# Commitment for Title Insurance

File #: 2025100442

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

*Issued through the Office of*

**Castle Real Estate Title, LLC**
**128 Church Street**
**Ashland, OH 44805**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**
*A Stock Company*
*400 Second Avenue South, Minneapolis, Minnesota 55401*
*(612) 371-1111*

*By* *President*

*Attest* *Secretary*

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: www.alta.org.

# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
## Schedule A
## Commitment

File No.: 2025100442

1. Effective Date: September 29, 2025 at 08:00 AM

2. The policy or policies to be issued are: Amount

   (a) Owner's Policy: ALTA Own. Policy (06/17/06)
   Proposed Insured:

   (b) Loan Policy:
   Proposed Insured:

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

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in: Huber Farm, LLC.

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

   See Exhibit A - Legal Description attached hereto.

# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
## Schedule B - Section I
## Commitment

## REQUIREMENTS

File No.: 2025100442

Effective Date: September 29, 2025

The following are the requirements to be complied with:

1. Payment of all taxes through and including those for the year .
2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit: Huber Farm, LLC to TBD
3. Survey satisfactory to the Company be provided, if survey exceptions are to be deleted.
4. Recordation of properly executed and notarized mortgage from TBD, with proper marital status and release of dower, if applicable to proposed insured mortgagee.

# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
## Schedule B - Section II
## Commitment

## EXCEPTIONS

File No.: 2025100442 Effective Date: September 29, 2025

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, 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 theretofore 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 real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
9. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.
10. Agreement for Conditional Limited Time Gas Tap and Delivery of Free and Overburn Gas Provided by Lease to Columbia Gas Transmission, LLC recorded in Volume 979, Page 2951 of Ashland County, Ohio Official Records. Recorded April 25, 2022.
11. Agreement for Conditional Limited Time Gas Service to Columbia Gas of Ohio recorded in Volume 524, Page 885 of Ashland County, Ohio Deed Records. Recorded January 22, 1982.
12. Easement to Ohio Edison Company recorded in Volume 243, Page 550 of Ashland County, Ohio Deed Records. Recorded April 20, 1954.
13. Right of Way Easement to Firelands Electric Cooperative, Inc. recorded in Volume 198, Page 179 of Ashland County, Ohio Deed Records. Recorded December 17, 1940.
14. Right of Way Easement to Firelands Electric Cooperative, Inc. recorded in Volume 896, Page 643 of Ashland County, Ohio Official Records. Recorded March 6, 2017.
15. Right of Way Easement to The Ohio Fuel Gas Company recorded in Volume 43, Page 165 of Ashland County, Ohio Lease Records. Recorded November 13, 1952.

File No.: 2025100442

16. Oil and Gas Lease to The Ohio Fuel Gas Company recorded in Volume 41, Page 146 of Ashland County, Ohio Lease Records. Recorded November 14, 1952.
17. Oil and Gas Lease to The Ohio Fuel Gas Company recorded in Volume 40, Page 319 of Ashland County, Ohio Lease Records. Recorded March 2, 1951.
18. Right of Way to The Ohio Fuel Gas Company recorded in Volume 39, Page 564 of Ashland County, Ohio Lease Records. Recorded April 4, 1952.
19. Oil and Gas Lease to E.C. McManaway recorded in Volume 39, Page 29 of Ashland County, Ohio Lease Records. Recorded July 24, 1950.
20. Easement to The Logan Natural Gas and Fuel Company recorded in Volume 9, Page 314 of Ashland County, Ohio Lease Records. Recorded February 2, 1911.
21. Oil and Gas Lease to The Ohio Fuel Supply Company recorded in Volume 5, Page 228 of Ashland County, Ohio Lease Records. Recorded August 31, 1905.
22. The County Treasurer's General Tax Records for the tax year 2024 are as follows:
    PN: O40-009-0-0003-00
    Taxes for the first half are Paid
    Taxes for the second half are Paid
    Per half amount $816.64 (per half amount includes $1.00 assessment for Muskingum Watershed)
    Taxes for the year 2025 and thereafter are a lien, but not yet due and payable.
    CAUV: $49,110.00
23. Note: Captioned parcels are currently receiving a CAUV tax credit. Therefore, any change in the usage of the Land, failure to apply and/or re-apply on an annual basis may result in a recoupment fee charged to the then current owner at a later date. The Company assumes no liability for any such recoupment.

# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
## Exhibit A - Legal Description
## Commitment

File No.: 2025100442

Effective Date: September 29, 2025

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

Being the entire north half of the northwest Quarter of Section 9, Township 21 of Range 16, containing 80 acres more or less.

PPN: O40-009-0-0003-00

SAVE AND EXCEPT:

Situated in the Township of Vermillion, County of Ashland and State of Ohio, and known as being part of the Northwest Quarter of Section 9, Township 21 North, Range 16 West of said Ashland County, Ohio, also being known as a PORTION of lands conveyed to Huber Farm, LLC, by Quitclaim Deed as recorded December 23, 2020 in Official Record Book 968, Page 3817 of the Ashland County Recorder's Office and previously conveyed to That Michael C. Huber and Ann M. Emmons, Co-Trustees of the Carl E. Huber, Trust, dated October 20, 1993 (Volume 581, Page 313), being further bounded and described as follows:

Beginning at a railroad spike found marking the Northwest corner of said Section 9, Township 21 North, Range 16 West, said railroad spike found below pavement in Township Road 1806 (60 feet wide - according to Ashland County Engineer's Records), said railroad spike being the Point of Beginning of the parcel described herein having State Plan, Ohio North Zone, NAD83 (2011) Coordinates of N: 412485.66 E: 2025000.70;

Thence North 89° 10' 22" East, 153.00 feet along the North line of said Section 9 and TWP Road 1806 to a pk nail set on said Section line, said pk nail being located South 89° 10' 22" W, 2210.05 feet from a railroad spike found below pavement marking the Northeast Corner of the Northwest Quarter of Section 9;

Thence creating a new line through the land of said Huber Farms, LLC for the following five courses:

1. Westerly and turning Southerly 149.10 feet along a tangent curve to the left having a radius of 98.80 feet, a delta angle of 86° 28'00", a chord of South 45° 56' 22" West and a chord distance of 135.35 feet to a 5/8" rebar with cap "Parkin PLS 8689" set;

2. South 02° 42' 22" West, 234.41 feet to a 5/8" rebar with cap "Parkin PLS 8689" set;

3. South 86° 04' 33" East, 349.30 feet to a 5/8" rebar with cap "Parkin PLS 8689" set;

4. South 02° 42' 22" West, 483.72 feet to a 5/8" rebar with cap "Parkin PLS 8689" set;

5. South 89° 10' 22" West, 410.00 feet to a 5/8" rebar with cap "Parkin PLS 8689" set on the West line of said Section 9, being the West line of said Huber Farms, LLC and also the East line of land now or formerly of Donald R. Navorska, Trustee of the Navorska Revocable Living Trust Dated July 6, 2004 (Official Record Book 421, Page 547); said set rebar being located North 02° 42' 22" East, 1796.72 feet from a 7/8" iron pipe found at grade marking the Southwest corner of the Northwest Quarter of Section 9;

Thence North 02° 42' 22" East, 840.00 feet along the West line of said Section 9 and the common line of said Huber Farms, LLC and of said Navorska Revocable Living Trust to the Point of Beginning and containing 5.193 acres of land as surveyed in December 2021 by Encompass Services, LLC.

**Exhibit A - Legal Description**
(Continued)

File No.: 2025100442

Bearings are based on State Plane, Ohio North Zone, NAD83 (2011), US Feet.

Portion of PPN: O40-009-0-0003-00

FURTHER SAVING AND EXCEPTING:

The following parcel of land Situated in the State of Ohio, the County of Ashland and the Township of Vermillion;

Known as being a part of the northwest quarter of Section 9, Township 21-North, Range 16-West, and being more fully described as follows:

Beginning at a railroad spike found at the northeast corner of the northwest quarter of Section 9;

Thence along the following 10 courses:

1. South 00° 26' 07" West, along the east line of the northwest quarter of Section 9, a distance of 1331.00 feet to a stone found at the northeast corner of a parcel of land conveyed to Denny J. Smith, Trustee of the Denny J. Smith Revocable Trust by deed recorded in Official Records Volume 0955, Page 5203;

2. South 89° 11' 48" West, along the north line of said Smith parcel, a distance of 569.54 feet to an iron pin set;

3. North 00° 15' 55" East a distance of 284.37 feet to an iron pin set;

4. North 83° 24' 05" East a distance of 181.31 feet to an iron pin set;

5. North 26° 47' 10" East a distance of 388.87 feet to an iron pin set;

6. North 82° 49' 28" East a distance of 189.92 feet to an iron pin set;

7. North 00° 26' 07" East a distance of 637.47 feet to an iron pin set;

8. South 89° 10' 48" West a distance of 212.55 feet to an iron pin set;

9. North 00° 26' 07" East a distance of 25.01 feet to a Mag nail set on the north line of the northwest quarter of Section 9 and the center of Township Road 1806;

10. North 89° 10' 48" East, along the north line of the northwest quarter of Section 9 and the center of Township Road 1806, a distance of 242.00 feet to the place of beginning.

The tract of land as surveyed contains 6.957 acres of land subject to all legal highways and easements of record. Bearings are based on GPS observations, RTK Method using the ODOT VRS Network, NAD 83 (2011), for the purpose of indicating directional variation. All iron pins are 5/8" rebar, 30" long with cap stamped "Laughery-P.S. 8755".

The above description was prepared by Jason K. Laughery, Registered Surveyor No. 8755, from notes of a field survey performed December, 2023.

