number:  
Commitment Number: 24-TBD  
Issuing Office File Number: 24-TBD  
Property Address: 0 Gilbert Road, Troy Township, Wood County, Ohio (81.8 acres)  
Revision Number: N/A

**SCHEDULE A**

1. Commitment Date: February 26, 2024 at 7:30 a.m.
2. Policy to be issued:
  - a. 2021 ALTA® Owner's Policy of Title Insurance (Rev. 7-01-21)  
Proposed Insured: **Successful Bidder**  
Proposed Amount of Insurance: **\$1,000.00**  
The estate or interest to be insured: **Fee Simple**
  - b. 2021 ALTA® Loan Policy of Title Insurance (Rev. 7-01-21)  
Proposed Insured:  
Proposed Amount of Insurance:  
The estate or interest to be insured:
  - c. [        ALTA®                    Policy]  
Proposed Insured:  
Proposed Amount of Insurance: \$  
The estate or interest to be insured:        ]
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**.
4. The Title is, at the Commitment Date, vested in: **Jay E. Griffith and Jennifer L. Griffith, husband and wife, for their joint lives, remainder to the survivor of them, who acquired title by virtue of instruments recorded at Wood County Deed Records Volume 675, Page 846, and refiled for record in Volume 676, Page 380.**
5. The Land is described as follows:  
  
See Schedule 1 attached hereto and incorporated herein for legal description.

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**FIRST AMERICAN TITLE INSURANCE COMPANY**

Issuing Agent: Kuhlman & Beck  
Agent ID No.: 12229068  
Address: 221 E. Front St., P.O. Box H  
City, State, Zip: Pemberville, OH 43450  
Telephone: 419-287-3225

By:   
Authorized Signatory

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Schedule 1

The West 1/2 of the Southeast 1/4 and the East 1/8 part of the North 1/2 of the Southwest 1/4 of Section 21, Town 6 North, Range 12 East, Troy Township, Wood County, Ohio, less and excepting herefrom the following 6 parcels of land:

Excepted Parcel 1:

Right of way conveyed to the Toledo, Fostoria and Findlay Railway Company by deed recorded in Volume 145 of Deeds, Page 435.

Excepted Parcel 2:

A parcel of land situated in Troy Township, Wood County, Ohio commencing at a railroad spike in the center of the Dunbridge Road, 285.5 feet East of the South 1/4 post designated by an iron pin in Section 21, Township 6 North, Range 12 East, thence Northerly along the East line of the Toledo, Fostoria, and Findlay Railway right of way, 249.4 feet to an iron bolt; thence East and parallel with Dunbridge Road a distance of 342 feet to a wood stake; thence South to a railroad spike in the center of the Dunbridge Road a distance of 249 feet; thence West along the Dunbridge Road a distance of 327.05 feet to the place of beginning containing 1.912 acres.

Excepted Parcel 3:

A piece of land out of the Southwest corner of the West 1/2 of the Southeast 1/4 of Section 21, Town 6 North, Range 12 East, Troy Township, Wood County, Ohio, containing 3/4 of an acre of land conveyed by deed recorded in Volume 190 of Deeds, Page 148.

Excepted Parcel 4:

A parcel of land described as follows:

Commencing at a point 150 feet North of the South 1/4 post designated by a pin in the center of the Dunbridge Road, and continuing North a distance of 99 feet, thence east a distance of 221.25 feet to the West line of the Toledo, Fostoria and Findlay Railway right of way to an iron pin; thence South along said Toledo, Fostoria and Findlay Railway right of way a distance of 99.16 feet, thence West parallel with the Dunbridge Road a distance of 226.75 feet to the place of beginning, said tract containing approximately .51 of an acre of land, more or less.

