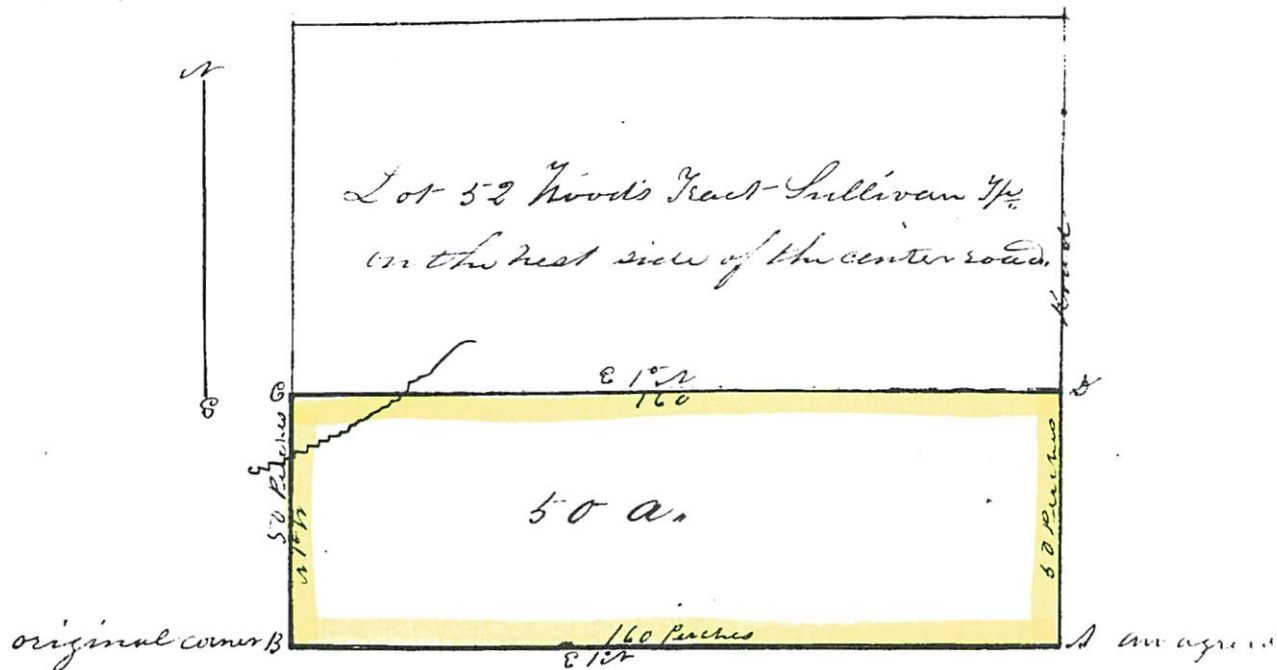


22

22



The above plat is a true representation of a ^{Wood's} 50 Acres off the south part of Lot 52 ^{Wood's} Tract Sullivan Twp. A. is an agreed ^{corner} corner by both parties, here I planted a stone ^{and dug out} the old stake. B. is an original corner ^{witnessed} by a ^{Maple} 8 in diam N 26° 15' 5 lb. C. is a stake ^{North of} 5 in diam S 43° E 17 lb. D. is a stake ^{witnessed} by a Swamp Oak 5 in. diam 5 lb. E. is ^{witnessed} by a Cherry 6 in. diam S 13° W 3 Rods 10 lb.

Surveyed by C. Smith 23^d day of May 1855
for L. Blinn. Sullivan Twp.

Chain Men E. Slover &

421

157329

12-0313

THIS AGREEMENT, Made and entered into this 16 day of May, A. D. 1939, by and between Herbert Bauer and Anna Bauer, husband and wife

John J. Bell box 144 Coshocton Ohio, hereinafter called the Lessor, and the Lessee.

WITNESSETH That the said Lessor, in consideration of the sum of one dollar, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and/or the constituents of either, in and under the lands hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water and to person, use and occupy as much of said premises as is necessary and convenient in removing the above named products therefrom by pipe lines or otherwise for a term of ten (10) years and so much longer thereafter as oil, gas, or their constituents are produced in paying quantities thereon, or operations are maintained on, all of that certain tract of land situate in

Lot No. 52 (District) Sullivan Township of Ashland County of Ohio

bounded substantially as follows:

On the North by the lands of Harold Reice
On the East by the lands of State Rt. # 58
On the South by the lands of James Given
On the West by the lands of Faye Archer

containing Fifty (50) acres, more or less, being all the land owned by Lessor in said Township, provided, however, that if at the termination of said term, either primary or extended, there is a well in process of being drilled on said lands, then this lease shall continue in force so long as the drilling of such well is continued with reasonable diligence and so much longer thereafter as oil or gas or their constituents are found on said premises in paying quantities, in the judgment of the Lessee. It being understood, however, that no well shall be drilled within two hundred feet of the barn or dwelling on said premises without the consent of Lessor.