PPN: O40-009-0-0003-00

040-009-0-0003-00

10/7/2025

Cindy Funk
County Auditor
Ashland County, Ohio
auditor.ashlandcountyoh.us

## MOST RECENT PHOTO

## LEGAL

| | | | |
|---|---|---|---|
| OWNER | HUBER FARM LLC | | |
| ADDRESS | TWP RD 1806 | | |
| DESCRIPTION | TWP RD 1806 SECTION 9 C | | |
| SCHOOL DIST | HILLSDALE LSD | TAX DIST | 040 |
| ACREAGE | 67.8500 | | |

## VALUATION

| | APPRAISED | ASSESSED |
|---|---|---|
| LAND | $617,890.00 | $216,260.00 |
| IMPROVEMENTS | $0.00 | $0.00 |
| CAUV | $140,320.00 | $49,110.00 |
| TOTAL | $140,320.00 | $49,110.00 |

## TAXES

| | |
|---|---|
| TAXABLE VALUE | $49,110.00 |
| ROLLBACKS | NONE |
| HALF (1ST / 2ND) | $816.64 / $816.64 |
| YEAR (TOTAL / BALANCE) | $1,633.28 / $0.00 |

## SPECIAL ASSESSMENTS

| | |
|---|---|
| COUNT | 1 |
| DELINQUENT / BALANCE | $0.00 / $0.00 |
| TOTAL / BALANCE | $2.00 / $2.00 |

## MOST RECENT SALES

| DATE | BUYER | SELLER | # PARCELS | PRICE | VALIDITY |
|---|---|---|---|---|---|
| 9/16/2025 | HUBER FARM LLC | HUBER FARM LLC | 1 | $0.00 | NO |
| 7/12/2022 | HUBER FARM LLC | HUBER FARM LLC | 1 | $0.00 | NO |
| 12/23/2020 | HUBER FARM LLC | HUBER MICHAEL C & EMMONS ANN M TRUSTEES | 2 | $0.00 | NO |
| 2/2/2016 | HUBER MICHAEL C & EMMONS ANN M TRUSTEES | HUBER CARL E TRUSTEE CARL E HUBER TRUST | 2 | $0.00 | NO |
| 1/1/1990 | HUBER CARL E TRUSTEE CARL E HUBER TRUST | UNKNOWN | 0 | $0.00 | UNKNOWN |

## LAND

| CODE | FRONTAGE | DEPTH | ACREAGE | SQFT | VALUE |
|---|---|---|---|---|---|
| 0 | 0 | 0 | 73.5590 | 0 | $441,350.00 |
| 0 | 0 | 0 | 1.2480 | 0 | $0.00 |

## IMPROVEMENTS

202000007655 Pages: 3
Filed for Record in ASHLAND County, Ohio
Michal E. Crow, Recorder
12/23/2020 09:08 AM Recording Fees: $42.00
DEED OR 968 / p3817 - p3819

O.K.
A.S.M.

This conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code

$ — Fee$ —

DEC 23 2020

040-009-0-0003-00
040-004-0-0007-00

Number Ex $1.00

Cindy A. Funk
Ashland County Auditor

# QUITCLAIM DEED

**KNOW ALL MEN BY THESE PRESENTS: That Michael C. Huber and Ann M. Emmons, Co-Trustees of the Carl E. Huber Trust, dated October 20, 1993,** in consideration of Ten and more-------DOLLARS, to them in hand paid by **Huber Farm, LLC,** an Ohio Limited Liability Company, whose tax mailing address is 1566A Baney Road, Ashland, OH 44805, do hereby **Remise, Release and Forever Quitclaim** to the said **Huber Farm, LLC,** its heirs and assigns forever, the following described **Real Estate:**

Situated in the Township of Vermillion, County of Ashland and State of Ohio and being more fully described in **Exhibit "A"** attached.

Prior Deed Reference: Vol. 581, Page 313, Ashland County Deeds
Permanent Parcel Nos. O40-009-0-0003-00; O40-004-0-0007-00

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 Vermillion.

and all the **Estate, Right, Title and Interest** of the said Grantors in and to said premises; **To Have and To Hold** the same, with all the privileges and appurtenances thereunto belonging, to said Grantee, **Huber Farm, LLC,** its heirs and assigns forever.

Executed this 22nd day of December, 2020.

Michael C. Huber, Co-Trustee of the Carl E. Huber Trust, dated October 20, 1993

Ann M. Emmons, Co-Trustee of the Carl E. Huber Trust, dated October 20, 1993

STATE OF OHIO )
COUNTY OF ASHLAND) ss.

On this 22nd day of December, 2020, before me, a Notary Public in and for said county, personally came **Michael C. Huber, Co-Trustee of the Carl E. Huber Trust, dated October 20, 1993**, the Grantor in the foregoing deed, and acknowledged the signing thereof to be his voluntary act and deed.

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

CHERYL R BURKHOLDER
Notary Public
State of Ohio
My Comm. Expires
October 4, 2025

Cheryl R. Burkholder
Notary Public

STATE OF OHIO )
COUNTY OF ASHLAND) ss.

On this 22nd day of December, 2020, before me, a Notary Public in and for said county, personally came **Ann M. Emmons, Co-Trustee of the Carl E. Huber Trust, dated October 20, 1993**, the Grantor in the foregoing deed, and acknowledged the signing thereof to be her voluntary act and deed.

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

CHERYL R BURKHOLDER
Notary Public
State of Ohio
My Comm. Expires
October 4, 2025

Cheryl R. Burkholder
Notary Public

***This instrument prepared by:***
***Law Office of Andrew N. Bush, LLC***
***46 West Main Street***
***Ashland, Ohio 44805***

*EXHIBIT "A"*

**PARCEL ONE:**
Situated in the Township of Vermillion, County of Ashland and State of Ohio:

Being the entire north half of the northwest Quarter of Section 9, Township 21 of Range 16, containing 80 acres more or less.

COPY OF OLD DESCRIPTION

Vermillion Sec 9 C *Save and except ORV.981-99 (C-1) and ORV.999-5930 (C-2) Attached
PPN: O40-009-0-0003-00

**PARCEL TWO:**
Situated in the Township of Vermillion, County of Ashland and State of Ohio:

Being a part of the southeast Quarter of Section 4, Township 21, Range 16, beginning at the southwest corner of said quarter;

Thence north with the west line 11 chains and 35 links;

Thence east 8 chains and 75 links;

Thence south 11 chains and 49 links to the south line of the quarter;

Thence west with the south line to the place of beginning, containing ten (10) acres.

COPY OF OLD DESCRIPTION

Vermillion Sec 4 G
PPN: O40-004-0-0007-00

202000007655

ANDREW N BUSH LLC
PICK UP

Save & except



202200004182 Pages: 3
Filed for Record in ASHLAND County, Ohio
Michal E. Crow, Recorder
07/12/2022 12:32 PM Recording Fees: $62.00
DEED OR 981 / p99 - p101

This conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code
$ 436,000.00 Fee $ 1,747.60

JUL 12 2022 500 pd
Number 695
Cindy A. Funk
Ashland County Auditor
040-009-0-0003-00
split

O.K. A.S.M.

Reserved for County | Reserved for Recorder

# GENERAL WARRANTY DEED
(5302.05 O.R.C.)

HUBER FARM, LLC, an Ohio limited liability company, the Grantor, for valuable consideration paid, grants, with General Warranty Covenants, to COLUMBIA GAS TRANSMISSION, LLC, a Delaware limited liability company, the Grantee, whose tax mailing address is 700 Louisiana Street #1300, Houston, Texas, 77002, the following described property:

(See Legal Description on EXHIBIT A attached hereto)

Tax Parcel No: 040 – 009 – 0 – 0003 – 00

Prior Instrument Reference: OR 968, Page 3817

This conveyance, and Grantor's covenants, are subject to conditions, covenants, restrictions, leases, reservations, and easements of record; all legal highways; zoning and building ordinances; and real estate taxes and assessments, both general and special, accruing from the date of delivery of this instrument and thereafter, which shall be assumed and paid by Grantee in accordance with the terms of the purchase agreement between the parties.

Executed this 6 day of July, 2022.

HUBER FARM, LLC

By: _____
Title:
Michael C. Huber

STATE OF OHIO ) SS: Notary – Sect 147.55 O.R.C.
)
COUNTY OF Delaware )

The foregoing Instrument was acknowledged before me this 6 day of July, 2022 By: Michael C Huber, Title: _____ of Huber Farm, LLC, an Ohio limited liability company, on behalf of the limited liability company.

NOTARY PUBLIC STATE OF OHIO

Justin Matthew Cervenec
Notary Public, State of Ohio
My Comm. Expires Apr.10, 2027

_____
NOTARY PUBLIC

This Instrument Prepared By:
Jeffrey D. Windon – Attorney

202200004182

FIDELITY NATIONAL TITLE INS
4111 EXECUTIVE PARKWAY STE 304
WESTERVILLE, OH 43081

*Pavonia – Lot Split*
*63220*

(A)

Situated in the Township of Vermillion, County of Ashland and State of Ohio, and known as being part of the Northwest Quarter of Section 9, Township 21 North, Range 16 West of said Ashland County, Ohio, also being known as a PORTION of lands conveyed to Huber Farm, LLC, by Quitclaim Deed as recorded December 23, 2020 in Official Record Book 968, Page 3817 of the Ashland County Recorder's Office and previously conveyed to That Michael C. Huber and Ann M. Emmons, Co-Trustees of the Carl E. Huber Trust, dated October 20, 1993 (Volume 581, Page 313), being further bounded and described as follows:

Beginning at a railroad spike found marking the Northwest corner of said Section 9, Township 21 North, Range 16 West, said railroad spike found below pavement in Township Road 1806 (60 feet wide – according to Ashland County Engineer's Records), said railroad spike being the Point of Beginning of the parcel described herein having State Plane, Ohio North Zone, NAD83(2011) Coordinates of N: 412485.66, E: 2025000.70;