Excepted Parcel 5:

A parcel of land being part of the Southwest 1/4 of Section 21, Town 6 North, Range 12 East, Troy Township, Wood County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the Southwest corner of said Southeast 1/4 of Section 21; thence in a Northerly direction along the West line of said Southeast 1/4 of Section 21 having an assumed bearing of North 00° 14' 00" West, a distance of 249.00 feet to the intersection of the North line of a parcel of land designated as Parcel 2, as recorded in Volume 527 of Deeds, Page 682, said point of intersection being the true point of beginning thence continuing North 00° 14' 00" West along said West line of the Southeast 1/4 of Section 21, a distance of 202.01 feet to the intersection of a line drawn 202.01 feet Northerly of and parallel with said North line of a parcel of land, designated as Parcel 2, as recorded in Volume 527 of Deeds, Page 682; thence North 90° 00' 00" East along said line drawn 202.01 feet Northerly of and parallel with the North line of a parcel of land, designated as parcel 2, as recorded in Volume 527 of Deeds, page 682, a distance of 210.02 feet to the intersection of the Northerly extension of the east line of said parcel of land, designated as Parcel 2, as recorded in Volume 527 of Deeds, Page 682; thence South 03° 24' 50" East along said Northerly extension of the East line of a parcel of land, designated as Parcel 2, as described in Volume 527 of Deeds, Page 682, a distance of 202.37 feet to the intersection of said North line of a parcel of land, designated as parcel 2, as recorded in Volume 527 of Deeds, Page 682; thence South 90° 00' 00" West along said North line of a parcel of land, designated as Parcel 2, as recorded in Volume 527 of Deeds, Page 682, a distance of 221.25 feet to the true point of beginning.

Excepted Parcel 6:

Situated in Troy Township, County of Wood, State of Ohio and being a part of the Southeast 1/4 of Section 21, Town 6 North, Range 12 East, a tract of land bounded and described as follows:

Beginning at a P.K. nail set on the South line of the Southeast 1/4 of Section 21, also being the centerline of Gilbert Road, and described as lying North 90° 00' 00" West, a distance of 1476.69 feet from the Railroad Spike found set marking the Southeast corner of the Southeast 1/4 of Section 21;

Thence from the above described point of beginning and along said South line of the Southeast 1/4 of Section 21, also being the centerline of said Gilbert Road, North 90° 00' 00" West, a distance of 209.00 feet to a P.K. nail set;

Thence at right angles, North 00° 00' 00" East a distance of 208.63 feet to a 1/2" Rebar set and passing a 1/2" rebar set a 20.00 feet;

Thence parallel with said South line of said Southeast 1/4 of Section 21, South 90° 00' 00" East, a distance of 209.00 feet to a 1/2" Rebar set;

Thence at right angles, South 00° 00' 00" West, a distance of 208.63 feet to the point of beginning and passing a 6" wood post found set at 20.00 feet North thereof, and containing 1.001 acres of land, more or less, subject however to all legal highways and prior easements of record.





## SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. The documents must contain the unconditional approval of the township, county planning commission, county engineer, and health department as to the legal description in order to transfer the aforesaid premises to the purchaser.
5. Satisfactory release or subordination, as to the premises in question, of the following liens:
  - a. Open-End Mortgage given by Jay E. Griffith and Jennifer L. Griffith, husband and wife, to Ag Credit Agricultural Credit Association securing the principal sum of \$225,000.00 with total indebtedness not to exceed \$500,000.00, the same being dated January 16, 2020, and filed for record January 17, 2020 at 10:44 am at Wood County Official Records Volume 3737, Page 1030.
6. Pay all taxes, charges, assessments, levied and assessed against the subject premises, which are due and payable:

Parcel No.: U69-612-210000026000  
Taxes and assessments for the 1st half of the year 2023 in the amount of \$1,594.11 are paid.  
Taxes and assessments for the 2nd half of the year 2023 in the amount of \$1,594.11 are unpaid, payable, but not yet due.

Said half taxes include the following assessment:  
12-332 DH TOUSSAINT CK JT: 1st 1/2: \$141.27; 2nd 1/2: \$141.27

Taxes and assessments for the year 2024 are by law a lien but are not yet due and payable.

The Land described in Schedule 1 appears on the Agricultural Land Tax List (Current Agricultural Use Valuation). The Company does not insure against loss or damage, nor attorneys fees or costs, for any lien which may arise pursuant to RC 5713.01, et seq.