In consideration of the premises the said parties covenant and agree as follows:
Lessor to deliver to the Lessee in tanks or pipe lines one-eighth (1/8) of the oil produced and saved from the premises. Lessor to receive the field market price per thousand cubic feet for one-eighth (1/8) of all gas marketed from said premises, and the same to be paid for on or before the 15th day of the month following in which same is marketed.

Lessor to commence a well on said premises within three months from this date or pay to Lessor

Fifty Dollars (\$50.00) each year, payable quarterly thereafter until said well is commenced or this lease surrendered; but the completion of a well upon said lands unproductive of oil or gas in paying quantities shall be considered as the equivalent of and regarded as the tender of delay rentals for a period of one year thereafter. This lease shall become null and void for failure to pay rental for any period when same becomes due and payable, provided however that Lessor or his assigns is given 10 days written notice of his failure to pay said rentals and they are not paid within said 10 days.

Lessor shall bury, when so requested by Lessee, all pipelines used to conduct gas or oil off the premises and pay all damage to existing crops, caused by operations under this lease; said damage, 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 as aforesaid, and the award of such three persons shall be final and conclusive.

Lessor may lay a line to any gas well on said lands and take gas produced from said well for use for light and heat in any dwelling house on said land, 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 in each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet taken in each year shall be paid for at the current published rates in the town nearest the premises above described and the measurements and regulations shall be by meter and regulations set at the tap on the line. This privilege is upon the condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to use of free gas.

It is agreed that the acreage rental or royalties on any well, or wells, paid and to be paid as herein provided, are and will be accepted by Lessee as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well or wells to offset producing wells on adjoining or adjacent premises.

Should it be determined that Lessor is not the owner of the entire tract above described then and thereupon Lessor shall receive a proportional amount in accordance with the rentals and royalties for any fraction of the above premises owned.

Payments of all moneys due on this lease may be made by cash or check, to _____ by deposit to

credit in the _____ Bank of _____

or by check made payable to Herbert Bauer order and mailed to him

at R.D. # 1, Sullivan, Ohio

Lessor agrees that Lessee is to have the privilege of using sufficient oil, gas or water, for fuel, in operating premises and the right at any time to remove any gas, oil or water placed on said premises and further upon the payment to the Lessor of one dollar and all amounts due and payable shall have the right to surrender this lease or any portion thereof by written notice to Lessor, and Lessor shall have the right to surrender this lease or by returning to Lessor the lease with the endowment thereon or by recording the surrender of this lease on the margin of the record hereof, either of which shall constitute a full and legal surrender of this lease, to all of said tract or such portion thereof as said surrender shall indicate and a satisfaction of all liabilities under same of each and all parties hereto, to the extent indicated on said surrender, and the acreage rental hereinafore set forth shall be reduced in proportion to the acreage surrendered. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a certified copy thereof.

All covenants and conditions between the parties hereto shall extend to their heirs, executors, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the land herein described; Lessor further agrees that the Lessee shall have the right at any time to redeem for Lessor, or otherwise acquire by payment, any mortgage or any other lien upon the above described lands which in any manner affect the Lessee's interest therein in the event of default of payment by Lessor and be subrogated in full to all the rights of the holder thereof the same as if Lessor were the original owner of said mortgage or lien.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

and acknowledged to the Presence of:

John J. Bell
W. H. Haulth

Herbert Bauer
Anna Bauer

421

USA

STATE OF OHIO, COUNTY OF Cuyahoga 225
Personally appeared before me, a Notary Public in and for said County
Herbert Bauer and Anna Bauer who
acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and
purposes therein mentioned.
In testimony whereof, I have hereunto set my hand and affixed my Notary and this 20th
day of May, A. D. 1929
My commission expires aug 28/31 Kenneth Howell
Notary Public, Cuyahoga Co., Ohio

STATE OF OHIO, COUNTY OF _____
Personally appeared before me, a _____, in and for said County
_____, who
acknowledged the signing of the foregoing instrument to be _____ voluntary act and deed for the uses and
purposes therein mentioned.
In testimony whereof, I have hereunto set my hand and affixed my _____ and this _____
day of _____, A. D. 19____
My commission expires _____
Notary Public, Cuyahoga Co., Ohio
The Ohio Fuel Gas Co. Lessee being told to the Lessor,
one dollar and all amounts due hereunder, and having offered to surrender the within lease and all its rights hereunder,
does hereby surrender and cancel the same and hereby certifies to the surrender hereon.
IN WITNESS WHEREOF, it has hereunto set its hand, this 21st day of July, A. D. 1929
WITNESSES: Ganice Mullins By H. L. Letcher
Lynn White Vice Pres.