Thence North 89°10'22" East, 153.00 feet along the North line of said Section 9 and TWP Road 1806 to a pk nail set on said Section line, said pk nail being located South 89°10' 22" W, 2210.05 feet from a railroad spike found below pavement marking the Northeast Corner of the Northwest Quarter of Section 9;

Thence creating a new line through the land of said Huber Farms, LLC for the following five courses:

1. Westerly and turning Southerly 149.10 feet along a tangent curve to the left having a radius of 98.80 feet, a delta angle of 86°28'00", a chord of South 45°56'22" West and a chord distance of 135.35 feet to a 5/8" rebar with cap "Parkin PLS 8689" set;

2. South 02°42'22" West, 234.41 feet to a 5/8" rebar with cap "Parkin PLS 8689" set;

3. South 86°04'33" East, 349.30 feet to a 5/8" rebar with cap "Parkin PLS 8689" set;

4. South 02°42'22" West, 483.72 feet to a 5/8" rebar with cap "Parkin PLS 8689" set;

5. South 89°10'22" West, 410.00 feet to a 5/8" rebar with cap "Parkin PLS 8689" set on the West line of said Section 9, being the West line of said Huber Farms, LLC and also the East line of land now or formerly of Donald R. Navorska, Trustee of the Navorska Revocable Living Trust Dated July 6, 2004 (Official Record Book 421, Page 547); said set rebar being located North 02°42'22" East, 1796.72 feet from a 7/8" iron pipe found at grade marking the Southwest corner of the Northwest Quarter of Section 9;

APPROVED BY
"NO PLAT REQUIRED"
ASHLAND COUNTY
PLANNING COMMISSION

Thence North 02°42'22" East, 840.00 feet along the West line of said Section 9 and the common line of said Huber Farms, LLC and of said Navorska Revocable Living Trust to the Point of Beginning and containing 5.193 acres of land as surveyed in December 2021 by Encompass Services, LLC.

Bearings are based on State Plane, Ohio North Zone, NAD83 (2011), US Feet.

Portion of Permanent Parcel No.: 040-009-0-0003-00
Vermillion Sec 9 C-1

(A)

NEW DESCRIPTON APPROVED
BY ASHLAND CO. ENGINEER
NEW PARCEL
2022_0079

202500004556 Pages: 3
Filed for Record in ASHLAND County, Ohio
Erin Beebe, Recorder
09/16/2025 03:14 PM Recording Fees: $47.00
DEED OR 999 / p5930 - p5932

This conveyance has been examined and the Grantor has Complied with Section 319.202 of the Revised Code
$ _____ Fee $ — .50¢pd

SEP 16 2025

Number EXEMPT
Cindy A. Funk
Ashland County Auditor
040-009-0-0003-00

O.K. A.S.M.

Save & except

# QUITCLAIM DEED

**KNOW ALL MEN BY THESE PRESENTS: That Huber Farm, LLC**, an Ohio Limited Liability Company, in consideration of Ten and more-------DOLLARS, to it in hand paid by **Huber Farm, LLC,** an Ohio Limited Liability Company, whose address is 1566A Baney Road, Ashland, OH 44805, does hereby **Remise, Release and Forever Quitclaim** to the said **Huber Farm, LLC**, its heirs and assigns forever, the following described **Real Estate:**

Situated in the Township of Vermillion, County of Ashland and State of Ohio and being more fully described in **Exhibit "A"** attached.

Permanent Parcel No. O40-009-0-0003-00 - split
Prior Deed Reference: OR Book 968, Page 3817, Ashland County Deed Records

save and except taxes and assessments which have been prorated to date hereof, Grantee 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 Vermillion.

and all the **Estate, Right, Title and Interest** of the said Grantor in and to said premises; **To Have and To Hold** the same, with all the privileges and appurtenances thereunto belonging, to said Grantee, **Huber Farm, LLC**, its heirs and assigns forever.

Executed this 16th day of September, 2025

**Huber Farm, LLC**

Ann Emmons

Ann Emmons, Member

STATE OF Ohio )
COUNTY OF ASHLAND ) ss.

On this 16th day of September, 2025, before me, a Notary Public in and for said county, personally came **Huber Farm, LLC, by Ann Emmons, Member,** the Grantor in the foregoing deed, and acknowledged the signing thereof to be her voluntary act and deed.

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

Cheryl R. Burkholder
Notary Public

CHERYL R BURKHOLDER
Notary Public
State of Ohio
My Comm. Expires
October 4, 2025

*This instrument prepared by:*
*Law Office of Andrew N. Bush, LLC*
*128 Church Street*
*Ashland, Ohio 44805*

A

*EXHIBIT "A"*

The following parcel of land Situated in the State of Ohio, the County of Ashland and the Township of Vermillion;

Known as being part of the northwest quarter of Section 9, Township 21-North, Range 16-West, and being more fully described as follows:

Beginning at a railroad spike found at the northeast corner of the northwest quarter of Section 9;

Thence along the following 10 courses:

1. South 00° 26' 07" West, along the east line of the northwest quarter of Section 9, a distance of 1331.00 feet to a stone found at the northeast corner of a parcel of land conveyed to Denny J. Smith, Trustee of the Denny J. Smith Revocable Trust by deed recorded in Official Records Volume 0955, Page 5203;

2. South 89° 11' 48" West, along the north line of said Smith parcel, a distance of 569.54 feet to an iron pin set;

3. North 00° 15' 55" East a distance of 284.37 feet to an iron pin set;

4. North 83° 24' 05" East a distance of 181.31 feet to an iron pin set;

5. North 26° 47' 10" East a distance of 388.87 feet to an iron pin set;

6. North 82° 49' 28" East a distance of 189.92 feet to an iron pin set;

7. North 00° 26' 07" East a distance of 637.47 feet to an iron pin set;

8. South 89° 10'-48" West a distance of 212.55 feet to an iron pin set;

9. North 00° 26' 07" East a distance of 25.01 feet to a Mag nail set on the north line of the northwest quarter of Section 9 and the center of Township Road 1806;

10. North 89° 10' 48" East, along the north line of the northwest quarter of Section 9 and the center of Township Road 1806, a distance of 242.00 feet to the place of beginning.

The tract of land as surveyed contains 6.957 acres of land subject to all legal highways and easements of record. Bearings are based on GPS observations, RTK Method using the ODOT VRS Network, NAD 83 (2011), for the purpose of indicating directional variation. All iron pins set are 5/8" rebar, 30" long with cap stamped "Laughery- P.S. 8755".

The above description was prepared by Jason K. Laughery, Registered Surveyor No. 8755, from notes of a field survey performed December, 2023.

Vermillion, Sec. 9, C2 A

NEW DESCRIPTON APPROVED
BY ASHLAND CO. ENGINEER
NEW PARCEL

2024_0002

PPN: O40-009-0-0003-00 - split

202500004556

CASTLE REAL ESTATE TITLE AGENCY
PICK UP

202200002545 Pages: 6
Filed for Record in ASHLAND County, Ohio
Michal E. Crow, Recorder
04/25/2022 03:02 PM Recording Fees: $74.00
AGREEMENT OR 979 / p2951 - p2956

# AGREEMENT FOR CONDITIONAL LIMITED TIME GAS TAP AND AGREEMENT FOR DELIVERY OF FREE AND OVERBURN GAS PROVIDED BY LEASE

THIS AGREEMENT (hereinafter called the "Agreement"), made this 27th day of December, 20 21 by and between:

NAME OF APPLICANT (AND SPOUSE IF ANY): Huber Farm, LLC

APPLICANT MAILING ADDRESS: 1566 A Baney Road S, Ashland, OH 44805

Hereinafter called "Applicant" and

TRANSMISSION COMPANY: Columbia Gas Transmission, LLC, a Delaware limited liability company

WITH AN ADDRESS OF: 1700 MacCorkle Ave. S.E., Charleston, West Virginia 25314

Hereinafter called "Transmission Company";
WHEREAS, Applicant has heretofore filed a mainline tap application, seeking access for its local distribution company to a tap for the provision of gas to the Applicant for use by one (1) customer on the premises owned by Applicant situate in:

PROPERTY DESCRIPTION: 80 AC, N/2 of NW/4 of Section 9 in Vermillion Twp.

| PARCEL NUMBER: O40-009-0-0003-00 | acquired by a deed dated 12/22/2020, of record in | | COUNTY Ashland |
|---|---|---|---|
| STATE Ohio | DEED TYPE Quitclaim Deed | Recorded in: | Instr. # 202000007655, OR Bk. 968, Pgs. 3817-3819 |

ALSO IDENTIFIED AS SERVICE ADDRESS: 895 Township Road 1806, Rt. 6, Ashland, OH 44805
PSID: 200557014

for residential purposes; and
WHEREAS, equipment is required on a pipeline facility or storage well pipeline owned by Transmission Company for ☐ new, ☐ manifold, or ☒ continuation of service of natural gas to be supplied by Applicant's local distribution company to Applicant from Transmission Company's

| LINE NO. SL-2444 | WELL NO. N/A | which is a storage well pipeline or transmission pipeline. |
|---|---|---|

Equipment ☐ is ☐ is not required at time of installation; and Transmission Company is willing to allow a qualified local distribution company to take gas from a Transmission Company tap on Applicant's behalf pursuant to the terms of the following lease granted by:

| Florence M. Huber & Arthur L. Huber, wife & husband | DATED: 10/28/1952 | of record in | COUNTY Ashland | STATE Ohio |
|---|---|---|---|---|

| TYPE Lease | Recorded in: | BOOK/VOLUME Lease Book 41 | PAGE 146 | Lease #2147932-000 |
|---|---|---|---|---|

Applicant and Transmission Company, for themselves and their heirs, successors and assigns, mutually agree to the following terms and conditions:

1. Applicant's right to receive gas is derived solely from the above-referenced lease. The delivery of gas by Transmission Company to a third party local distribution company for use by Applicant is not to be construed as recognition of Applicant's right to be supplied with gas under any other condition or circumstances.
2. Interconnection with Applicant's local distribution company will be made possible at the sole discretion of Transmission Company by a tap installed on its pipeline or well, and only when and for so long as the rendition of such third party local distribution service will not adversely affect the primary function of the storage or transmission pipeline or storage well from which Applicant is served.
3. Applicant understands and agrees that Applicant must agree separately with a local distribution company for the direct delivery of gas to Applicant and for furnishing, installation, maintenance, and operation of the equipment listed in paragraph 12 as the responsibility of Applicant or Applicant's local distribution company, and to perform the associated services in the handling of the Applicant's account, including the collection of any monies due from Applicant to Transmission Company on account of the delivery of overburn gas (as defined below in paragraph 6), before work will be commenced by Transmission Company to install the tap necessary for service to the point of interconnection with Applicant's local distribution company hereunder.
4. Service is provided to Applicant only because Transmission Company makes the gas available to Applicant's local distribution company for resale to Applicant; and Applicant understands that Transmission Company does not hereby agree to serve Applicant directly, either now or at any time in the future. Such service to Applicant is made subject to the absolute right of Transmission Company to discontinue such service, upon thirty (30) days' notice, for any reason, including, but not limited to, the following reasons:
   (a) When the storage or transmission pipeline or storage well of Transmission Company serving Applicant via a local distribution company is no longer deemed necessary by Transmission Company.
   (b) When the supply of natural gas contemplated by Transmission Company for service to Applicant via a local distribution company becomes depleted or exhausted.
   (c) When the volume or pressure on such Transmission Company pipeline or storage well is reduced to a level which Transmission Company deems unsatisfactory to maintain service to Applicant via a local distribution company, or to fulfill the other purposes of such pipeline or storage well.
   (d) Whenever Transmission Company elects to relocate, reclaim or abandon its pipeline or storage well.
   (e) Whenever Applicant's local distribution company is unwilling or unable to continue service to Applicant and Applicant has not procured local distribution service from a qualified replacement distribution company.
5. Whether gas is delivered to Applicant hereunder directly from a storage gas well covered by the referenced lease, or in lieu thereof from a pipeline, Applicant hereby releases and discharges Transmission Company from any and all claims arising in any way from the quality of the gas delivered hereunder, or from the use Applicant makes of the gas. Applicant further agrees to and does hereby indemnify and save harmless Transmission Company from any and all suits or claims for damage that may be brought by any other person arising in any manner from the use Applicant makes of the gas.
6. The volume of gas to which Applicant is entitled free of cost under the referenced lease is **300,000** cubic feet annually. For all overburn gas, that is, gas delivered hereunder in excess of the free gas volume, Applicant agrees to pay therefore at the local distribution company's applicable rate. If any amount due on account of delivery of overburn gas becomes delinquent, the delinquency or any part thereof may be deducted from subsequent rentals or royalties due from Transmission Company to Applicant under the referenced lease and/or may result in shut off of the delivery of gas to Applicant.
7. Transmission Company may, without notice to Applicant, interrupt or discontinue the delivery of gas to Applicant via a local distribution company, whenever in its sole judgment such action is essential to the preservation or conservation of the health, safety or property of Transmission Company, its employees, Applicant or the public generally. Applicant further agrees that Transmission Company shall have the right, without notice, to shut off the gas at any time (a) for repairs; (b) for want of gas supply; (c) for any violation of this Agreement by Applicant; (d) in the event that gas service hereunder was secured by Applicant's

misrepresentation; (e) for use of gas by any consumer other than Applicant or Applicant's tenant as the one consumer on Applicant's premises; (f) for non-payment of bills when due to third party local distribution company for overburn gas; and/or (g) for manipulation of Transmission Company's facilities.

8. Applicant understands and agrees that should Transmission Company's obligation to provide free gas under the above referenced lease terminate for any reason or should the provision of free gas be discontinued pursuant to this Agreement, that Transmission Company shall have no obligation to provide Applicant with free gas or pay gas and Applicant releases and absolves Transmission Company from any such claim, liability or obligation arising therefrom.
9. Transmission Company makes no warranty, express or implied, as to the length of time such natural gas or physical facilities for the contemplated service will be available.
10. Applicant covenants that Applicant's service hereunder will be surrendered upon request of Transmission Company and in accordance with the terms of this Agreement, and further covenants that should he refuse to surrender the service upon request so as to delay or impede Transmission Company in removing said pipeline or storage well from service, or so as to cause Transmission Company to operate or maintain said pipeline or storage well in an inefficient manner in order to maintain service to Applicant via a local distribution company and to fulfill the other purposes, if any, of said pipeline or storage well, such action shall constitute a breach of this Agreement; and Applicant shall thereupon be liable in damages to Transmission Company for its costs from time to time incurred in consequence of such breach hereof.
11. In consideration of the premises, Applicant hereby grants to Transmission Company an easement for a site, acceptable to it, for the location of a Transmission Company service line from Transmission Company's pipeline or storage well to the first shut off valve or aboveground appurtenance prior to the first regulator which serves Applicant's meter(s), as may be required, at a point not to exceed twenty (20) feet from the pipeline of Transmission Company. At Applicant's own cost and expense, Applicant shall furnish, lay, connect, maintain the house lines used for the safe and practical transporting and controlling of gas to be served, and install meter protection from external forces, when required. Transmission Company agrees to furnish, install, and maintain the necessary Transmission Company service line from its pipeline or storage well.
12. Applicant acknowledges and agrees that Applicant and/or Applicant's local distribution company shall furnish, install, own, maintain, and operate, at their own cost and expense, the meter(s), fitting(s), service regulator(s), meter protection from external forces, when required, and any necessary heater(s), gas cleaning equipment, and/or high-pressure service regulator(s), as well as all other equipment necessary for the distribution of gas to be supplied, as well as any equipment past the first shut off valve prior to the first regulator which serves Applicant's meter(s). Transmission Company shall pay costs associated with the following: (1) installation of the tap to establish service for Applicant via a local distribution company; and (2) installation of the service line from Transmission Company's pipeline or storage well to the first shut off valve or aboveground appurtenance prior to the first regulator which serves Applicant's meter(s). Applicant agrees to maintain, at Applicant's own cost and expense, the house lines and installed meter protection from external forces, when required, in an operating condition satisfactory to its local distribution company. All material furnished by either Applicant or Applicant's local distribution company or Transmission Company may be reclaimed and removed from the premises by the party owning same at the termination of this Agreement.
13. Applicant agrees to notify its local distribution company of all problems arising out of any variations in the pressure of gas in the house lines as well as defects in pipe, connections or appliances, the escape or leaking of gas, the sticking of valves or regulators and other irregularities incident to the service equipment of Applicant.
14. Transmission Company shall have access at all times to all Transmission Company's facilities herein provided for, for the purpose of determining whether such facilities are in proper condition and operated in accordance with this Agreement, and with Transmission Company's then-applicable rules and regulations, as they exist from time to time, which shall also apply to this Agreement and are hereby specifically made a part hereof by reference.
15. At all times, Applicant agrees to service, repair and maintain in good and safe condition all house lines, fixtures, appliances, and equipment owned by or installed by Applicant and/or its local distribution company hereunder. Applicant further agrees to hold Transmission Company harmless from any and all liability imposed against it

arising from Applicant's and/or its local distribution company's use, maintenance, repair or ownership of the same.

16. Applicant understands, and by the execution of this Agreement specifically agrees, that the tap contemplated herein is a private contractual arrangement and is not utility service subject to public regulation and that nothing herein contained shall be construed as implying an intention or "holding out" on the part of Transmission Company to serve the public in the area generally, or to dedicate any of its facilities to public use or service. Applicant acknowledges and agrees that Transmission Company is subject generally to federal regulation, and that this Agreement is subject to any lawful governmental order applicable thereto.
17. As Applicant's right to receive a tap on Transmission Company's facilities and gas under the above referenced lease may not be exclusive to Applicant, service via a local distribution company from the tap must be established during a period of one (1) year from this Agreement date. If service is not established within that one (1) year period, this Agreement shall be null and void, and Applicant will have to reapply for a gas tap and gas under the lease. Additionally, during that one (1) year period, if service has yet to be established and another person who holds a similar, non-exclusive right to receive a tap or gas, provided by the referenced land rights agreement, makes a request to receive a tap, then the Applicant shall have thirty (30) days to establish service via a local distribution company. If service is not established within that thirty (30) day period, this Agreement shall be null and void.
18. If the Applicant removes from or is about to vacate the premises, he shall at once notify:

Columbia Gas Transmission, LLC
Attn: Land Services
700 Louisiana St., Suite 700
Houston, TX, 77002
Phone No.: 1-877-287-1782
landowners@tcenergy.com

Applicant shall be responsible for gas used on the premises until such notice is received.

19. Any signatory party to this Agreement shall have the right to terminate this Agreement (except for Applicant's duty to pay for overburn gas theretofore consumed pursuant to paragraph 3 or 6 hereof) at any time after the interest of another signatory party is transferred, whether by assignment of the transferor's interest in the referenced lease, by abandonment, or by other operation of law.
20. If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect to the maximum extent consistent with the intent of this Agreement and as permitted by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, said parties have hereunto set their hands this 27th day of December, 2021

APPLICANT AND CO-APPLICANT (IF ANY):

**HUBER FARMS, LLC**

Ann M. Emmons
By: Ann M. Emmons
Its: Co-Trustee

ACKNOWLEDGMENT OF APPLICANT

STATE OF OHIO,
COUNTY OF ASHLAND, to-wit:

Before me, the undersigned officer, personally appeared Ann M. Emmons, who acknowledged ~~himself~~/herself to be the Co Trustee of **Huber Farms, LLC**, and that ~~he~~/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this 27th day of Dec, 2021.