Taxes and assessments set forth herein have been taken from the Treasurer's computerized tax list, and we, therefore, assume no liability with respect to any difference between this amount and the amount as actually disclosed on the tax duplicate.
7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractors, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notices of intent to perfect a lien for labor or materials.

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**SCHEDULE B, PART II—Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.

Parcel No.: U69-612-210000026000

Taxes and assessments for the 1st half of the year 2023 in the amount of \$1,594.11 are paid.

Taxes and assessments for the 2nd half of the year 2023 in the amount of \$1,594.11 are unpaid, payable, but not yet due.

Said half taxes include the following assessment:

12-332 DH TOUSSAINT CK JT; 1st 1/2: \$141.27; 2nd 1/2: \$141.27

Taxes and assessments for the year 2024 are by law a lien but are not yet due and payable.

The Land described in Schedule 1 appears on the Agricultural Land Tax List (Current Agricultural Use Valuation). The Company does not insure against loss or damage, nor attorneys fees or costs, for any lien which may arise pursuant to RC 5713.01, et seq.

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Taxes and assessments set forth herein have been taken from the Treasurer's computerized tax list, and we, therefore, assume no liability with respect to any difference between this amount and the amount as actually disclosed on the tax duplicate.

7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Captioned premises are subject to zoning and use resolutions/ordinances, if any, imposed by the proper public authorities.
10. We make no representations regarding and extend no guaranty with respect to the acreage of the captioned premises.
11. Captioned premises are subject to an Open-End Mortgage given by Jay E. Griffith and Jennifer L. Griffith, husband and wife, to Ag Credit Agricultural Credit Association securing the principal sum of \$225,000.00 with total indebtedness not to exceed \$500,000.00, the same being dated January 16, 2020, and filed for record January 17, 2020 at 10:44 am at Wood County Official Records Volume 3737, Page 1030.
12. Captioned premises are subject to an Oil and Gas Lease filed for record December 8, 1913 at Wood County Lease Volume 34, Page 19. No search has been made of subsequent assignments or releases (For further terms and conditions, see copy attached hereto.)
13. Captioned premises are subject to an Oil and Gas Lease filed for record May 7, 1980 at Wood County Lease Volume 69, Page 574. No search has been made of subsequent assignments or releases (For further terms and conditions, see copy attached hereto.)

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Form 50168939 (8-26-22)



Wm. Schroder

Oil and Gas Contract.

To

Made July 11<sup>th</sup>, 1913, by and between Wm. Schroder of Wood

W. H. Schwan

County, State of Ohio, party of the first part, and W. H. Schwan

of Wood County, State of Ohio, party of the second part.

In consideration of One Dollar, receipt of which is hereby acknowledged, and covenants and agreements herein contained, the first party has granted, demised, leased and let to the second party the exclusive right of operating for petroleum, oil and gas, laying of pipe lines, building of tanks and stations to take care of the product, all that certain tract of land situated in Wood County, and State of Ohio, bounded substantially as follows:

*Handwritten notes in left margin:*  
This contract is made with Wm. Schroder  
and W. H. Schwan. The contract is made  
with Wm. Schroder, who is the owner of  
the land. The contract is made with  
Wm. Schroder, who is the owner of  
the land.

*Handwritten note in right margin:*  
On file of date see Vol. 19, Page 57, Lumber

34/19

North by lands of John Jacob and Hoodlebrink. East by Dan Smith and John A. Deuble. South by Ohio Western Lime Co. & D. Smith. West by M. O'Hiel and D. Smith and Eliza Gasten, containing Eighty seven acres, more or less. Reserving therefrom Five acres around the buildings on which no well shall be drilled by either party, except by mutual consent. Terms of contract \_\_\_\_\_ years, and as much longer as oil or gas is obtained in paying quantities, or the rental paid thereon.

Second party agrees to deliver in pipe lines to the credit of first party free of cost, the equal one sixth part of all oil produced on these premises; and to pay one hundred dollars per year for each and every gas well obtained on these premises, provided gas is marketed off, payable \_\_\_\_\_ from date same is utilized.