This instrument was prepared by
John J. Bell
Copied the Above From

51610
157329
LEASE No. 157329
OIL AND GAS LEASE
FROM
Herbert Bauer and Anna Bauer
TO
John J. Bell
Date May 18th 1929
Term 100
Acres 50
Township Shiloh
County Cuyahoga
Recorded AUG 18 1929
At Cuyahoga
Recorded AUG 18 1929
In Cuyahoga County, Ohio
Record 157329
Recorder's Fee, \$ 1.00 Rec'd
Section _____
Twp. _____
R. _____
Cont. _____

ASSIGNMENT OF LEASE
For and in consideration of the sum of one dollar to me in hand paid, I John J. Bell
do hereby sell, assign and transfer all of my right, title and interest in the within oil and gas lease on and to
The Ohio Fuel Gas Company being successors and assigns.
Witness my hand this 9th day of July, 1929
WITNESS: Edmund M. Shaw John J. Bell
Frank Miller
STATE OF OHIO,
COUNTY OF Franklin
Personally appeared before me, a Notary Public in and for said County
John J. Bell who
acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the uses and
purposes therein mentioned.
In testimony whereof, I have hereunto set my hand and affixed my official and this 9th
day of July, A. D. 1929
My commission expires April 1st Frank Miller
Notary Public, Franklin Co., Ohio

202200000453 Pages: 2
Filed for Record in ASHLAND County, Ohio
Michael E. Crow, Recorder
01/24/2022 08:20 AM Recording Fees: \$34.00
DEED OR 977 / p3263 - p3264

In & County of Ohio has been examined
and the Grantor has complied with
Section 519.202 of the Revised Code
\$ _____ Fees

JAN 24 2022 504

Number EX
Cindy A. Funk
Ashland County Auditor

O.K.
A.S.M.

M38-015-0-0013-00

QUIT CLAIM DEED

(PURSUANT TO OHIO REVISED CODE § 5302.11)

KNOW ALL MEN BY THESE PRESENTS that MICHAEL C. LINDEN and JEAN LINDEN, husband and wife, of Ashland County, Ohio, for valuable consideration paid, grant to HEATHER GROGG, trustee, or successors in trust, under THE LINDEN IRREVOCABLE HERITAGE TRUST, dated September 10, 2021, and any reformation thereto, whose tax mailing address is:

92 State Route 58
Sullivan, Ashland County, Ohio 44805,

the real property described in the attached *Exhibit A* herein incorporated by reference.

Property Known As: 92 State Route 58
Sullivan, Ashland County, Ohio 44805

Permanent Parcel #: M38-015-0-0013-00

Prior Instr. Reference: Volume 29, Page 451-452

IN WITNESS WHEREOF, We have subscribed our names on September 10, 2021

Michael C. Linden
MICHAEL C. LINDEN

Jean Linden
JEAN LINDEN

STATE OF OHIO)

ss Westlake

COUNTY OF CUYAHOGA)

On this 10th day of September, 2021, before me, the undersigned, a Notary Public for this State, appeared MICHAEL C. LINDEN and JEAN LINDEN, the grantors in the foregoing deed, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and who each acknowledged its signing on this day to be a voluntary act and deed. This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Shari Thome
Notary Public, State of Ohio
My Commission Expires:
August 31, 2025

Shari Thome
NOTARY PUBLIC

Instrument Prepared by:

CARMEN VERHOSEK, ESQ.,
ALERSTALLINGS LLC
853 WESTPOINT PARKWAY, SUITE 750
WESTLAKE, OH 44145
(440) 249-0858

EXHIBIT "A"

Parcel Number: M38-015-0-0013-00

Situated in the Township of Sullivan, County of Ashland and State of Ohio:

Being the south part of Lot No. fifty two (52), beginning at the Southeast corner of said lot; thence running north on the east line of said lot 50 rods; thence west in a line parallel with the south line of said lot; thence south on the west line of said lot to the southwest corner of said lot; thence East to the place of beginning, containing fifty (50) acres. The above land is bounded on the north by land now or formerly owned by the Eaton Heirs, on the East by the Main Road running from Wellington to Sullivan, on the West by land now or formerly owed by the Eaton Heirs, on the South by the land now or formerly owned by W. S. Bean. *Sullivan, Pg. 15, GL 52, C*

Save and except taxes and assessments which have been prorated to date hereof Grantees hereby assuming payment of all taxes and assessments, if any, hereafter; and save and except all leases and easements and rights-of-way of record, and the zoning ordinances and restrictions of the Township of Sullivan.

**SURVEY REQUIRED PRIOR
TO NEXT TRANSFER**

202200000453

**ALERSTALLINGS
853 WESTPOINT PARKWAY STE 750
WESTLAKE, OH 44146**