My commission expires Oct. 4, 2025.

Cheryl R. Burkholder
Notary Public

CHERYL R BURKHOLDER
Notary Public
State of Ohio
My Comm. Expires
October 4, 2025

**COLUMBIA GAS TRANSMISSION, LLC,**
**a Delaware limited liability company**

By: Becca Warnick
Its: Authorized Signer

ACKNOWLEDGMENT OF TRANSMISSION COMPANY

STATE OF West Virginia,
COUNTY OF Jackson, to-wit:

Before me, the undersigned officer, personally appeared Becca Warnick, who acknowledged himself/herself to be the Authorized Signer of Columbia Gas Transmission, LLC, a Delaware limited liability company, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this 1st day of April, 2022

My commission expires February 13, 2027.

Karen Balls
Notary Public

[SEAL]

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Karen Balls
8520 Parkersburg Rd
Sandyville, WV 25275
My Commission Expires Feb. 13, 2027

Prepared by and after recording return to:

Columbia Gas Transmission, LLC
Attn: Contractor
8520 Parkersburg Road
Sandyville, WV 25275

202200002545
**COLUMBIA GAS TRANSMISSION LLC**
**8520 PARKERSBURG RD**
**SANDYVILLE, WV 25275**

FORM C 2230 CSD



COLUMBIA GAS DISTRIBUTION COMPANIES

# AGREEMENT FOR CONDITIONAL LIMITED TIME GAS SERVICE

COH-1242-3045

THIS AGREEMENT, made this 7 day of October, 19 81, by and between APPLICANT NAME Carl Huber hereinafter called "Applicant", party of the first part, DISTRIBUTION COMPANY Columbia Gas of Ohio, Inc.

| ADDRESS | DISTRICT OFFICE NAME | AREA OFFICE NAME | NUMBER |
|---|---|---|---|
| 99 North Front St., Columbus, Ohio 43215, | Lake Erie #2 | Ashland #8 | 1242 |

| COMMUNITY NAME | NUMBER | |
|---|---|---|
| Hayesville Ashland Co M/L Vermillion Twp. | 26 | hereinafter called "Distribution Company", party of the second part and |

| TRANSMISSION COMPANY | ADDRESS | |
|---|---|---|
| Columbia Gas Transmission Corporation | 1700 MacCorkle Ave. S.E., Charleston, West Virginia 25314, | hereinafter called |

"Transmission Company", party of the third part; WHEREAS, Applicant has heretofore filed an application for gas service with Distribution Company, said gas to be used by one (1) customer on premises owned by Applicant situate in LOT ____ QUARTER ____

| SECTION-TRACT | TOWNSHIP DISTRICT MUNICIPALITY | COUNTY | STATE | |
|---|---|---|---|---|
| 9 | Vermillion | Ashland | Ohio | for ☒ residential ☐ commercial or |

☐ industrial purposes; and WHEREAS, a Company service line is required on a pipeline facility owned by Transmission Company for ☐ new service or ☒ continuation of service of natural gas to be supplied to Applicant from Transmission Company LINE NO SL2444 which is a well, gathering, storage or transmission pipeline; and external protection of Transmission Company and Distribution Company equipment ☐ is ☐ is not required at time of installation; and unless Applicant already owns the land at the location of the service line and all other facilities to be installed by Transmission Company and Distribution Company hereunder, Applicant has acquired an easement therefor from the landowner by a deed dated DATE 8/2/55 of record in COUNTY Ashland

| TYPE | VOLUME | PAGE | |
|---|---|---|---|
| Deed RECORD BOOK | 248 | 356 | so that Applicant will be entitled to grant to Transmission Company and Distribution Company the easement described in Section 8 below. |

Applicant, Distribution Company and Transmission Company, for themselves and their heirs, successors and assigns, mutually agree to the following terms and conditions:

1. Service hereunder will be made possible at the sole discretion of Transmission Company by a Company service line installed on its pipeline, and only when and for so long as the rendition of such service will not adversely affect the primary function of the well, gathering, storage or transmission pipeline from which Applicant is served.

2. Applicant understands and agrees that Applicant must make a payment to Distribution Company under the provisions of Section 9 hereof, in the amount of $_____, as a contribution in aid of the cost of _____( ) high pressure regulator(s), before work will be commenced to install the facilities necessary for service hereunder.

3. Service is granted to Applicant only because Transmission Company makes the gas available to Distribution Company for resale to Applicant; and Applicant understands that Transmission Company does not hereby agree to serve Applicant directly, either now or at any time in the future. Such service to Applicant is made subject to the absolute right of Distribution Company to discontinue such service, upon thirty (30) days' notice, for any of the following reasons, among others:

(A) When the well, gathering, storage or transmission pipeline of Transmission Company serving Applicant is no longer needed for its primary function.

(B) When the supply of natural gas contemplated for service to Applicant becomes depleted or exhausted.

(C) When the pressure on such Transmission Company pipeline is reduced to an improper or unsatisfactory level to maintain service to Applicant and to fulfill its other purposes.

(D) Whenever it becomes necessary to relocate, reclaim or abandon the pipeline of Transmission Company.

4. Transmission Company or Distribution Company may, without notice to Applicant, interrupt the delivery of gas to Applicant, whenever in its sole judgment such action is essential to the preservation or conservation of the health, safety or property of Transmission Company or Distribution Company, or the employees of either, or Applicant or the public generally.

5. Transmission Company and Distribution Company make no warranty, express or implied, as to the length of time such natural gas for the contemplated service will be available.

6. Applicant covenants that his service hereunder will be surrendered upon request of Distribution Company and in accordance with the terms of this Agreement, and further covenants that should he refuse to surrender the service upon request so as to delay or impede Transmission Company in removing said pipeline from service, or so as to cause Transmission Company to operate or maintain said pipeline in an inefficient manner in order to maintain service to Applicant and to fulfill the other purposes, if any, of said pipeline, such action shall constitute a breach of this Agreement; and Applicant shall thereupon be liable in damages to Transmission Company for its costs from time to time incurred in consequence of such breach hereof.

7. Transmission Company agrees that at such time as service shall be permanently and finally terminated to Applicant under Section 3 hereof, it shall, upon request of Applicant, pay to Applicant in full satisfaction of any and all claims against Transmission Company and Distribution Company, and to aid and assist Applicant in the costs attendant to the transfer to the most economical alternate, source of energy where gas is not readily available from another supplier, a sum reckoned according to the following schedule:

| Time elapsed from initial service hereunder to termination | Where gas is not readily available from another supplier |
|---|---|
| 5 years or less | Alternate fuel costs (up to 200 million B.T.U. per year) for 3.0 years |
| 5 to 15 years | Alternate fuel costs (up to 200 million B.T.U. per year) for 2.0 years |
| More than 15 years | Alternate fuel costs (up to 200 million B.T.U.) for 1.0 year |

8. In consideration of the premises, Applicant hereby grants to Distribution Company and Transmission Company an ea[illegible] a site, acceptable to them, for the location of a Company service line, a cleaner, heater, regulators, meter and building, as ma[illegible] quired, at a point not to exceed twenty (20) feet from the pipeline of Transmission Company; and at Applicant's own cost and exp[illegible] Applicant shall furnish, lay, connect and maintain the customer service line and house line used for the safe and practical transporta[illegible] and controlling of gas to be served, and install meter protection from external forces, when required; and Transmission Company agrees to furnish, install and maintain the necessary Company service line from its pipeline, which will include any necessary gas cleaning equipment. All installations performed by persons other than Distribution Company or Transmission Company are subject to Distribution Company approval in accordance with the then effective Columbia Gas System standards for gas piping and appliance venting on customer's premises.

9. Distribution Company shall furnish, at its own cost and expense, the meters, fittings and service regulators for furnishing the gas to be supplied hereunder to all except large volume customers (that is, up to 50 million B.T.U. per day), except as follows with respect to service regulators:

(A) If the Transmission Company pipeline from which Applicant is to be served is operated at a pressure not exceeding 60 psig, Distribution Company will furnish the necessary service regulator at no cost to Applicant.

(B) If the Transmission Company pipeline from which Applicant is to be served is operated at a pressure in excess of 60 psig but not in excess of 200 psig, which will necessitate one high pressure service regulator in addition to the service regulator, Applicant will be required to make a payment to cover the cost, installed, of the high pressure service regulator.

(C) If the Transmission Company pipeline from which Applicant is to be served is operated at a pressure in excess of 200 psig which will necessitate two high pressure service regulators in addition to the service regulator, Applicant will be required to make a payment to cover the cost, installed, of the high pressure service regulators.

(D) Subsequent to this Agreement, Distribution Company agrees (i) to make any and all replacements of service regulators and (ii) install any additional service regulators needed at this location, at Distribution Company's cost and expense. If this Agreement supersedes a pre-existing service Agreement, Distribution Company shall bear the cost and expense of replacing pre-existing service regulators.

Applicant agrees to maintain, at his own cost and expense, the customer service line, house line and installed meter protection from external forces, when required, in an operating condition satisfactory to Distribution Company. All material furnished by either Applicant or Distribution Company or Transmission Company may be reclaimed and removed from the premises by the party owning same at the termination of this Agreement.

10. Where a heater must be operated on the inlet side of a service regulator, to permit measurement of the gas, the heater and the gas used to operate such heater shall be supplied by Transmission Company at its expense.

11. Applicant agrees to notify Distribution Company of all problems arising out of any variations in the pressure of gas in the customer service line and house lines as well as defects in pipe, connections or appliances, the escape or leaking of gas, the sticking of valves or regulators and other irregularities incident to the service equipment of Applicant.

12. Distribution Company and Transmission Company shall have access at all times to all equipment herein provided for, for the purpose of determining whether such equipment is in proper condition and operated in accordance with this Agreement, and as well with the Rules, Regulations and Schedules of Distribution Company applicable to the jurisdictional public service customers, which said Rules, Regulations and Schedules as they exist from time to time shall also apply to this Agreement and are hereby specifically made a part hereof by reference.