Whenever first party shall request it, second party shall bury all oil and gas lines, and pay all damages done to growing crops by reason of removing and burying said pipe lines; to complete a well in sixty days from date hereof, unavoidable delay excepted, or pay thereafter an annual sum of Eighty seven Dollars to his credit in The Exchange Bank. And the first party hereby agrees to accept such sum as full consideration and payment for such yearly delay until one well shall be completed.

If gas is found in sufficient quantities so there is more than second party needs to operate with, first party may pipe same to residence for fuel and lights. If said first well is a ten barrel well then said second party are to drill two more wells on the west side of the T. P. P. Elect. R. R. before drilling on east side of said R. R. Co.

Second party to have the privilege of using sufficient water, oil and gas, free of charge, from premises to run necessary engines, and remove all machinery and fixtures placed on the premises by him, with the right of ingress and egress; and it is further agreed that the party of the second part shall have the right at any time of surrendering up this contract, in which case the payment made as aforesaid shall be held by the party of the first part in full as liquidated consideration for all covenants unfulfilled. All grants and covenants to extend to the heirs, executors and assigns of the parties hereto.

In Witness Whereof, we have hereunto set our hands and seal the day and year first above written.

Attest: S. P. Hathaway.  
M. D. Hathaway.

Wm. Schroder (Seal)  
W. H. Schwan (Seal)

State of Ohio, County of Wood, ss.

On the Eleventh day of July, A. D. 1913, before me, the subscriber, a Notary Public in and for said County, personally appeared William Schroder and W. H. Schwan to me known to be the persons named in, and who executed the foregoing instrument, and in due form of law acknowledged the same to be their act and deed, for the uses and purposes therein mentioned, and desired that it might be recorded as such.

(Notarial Seal) S. P. Hathaway, Notary Public in and  
for Wood County, O.  
Recorder Dec. 7, 1913, at 1:30 P. M.  
Recorded Dec. 11, 1913. O. A. Adams, Recorder.



69/574

OIL AND GAS LEASE

Form GAT (17)

THIS LEASE, made and entered into this 2nd day of April, 1980, by and between Walter W. Oestreich and Hilda M. Oestreich (husband and wife)

4300 Gilbert Rd.

of Luckey, Ohio 43443, hereinafter called the Lessor, and

Northern Ohio Oil & Gas Co., hereinafter called the Lessee, WITNESSETH:  
4209 1/2 S. Cleveland Massillon Rd., Norton, Ohio 44203

1. That the Lessor, for and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, for the purpose of drilling, operating for, producing and removing oil and gas and all the constituents thereof, and to transport by pipelines or otherwise across and through said lands, oil, gas and their constituents from the subject and other lands, regardless of the source of such gas or the location of the wells and of placing tanks, equipment, roads and structures thereon to procure and operate for the said products, all that certain tract of land situated in Troy Township,

(Section No.) 21 in Wood County, Ohio bounded substantially as follows:

North by lands of A. Swartz  
East by lands of A. Swartz & small tracts  
South by lands of Incorp. of Luckey and small tracts  
West by lands of Goodyear Rubber Co. & E. Wairse

being all the property owned by Lessor in Section 21 of Troy Township, containing 104 acres, more or less.

- 2. No well shall be drilled within 200 feet of the present buildings unless both parties consent thereto.
- 3. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of ten years and so much longer thereafter as oil or gas or their constituents shall be found on the premises in paying quantities in the judgment of the Lessee or as the premises shall be operated by the Lessee in the search for oil or gas.
- 4. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within six (6) months from the date hereof, a well shall be commenced on the premises, or unless the Lessee shall thereafter pay a delay rental of \$104.00 One Hundred Four and 00/100 Dollars each year, payments to be made quarterly until the commencement of a well. A well shall be deemed commenced when preparations for drilling have been commenced.

5. In consideration of the premises the Lessee covenants and agrees: (A) To deliver to the credit of the Lessor in tanks or pipe lines, as royalty free of cost, the equal one-eighth (1/8) part of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is run into tanks or pipe lines. (B) To pay to the Lessor, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-eighth (1/8) of the wellhead price paid to Lessee per thousand cubic feet of such gas so marketed and used, measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.73 pounds atmospheric pressure, at a standard base temperature of 60° Fahrenheit and stipulated flowing temperature of 60° Fahrenheit, without allowance for temperature and barometric variations; payments or royalty for gas marketed during any calendar month to be on or about the 30th day of the flowing month. (C) Lessee to deduct from payments in (A) and (B) above Lessors prorata share of any severance (excise) tax imposed by any government body.

6. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to same as above at \_\_\_\_\_

\_\_\_\_\_ and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil or gas of their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided.

7. The Lessor may, at Lessor's sole risk and cost, lay a pipeline to any one gas well on the premises, and take gas produced from said well for domestic use in one dwelling house on the leased premises, at Lessor's own risk subject to the use and the right of abandonment of the well by the Lessee. The first two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet of gas, taken each year shall be paid for at the last published rates of the gas utility in the town or area nearest to the leased premises. Lessor to pay and maintain the pipeline and furnish regulators and other necessary equipment at Lessor's expense. This privilege is upon the condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas, and Lessor shall maintain the said pipeline, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas. If the Lessor shall take excess gas as aforesaid in any year and free of all gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas, Lessor shall deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder. Lessor acknowledges that he has been advised as to the risks inherent in the taking of gas in this manner, and Lessor agrees to assume all such risks whether same be caused by Lessor's lines or equipment, or whether same be caused by Lessee's equipment or well operation; and Lessor agrees to hold Lessee and the well operator and all parties in interest in any well on the leasehold premises harmless from any claims of any nature whatsoever which may arise by the usage of gas from any such well by Lessor, his heirs, executors, administrators and assigns. Lessor further agrees that upon the sale or transfer of the leasehold premises wherein someone other than the Lessor is entitled to take the gas under this Paragraph 7, that the gas supply will be terminated by Lessee until the Buyer of the property executes an agreement regarding the usage of the gas in the same form as the within agreement. In the absence of such an agreement, free gas under this provision, shall terminate the within right to free gas not being assignable without the consent of the Lessee.

8. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either party hereunder shall cease and terminate unless within twelve (12) months from the date of the completion of the plugging of such well the Lessee shall commence another well or unless the Lessee resumes the payment of delay rental as hereinabove provided.

9. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, a well rental in lieu of royalty and delay rental in the amount and under the terms hereinabove provided for delay rental until production is marketed and sold off the premises of such well is plugged and abandoned according to law. In the event no delay rentals are stated payments hereunder shall be made on the basis of \$100 per acre per year.

10. The consideration, land rentals, well rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee and the further right of drilling or not drilling on the leased premises, whether to offset producing wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

11. The Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or sita therein with other lands to form an oil and gas development unit of not more than 160 acres, or the amount of acreage contained in a lot or section of land in the township in which the leased premises are located, whichever is greater, for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon one well leased premises within the meaning and for the provisions and covenants of this lease in the same effect as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the owner of the lands on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) oil and gas royalty hereinbefore provided, that proportion of such one-eighth (1/8) royalty which the acreage consolidated bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration or consolidation with the same formality as this oil and gas lease and setting forth the leases or portions thereof consolidated, the royalty distribution and recording the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If the well on said development unit shall thereafter be shut in, the well rental for shut-in royalty hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each parcel bears to the entire acreage consolidated.

12. In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein then the royalties and rentals herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessee either by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of such original instrument or a duly certified copy thereof to the Lessee.

13. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entity, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each owner bears to the entire leased acreage.

14. The Lessee shall have the right to assign and transfer, as hereinabove set forth, the within lease in whole or in part and Lessor waives notice of any assignment or transfer of the within lease. Failure of payment of rental or royalty on any part shall not void this lease as to any other part. Lessor agrees that when the Lessee's interest hereunder, the right to pay and satisfy any claim or lien against the Lessor's interest in the premises as herein leased and thereupon to become subrogated to the rights of such claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any existing liens on the premises.