13. The maximum pressure at which gas is to be supplied to Applicant for residential use shall not exceed seven (7) inches water column at the outlet of the service regulator, and the responsibility for the care of the service regulators and their proper adjustment to conform with the above specified pressure shall rest with Distribution Company. Applicant agrees to install a customer service line and house lines of sufficient size to give adequate service at this pressure.

14. Applicant agrees that Distribution Company shall have the right, without notice, to shut off the gas at any time from Applicant for any of the following causes: (A) for repairs; (B) for want of gas supply; (C) for non-payment of bills when due; (D) for any violation of this Agreement by Applicant; (E) upon discovery of a flow of stray electric current upon the house lines that is or might become dangerous; (F) in the event that gas service hereunder was secured by Applicant's misrepresentation; (G) manipulation of the service regulators to increase the pressure above the seven (7) inches water column maximum pressure herein specified; (H) when hazardous conditions of the Company or customer service lines or house lines or appliances are found so that a shut-off is required for safety reasons; and (I) when leaks are found that require prompt repair (but not shut-off) for safety reasons, and when repairs are not made promptly by Applicant.

15. At all times, Applicant agrees to service, repair and maintain in good and safe condition all customer service lines, house lines, fixtures, appliances, equipment and facilities owned by or installed by Applicant hereunder. Applicant further agrees to hold Distribution Company and Transmission Company harmless from any and all liability imposed against it arising from Applicant's use, maintenance, repair or ownership of the same.

16. Distribution Company or its agent, may require Applicant to supply a reasonably safe guarantee or a cash deposit. Said deposit will be refunded when the delivery of gas has been discontinued, after all bills due to Distribution Company have been paid and the receipt for such deposit has been surrendered.

17. Upon the request of Applicant, Distribution Company will test the accuracy of the meter, provided Applicant deposits with Distribution Company a sum of money sufficient to cover the costs arising from the removal and replacement of the meter for testing purposes. A meter registering between three percent (3%) fast and three percent (3%) slow shall be deemed for all purposes to be registering correctly. When the meter is tested and is found to be registering correctly, Distribution Company shall retain such part of said deposit as was actually expended in the removal and testing of the meter. If said deposit should be insufficient to fully cover said actual expense, Applicant shall pay the difference. When the meter is tested and found to be registering incorrectly, Distribution Company will refund to Applicant the entire amount of the deposit. Provided, however, that where State meter testing rules vary from the above, such State rules shall control.

18. Applicant agrees to pay Distribution Company for all gas so delivered on receipt or before the due date of the bill for the monthly period and at the rate prevailing from time to time in the general locality in which Applicant is served hereunder.

19. Applicant understands, and by the execution of this Agreement specifically agrees, that the service herein contemplated is a private contractual service and is not utility service subject to public regulation, unless State law otherwise requires, and that nothing herein contained shall be construed as implying an intention or "holding out" on the part of either Distribution Company or Transmission Company to serve the public in the area generally, or to dedicate any of its facilities to public use or service. All parties agree that both Distribution Company and Transmission Company are subject generally to regulation, so that this Agreement is subject to any lawful governmental order applicable thereto.

IN WITNESS WHEREOF, said parties have hereunto set their hands this 27th day of October, 1981.

Signed and acknowledged
In the presence of:

WITNESS:

Cheryl Pate

Lynnette Schaffer

Margaret R. Baldwin

Donna Lee

Noble W. Tolivier

APPLICANT:

Carl Huber

COLUMBIA GAS OF OHIO, INC.

By: C. L. Hartlebaugh
ACTING DISTRICT OFFICE MANAGER

COLUMBIA GAS TRANSMISSION CORPORATION

By: Paul C. Stump
MANAGER OF Land Rights

STATE OF OHIO )
) SS:
COUNTY OF Ashland )

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

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 27th day of October, 1981.

Cheryl L. Pate
NOTARY PUBLIC
CHERYL L. PATE, Notary Public
State of Ohio
My Commission Expires April 4, 1985

STATE OF OHIO )
) SS:
COUNTY OF Huron )

Before me, a Notary Public in and for said County and State, personally appeared C. L. Hartlebaugh, Acting, District Office Manager of the above named COLUMBIA GAS OF OHIO, INC., a corporation, who represented that he is duly authorized in the premises, and who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as such officer and is the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 1st day of December, 1981.

Dianne Fritz
NOTARY PUBLIC
DIANNE FRITZ
Notary Public, State of Ohio
My Commission Expires Apr. 2, 1986

STATE OF WEST VIRGINIA )
) SS:
COUNTY OF KANAWHA )

Before me, a Notary Public in and for said County and State, personally appeared Paul C. Stump, Manager of Land Rights, of the above named COLUMBIA GAS TRANSMISSION CORPORATION, a corporation, who represented that he is duly authorized in the premises, and who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as such officer and is the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 8th day of December, 1981.

Donna Lee
NOTARY PUBLIC
Commission expires Sept. 25, 1985

THIS INSTRUMENT PREPARED BY: Cheryl Pate FOR: COLUMBIA GAS OF OHIO, INC.

FORM C 2230-34 CSD
(1-80)

97452

Page 4 of 4

FORM C 223034 CSD

# AGREEMENT AND EASEMENT

TCO AGREEMENT AND EASEMENT NUMBER

CDC PERMANENT SERVICE ID NUMBER

**FROM**

NAME: Carl Huber

MAILING ADDRESS: 836 TR 1806 R. 6

Ashland, Oh

**TO**

COLUMBIA GAS OF OHIO, INC.
AND COLUMBIA GAS TRANSMISSION CORP.

DATE: Oct. 27, 19 81

**LOCATION**

MUNICIPALITY/ TOWNSHIP: Vermillion

COUNTY: Ashland

STATE OF OHIO

**RECORDED**

DATE: January 22, 19 82

VOLUME: 524 PAGE: 885-888

TYPE: Deed RECORD BOOK

RECORDED BY: (NAME) Vera L. Watts

COUNTY: Ashland

STATE OF OHIO

Fee: $7.00

Return To
Columbia Gas Transmission Corporation
Lease and Land Rights Section
1700 MacCorkle Avenue S. E.
Charleston, West Virginia 25314

VOL. 524 PAGE 888

EASEMENT No. 33734 Fee: 1.75

KNOW ALL MEN BY THESE PRESENTS: Parcel No. 21

That we, A. L. Huber and Florence M. Huber, husband and wife, claiming title by virtue of instruments recorded September 6, 1935, Volume 180, Page 254, and September 6, 1935, Volume 182 Page land November 15, 1952, Volume 227, Page 458 of the Deed Records of Ashland County, Ohio.

the Grantors for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration received to our full satisfaction of OHIO EDISON COMPANY, anOhio Corporation, the Grantee, do hereby grant unto Grantee, its successors and assigns, an easement and right-of-way, with the rights and privileges hereinafter set forth, for lines for the transmission and distribution of electric current, including telephone and telegraph, upon, over, under and across the following described premises:

Situated in the Township of Vermillion, County of Ashland, and State of Ohio, being part of Section 9.

The right of way above referred to is described as follows:

A strip of land 100 feet wide; 50 feet on each side of a center line, which center line of right-of-way is described as follows:

The centerline of said right-of-way enters Grantors premises fromthe land of Karl V. Swineford (Map No. 20) at a point on said Grantors lower easterly property line, approximately 100 feet northerly from the southeast corner; thence from this point in a general westerly direction across Grantors premises approximately 1338 feet to a point on Grantors lower westerly property line approximately 97 feet northerly from the lower southwest corner; where said line cross to the land of Fannie Schuck, (Map No. 22)

The easement and rights herein granted shall include the right to erect, inspect, operate replace, repair, patrol and permanently maintain upon, over, under and along the above described right-of-way across said premises all necessary structures, wires, cables and other usual fixtures and appurtenances used for or in connection with the transmission and distribution of electric current, including telephone and telegraph and the right of ingress and egress, upon, over and across said premises for access to and from said right-of-way, and the right to trim, cut, remove or otherwise control at any and all times such trees, limbs, underbrush or other obstructions within or adjacent to said right-of-way as may interfere with or endanger said structures, wires or appurtenances, or their operation, together with the right to install guy wires and anchors within or adjacent to the right-of-way herein granted, wherever necessary.

The grantors reservethe right to use the ground between said structures and beneath said wires, provided that such use doesnot interfere with or obstruct the rights herein granted, and the Grantors agree that no building, obstruction or impediment of any kind shall be placed within said right-of-way orbetween said structures of beneath said wires without prior written approval of the Grantee.

The Grantee willrepair or replace all fences, gates, lanes, driveways, drains and ditches damaged or destroyed by it on said premisesor pay Grantors for all damage to fences, gates, lanes, driveways, drains, ditches, crops and stock on said premises caused by the construction or maintenance of said lines.

TO HAVE AND TO HOLD the said easement, rights and right-of-way and its appurtenances to said Grantee, and to its successors and assigns forever, and the Grantors represent that they are the owners of the premises herein described and that the same are free and clear from all encumbrances, except.

and for valuable consideration the Grantors do each hereby remise, release and forever quit-claim unto Grantee, its successors and assigns, all their right and expectancy of dower in the above described right-of-way.

IN WITNESS WHEREOF We have hereunto set our hands as of the 13th day of April, 1954.

Signed in the Presence Of:

Albert M. McCracken — Al L. Huber
Albert M. McCracken — A. L. Huber
Charles W. Folk — Florence M. Huber
Charles W. Folk — Florence M. Huber

STATE OF OHIO
COUNTY OF ASHLAND SS., Before me a Notary Public, inand for said County and State, personally appeared A. L. Huber and Florence M. Huber who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Ashland, Ohio this 13 day of April, 1954.