15. The Lessee shall bury, when so requested by the Lessor, all pipe lines used to conduct oil or gas to, on, through and off the premises and pay all damages caused by operations under this lease. Any damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser.

For assignment, see Vol 70 Pg 719 of leases  
For assignment, see Vol 70 Pg 724 of leases

For assignment, see Vol 71 Pg 781, Lease  
For assignment, see Vol 71, Pg 792, Lease  
For assignment, see Vol 75 Pg 846, Lease

For assignment, see Vol 74, Page 487 of leases  
For assignment, see Vol 75, Pg. 196 of leases  
For assignment, see Vol 75, Pg. 226 of leases  
For assignment, see Vol 73, Pg. 792 of leases  
For assignment, see Vol 74, Pg 460 of leases  
For assignment, see Vol 74, pg 479 of leases

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16. The Lessee shall have the privilege of using sufficient oil, gas and water for operating on the premises and the right at any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by returning the lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liabilities under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the land rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

17. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure including but not limited to acts of God, strikes, riots, and governmental restrictions this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts.

18. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

19. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them.

IN WITNESS WHEREOF the Lessors have hereunto set their hands.

Signed and Acknowledged in the presence of:

Signatures \_\_\_\_\_ Social Security No. or Tax I.D. No. \_\_\_\_\_

*Harriet M. Thomas*  
Harriet M. Thomas  
*Marie M. Minich*  
Marie M. Minich

*Walter W. Oestreich*  
Walter W. Oestreich  
*Hilda M. Oestreich*  
Hilda M. Oestreich

Witnessed as to both signatures  
STATE OF Ohio  
COUNTY OF Wood SS.

Individual

Before me, a Notary Public in and for said county and state, personally appeared the above named Walter W. Oestreich and Hilda M. Oestreich (husband and wife)

who acknowledged to me that they did execute the foregoing instrument and that the same is their free act and deed for the uses and purposes therein set forth.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at Tray Lerp, Wood City, O. this 4 day of April, 1980.

My Commission Expires: Marie M. Minich Notary Public

*Marie M. Minich*  
Notary Public

STATE OF Ohio My Commission Expires 9-27-84  
COUNTY OF Wood SS.

Individual

Before me, a Notary Public in and for said county and state, personally appeared the above named \_\_\_\_\_

who acknowledged to me that \_\_\_\_\_ did execute the foregoing instrument and that the same is \_\_\_\_\_ free act and deed for the uses and purposes therein set forth.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ SS.

Corporation

Before me, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_ and \_\_\_\_\_

the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, for the above named corporation, who acknowledged to me that they did execute the foregoing instrument for and on behalf of said corporation, pursuant to authority so to do duly conferred on them by the Board of Directors of said corporation, and that the same is the free act and deed of said corporation and of themselves as such officers, for the uses and purposes therein set forth.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Notary Public

RECEIVED & RECORDED  
RECORDER'S OFFICE  
WOOD COUNTY, OHIO  
1980 MAY -7 PM 1:58  
VOL 64 PAGE 574  
PAUL H. DAVIS  
RECORDER  
442506

Instrument was prepared by: Northern Ohio Oil & Gas Co.  
4209 1/2 S. Cleveland Massillon Rd.  
Norton, Ohio 44203

(Enve 19)

No. \_\_\_\_\_ Acres \_\_\_\_\_  
OIL AND GAS LEASE  
From \_\_\_\_\_ To \_\_\_\_\_  
Post Office \_\_\_\_\_  
Date \_\_\_\_\_ 19\_\_\_\_  
Terms \_\_\_\_\_ Years \_\_\_\_\_  
LOCATED  
Rec'd for Record \_\_\_\_\_ 19\_\_\_\_  
Recorded \_\_\_\_\_ 19\_\_\_\_  
Book \_\_\_\_\_ Page \_\_\_\_\_  
County Recorder \_\_\_\_\_

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