Albert M. McCracken
Notary Public
My com. expires April 25, 1954. (SEAL)

Received for record April 20, 1954
at 8:08 AM. Recorded April 20, 1954
Art R. Tucker, Recorder.

EASEMENT 33735 Fee: 1.75

Parcel No. 35

KNOW ALL MEN BY THESE PRESENTS: That we, Arthur J. Hall and Dorotha K. Hall, husband and wife, claiming title by virtue of warrantydeed dated September 3, 1943, and recorded in Volume 208, Page 14, of the Deed Redords of Ashland County, Ohio the Grantors, for and in consideration of the sum of One Dollar ($1.00) andother valuable consideration received to our full satisfaction of OHIO EDISON COMPANY, anOhio Corporation, the Grantee, do hereby grantunto Grantee, its successors and assigns, an easement and right-of-way, with the rights and privileges hereinafter set forth, for lines for the transmission and distribution of electric current, including telephone andtelegraph, upon, over, under and across the following described premises:

Situated inthe Township of Mifflin, County of Ashland and State of Ohio, being part of Sections 10 and 11.

The right-of-way above referred to is described as follows:

A strip of land 100 feet wide; 50 feet on each side of a center line, which center line of right-of-way is described asfollows:

The center line of said right-of-way enters Grantors premises fromthe land of J. W. and S.E.Stamen (Map No. 34) at a point on said Grantors easterly property line, approximately 99 feet northerly from the southeast corner; thence from this point in a general westerly direction across Grantors premises approximately 1759 feet to an angle point where said center line angles to the left approximately 1 degree; thence from this point in a general westerly direction approximately 1154 feet to a point on Grantors westerly property line approximately 107 feet northerly from the 1/2 section line of Section 10, where said line

(CONT)

355D ✓ 179

No. 10266 **RIGHT-OF-WAY EASEMENT** Fee 60¢

Stavalis Mfg. Co., Chillicothe, O.—940—8207.

**KNOW ALL MEN BY THESE PRESENTS:** That the undersigned Elizabeth B. Moherman

(unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto FIRELANDS ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is North Fairfield, Ohio, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the county of Ashland, State of Ohio, and more particularly described as follows: Perry Twp.

Situated in Section No. 31, Lot (s) No. (s) ....., located 1½ n.w. mile (s) from the town of Jeromesville, Ohio and bounded on the:

north by lands of Henry Garman, Highway, Clark Heffelfinger;

east by lands of Catherine Weygant, D.D.Sacker, J.C.Allen;

south by lands of G. H. Eversteine;

west by lands of Clark Heffelfinger, S. E. Maxheimer, William H. Thomas;

and containing 199 acres more or less:

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways, abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees, that are tall enough to strike the wires in falling.

In granting this easement, it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF the undersigned has set his hand and seal this 24 day of October, 1940.

Signed in the presence of:

Elizabeth B. Moherman

Carl Bruce

Ann Fazio

STATE OF OHIO

Ashland, COUNTY, ss.

Before me, a Notary Public, in and for said county and state personally appeared the above named Elizabeth B. Moherman who acknowledged the signing of the foregoing instrument to be her free act and deed.

MY COMMISSION EXPIRES
(SEAL) OCT. 15, 1941
CARL BRUCE

Carl Bruce
Notary Public

Filed December 17, 1940 A.M. Recorded February 24, 1941 Fee 60¢
at 10:50 o'clock,

Recorder Ralph H. Maffett

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No. 10267 **RIGHT-OF-WAY EASEMENT** 94 ✓ Fee 60¢

**KNOW ALL MEN BY THESE PRESENTS:** That the undersigned Maud Rohleder Jones

(unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto FIRELANDS ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is North Fairfield, Ohio, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the county of Ashland, State of Ohio, and more particularly described as follows:

Situated in Section No. 9, Lot (s) No. (s) ....., located 6 S.E. mile (s) from the town of Ashland and bounded on the:

north by lands of M. Miller;

east by lands of Arthur Huber;

south by lands of C. C. Schuck;

west by lands of C. C. Schuck;

and containing 80 acres more or less:

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways, abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees, that are tall enough to strike the wires in falling.

In granting this easement, it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF the undersigned has set his hand and seal this 1 day of Oct, 1940.

Signed in the presence of:

Maud Rohleder Jones

E. M. Acton

Mrs. A. L. Huber

STATE OF OHIO

Ashland, COUNTY, ss.

Before me, a Notary Public, in and for said county and state personally appeared the above named Maud Rohleder Jones who acknowledged the signing of the foregoing instrument to be their free act and deed.

MY COMMISSION EXPIRES
(SEAL) OCT. 15, 1941
CARL BRUCE

Carl Bruce
Notary Public

Filed December 17, 1940 A.M. Recorded February 24, 1941 Fee 60¢
at 10:50 o'clock

Recorder Ralph H. Maffett

201700001270
FIRELANDS ELECTRIC

Instrument 201700001270 OR | Book 896 | Page 643

201700001270
Filed for Record in
ASHLAND COUNTY, OHIO
MICHAL E. CROW, RECORDER
03-06-2017 At 10:10 am.
EASEMENT 28.00
OR Book 896 Page 643 - 644

Vol. No. 854
Page No. 348
040-009-0-0003-00
040-004-0-0007-00

*ANY MARKS OR NOTATIONS OUTSIDE OF BOX WILL VOID EASEMENT*
*ONLY BLACK OR BLUE INK IS ACCEPTED*

**Firelands Electric Cooperative**
**Easement and Right-of-Way Agreement**

The undersigned grantor(s), for good and valuable consideration received to my/our satisfaction do hereby give and grant to FIRELANDS ELECTRIC COOPERATIVE, INC., its successors and assigns, an easement and right-of-way on the lands of the undersigned described as follows: 64.48 acres

Situated in Vermillion Township, Ashland County, State of Ohio, and being

Lot(s) E, C, Section Southwest 9 & 4 therein, which said lands are Bounded:

on the north by lands now or formerly owned by John & Verda Rhoades Trust

on the east by lands now or formerly owned by Dennis & Linda Crossen

on the south by lands now or formerly owned by Denny Smith Trust

on the west by lands now or formerly owned by Denny Smith Trust

There is hereby granted to FIRELANDS ELECTRIC COOPERATIVE, INC., the easements of rights-of-way:

1. To enter upon said lands and therein to construct, reconstruct, relocate, rephrase, repair, operate and maintain on the surface of and/or under or in the sub-surface or underground of said land, and/or in or upon all streets, roads, or highways abutting said lands, electric distribution lines or system together with all usual fixtures and appurtenances as may, by grantee from time to time be deemed necessary for or in connection with the transmission and distribution of electric current.
2. To cut, trim and/or remove and chemically treat and control trees and shrubbery that may interfere with or threaten to endanger the safe operation and maintenance of said lines or systems.

It is understood and agreed by and between the parties that the grantors reserve the right to cultivate or otherwise use said lands in any way not inconsistent with the full use of the rights granted herein; provided, however, that (a) no building, structure, tree or shrubbery shall be placed by the grantors within twenty (20) feet of the center line of the Cooperative's facilities excepting fences, driveways and sidewalks; (b) no excavations deeper than eighteen (18) inches shall be made within (20) feet of the said center line of any sub-surface or underground facilities of the Cooperative, and (c) all wires and facilities, installed by the Cooperative, shall remain the property of the Cooperative, removable at the option of the Cooperative upon termination of service.

*ONLY BLACK OR BLUE INK IS ACCEPTED*
*ANY MARKS OR NOTATIONS OUTSIDE OF BOX WILL VOID EASEMENT*

*ANY MARKS OR NOTATIONS OUTSIDE OF BOX WILL VOID EASEMENT*
*ONLY BLACK OR BLUE INK IS ACCEPTED*

To have and hold the same unto FIRELANDS ELECTRIC COOPERATIVE, INC., its successors and assigns, forever.

IN WHITNESS WHEREOF, the grantor(s) have hereunto set their hands this 10th day of February, 2017.

Signed in the presence of:

| | |
|---|---|
| Tami Markel | Ann M Emmons, co-trustee |
| Witness Signature | Grantor Signature |
| Tami Markel | Ann M. Emmons |
| Witness Signature (Please Print) | Grantor Signature (Please Print) |
| Tami Markel | Michael C. Huber, co-trustee |
| Witness Signature | Grantor Signature |
| Tami Markel | Michael C. Huber |
| Witness Signature (Please Print) | Grantor Signature (Please Print) |

State of Ohio )

County of Ashland )

On this 10th day of February, 2017.

Before me, a Notary Public, personally appeared the above named Grantor(s) who, being by me duly sworn, acknowledge the signing of the foregoing easement to be the free act and deed of each of them for the giving and granting of the rights therein named and that each of them is still satisfied therewith.

Tami Markel
Notary Public exp. 3/3/18
Tami Markel

THE INSTRUMENT PREPARED

BY Vicki White
FIRELANDS ELECTRIC CO-OP., INC.

*ONLY BLACK OR BLUE INK IS ACCEPTED*
*ANY MARKS OR NOTATIONS OUTSIDE OF BOX WILL VOID EASEMENT*

43-165



Kuchenbecker and Ruth C. Kuchenbecker, 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 seal this 23rd day of October, A.D. 1952.

(SEAL)

William E. Donley
William E. Donley, Notary Public
My commission Expires June 18, 1955

Received November 12, 1952
at 8:05 o'clock A.M.
Recorded November 12, 1952
Art R. Tucker, Recorder

Well Reduction
Lease No. 84336
Well No. 1-4754

No. 29287 Fee $1.50

Agreement, made this 29 day of Sept. A.D. 1952, by and between Arolow Steiner and Mary Elma Steiner, husband & wife, hereinafter called the Lessor, and The Ohio Guel Gas Company, an Ohio Corporation, hereinafter called Lessee.

Whereas, gas well known as No. 1-4754, located on lands situate in Sec. 26 Township of Orange, County of Ashland and State of Ohio, containing 74 acres, more or less, drilled on said premises under a lease from Arlow Steiner and Mary Elma Steiner to The Logan Natural Gas & Fuel Co. which lease is dated Oct. 2nd, 1919, and recorded in Volume 19, page 209 of Ashland County Lease Records, has so declined in volume as to justify and require the reduction of the gas well rental.

Therefore, this agreement witnesseth that, for and in consideration of the premises and one dollar, the receipt of which is hereby acknowledged, the Lessor hereby agrees that the annual gas well rental to be paid for said well shall be reduced from $200.00 per year to $100.00 per year, payable quarterly, for such time hereafter as the gas is marketed therefrom.

Payment of all moneys due Lessor on this lease and agreements supplemental thereto may be made to Mary Elma & Arlow Steiner, by check made payable to their order and mailed to them at R.D. 3, Ashland, Ohio.

It is understood that this agreement shall not change or modify said original lease in any other respect, but the same shall be and remain in full force and effect in all its other provisions for the full unexpired term thereof, and the rights of the respective parties, their successors and assigns, under said original lease, shall be and remain unaffected in all ways save and except as herein modified.

In Witness whereof, the said Lessor and Lessee have hereunto set their hands.
Signed and acknowledged in the presence of:

J. M. Whitney
Emma Wahl

Arlow Steiner
Mary Elma Steiner

G. W. Shaw
Mildred Hughes

The Ohio Fuel Gas Company
By W. E. Ferguson
Vice-President

The State of Ohio
County of Ashland, ss.

Personally appeared before me, a Notary Public in and for said County, Arlow Steiner and Mary Elma Steiner, husband & wife, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 29 day of Sept. A.D. 1952.

(SEAL)

J. M. Whitney
Notary Public

Received for record November 12, 1952
at 8:06 o'clock A.M.
Recorded November 12, 1952
Art R. Tucker, Recorder

RIGHT-OF-WAY

No. 29297

Fee $2.00

For and in Consideration of One Dollar to us in hand paid, receipt of which is hereby acknowledged, and the further consideration of One Dollar ($1.00) per lineal rod, to be paid when such grant shall be used or occupied Florence M. Huber and Arthur L. Huber wife and husband (hereinafter called the Grantor) do hereby grant to THE OHIO FUEL GAS COMPANY (hereinafter called the Company), its successors and assigns, the right to lay a pipe line over and through the premises hereinafter described, and to maintain, operate without restriction or limitation, repair, replace and remove same, together with valves and other necessary appurtenances on lands in Lot--, Section 9-4, Vermillion Township, Ashland County, Ohio, situated in Qr. Twp. No.--, Township No.-, Range No.--, and bounded as follows:

On the North by lands of Winfield McClure, Tully C. Fox, R. G. Spencer,
On the East by lands of Arthur Huber
On the South by lands of Arthur Huber, Fannie Schuck et al.
On the West by lands of Arthur Huber, Fannie Schuck et al.
and containing 90 acres, more or less, with the right of ingress and egress to and from the same.

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

Cont'd

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

Payment of all money due Grantors hereunder may be made to Florence M. Huber by check made payable to her order and mailed to her at R.D. 4, Ashland, Ohio.

In Witness Whereof, the Parties hereto have hereunto set their hands this 28 day of October, 1952.

Signed and acknowledged in the presence of:

J. M. Whitney
Carl Huber

Florence M. Huber
Arthur L. Huber

STATE OF OHIO :
COUNTY OF ASHLAND: SS.

Personally appeared before me, a Notary Public in and for said County Florence M. Huber, Arthur L. Huber who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 28th day of October, 1952.

J. M. Whitney
Notary Public

Received for Record Nov. 13th, 1952 (SEAL)
at 8:05 o'clock A.M.
Recorded November 13th, 1952.
Art R. Tucker, Recorder.

**********

RIGHT OF WAY No. 29298 ✓ Fee $2.00

For and in Consideration of One Dollar to them in hand paid, receipt of which is hereby acknowledged, and the further consideration of twenty-five cents (25¢) per lineal rod, to be paid when such grant shall be used or occupied F. B. Manbeck (hereinafter called the Grantor) do hereby grant to THE OHIO FUEL GAS COMPANY (hereinafter called the Company), its successors and assigns, the right to lay a pipe line over and through the premises hereinafter described, and to maintain, operate without restriction or limitation, repair, replace and remove same, together with valves and other necessary appurtenances on lands in Lot---, Section 16, Montgomery Township, Ashland County, Ohio, situated in Qr. Twp. No.--, Township No.--, Range No.--, and bounded as follows:

On the North by lands of City of Ashland
On the East by lands of Public Road
On the South by lands of Mrs. Helen Murry
On the West by lands of Guy Landis
and containing 15 acres, more or less, with the right of ingress and egress to and from the same.

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

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

Payment of all money due Grantor hereunder may be made to F. B. Manbeck by check made payable to his order and mailed to him at R.D.#2 Ashland, Ohio.

In Witness Whereof, the Parties hereto have hereunto set their hands this 10th day of October 1952.

Signed and acknowledged in the presence of:

Lera A. Markley
Chas. C. Chapman

F. B. Manbeck
Lottie Manbeck

STATE OF OHIO :
COUNTY OF ASHLAND: SS.

Personally appeared before me, a Notary Public in and for said County F. B. Manbeck and Lottie Manbeck, his wife, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 10th

147932 √ 41-144

No. 29307 Fee $3.75

Form C-3 C S D THE COL. B. & MFG. CO. 9071-B OIL AND GAS LEASE 1-52-5

TO

THE OHIO FUEL GAS COMPANY

THIS LEASE, Made and entered into this 28 day of October A. D., 1952 by and between Florence M. Huber and Arthur L. Huber, wife & husband hereinafter called the Lessor and THE OHIO FUEL GAS COMPANY, an Ohio corporation, called the Lessee.

WITNESSETH: That Lessor, in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby grant to the Lessee all the oil and gas in and under the lands hereinafter described, together with the exclusive right at all times to enter thereon and drill for, produce and market oil and gas and the exclusive right to inject, store and remove gas, regardless of the source thereof, in and from the oil and gas strata underlying said premises and to possess, use and occupy so much of said premises as is necessary and convenient for the purposes herein specified for a term of twenty (20) years and so much longer thereafter as oil or gas is produced therefrom in paying quantity or gas is being injected and stored therein or removed therefrom, or gas is made available for purchase by Lessor as herein provided said lands being situated in

Section No. 9-4 Township of Vermillion

County of Ashland and State of Ohio, bounded substantially as follows: 80 acres, Sec. 9 ; 10 acres Sec. 4

On the North by the lands of Robert G. Spencer - Tully C. Fox ; Winfield McClure

On the East by the lands of Arthur Huber ; Arthur Huber

On the South by the lands of Fannie Schuck, et al ; Arthur Huber

On the West by the lands of Funnie Schuck, et al ; Arthur Huber

Containing Ninety (90) acres, more or less.

If, at the end 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 is found on said premises in paying quantity, or said premises are utilized for storage purposes. No well shall be drilled within 300 feet of the barn or dwelling on said premises without the consent of Lessor.

Lessee shall deliver to the Lessor in tanks or pipe lines one-eighth (⅛) of the oil produced and saved from the premises and shall pay for each gas well from the time and while gas is being marketed, injected, stored or removed an annual rental of Two Hundred Dollars ($200.00) payable quarterly.

Should casinghead gas be marketed from any oil well however, the annual rental shall be twenty-five dollars ($25.00) per year for the use of said casinghead gas.

Lessee shall drill a well producing oil or gas in paying quantity or a well to be utilized for storage purposes on said premises xxx by Dec. 13, 1952 xxxxxx or pay to Lessor Twenty-two and 50/100 Dollars (22.50) each three months thereafter until such well is drilled or this lease surrendered. If a gas well be completed before the end of the term for which rental has been paid for delay, the unearned portion of said rental shall be a credit on the gas well rental. When the last well operated under this lease is abandoned, then Lessee, if it elects to hold this lease, shall resume the payment of land rentals provided for herein and continue the same until a well producing oil or gas in paying quantity, or a well to be utilized for storage is drilled or this lease surrendered.

Lessee shall bury, when so requested by Lessor, all pipe lines used to conduct gas or oil off the premises and shall pay all damage to growing crops caused by operations under this lease.

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 one dwelling house on said land, at Lessor's own risk, subject to the use and the right of abandonment of the well by 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 taken each year shall be paid for at the rate provided in the current established schedule of rates filed with the Public Utilities Commission of Ohio applicable in the immediate vicinity of the point at which gas is to be delivered to Lessor. If no established schedule of rates is applicable in that vicinity, then the rate prevailing in the nearest municipality served by The Ohio Fuel Gas Company shall apply. Lessor agrees to pay for all gas so delivered within ten (10) days after the bill for the monthly reading period has been issued, and any such payment that becomes delinquent may be deducted from subsequent payments due Lessor under this lease. Measurement and regulation shall be by meter and regulators set at the tap at the well. This privilege is upon condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas.

Acreage rentals, or rentals on any well, or wells paid and to be paid, as herein provided, are and will be accepted by Lessor 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 or storage wells on adjoining or adjacent premises. Should it be determined that Lessor owns only a fraction of the fee-simple in the oil and gas in the above described lands, then Lessor shall receive such fraction only of the rentals and royalties above specified. This lease shall extend to and bind any interest or estate in the oil and gas in the above described lands and in the underlying oil and gas strata hereafter acquired by Lessor.

Payment of all moneys due on this lease may be made, XXXXXXXXXX to Florence M. Huber;

xxxxxxxx xxxxxxxx

xxxxx xxxxx or by check made payable to her order and mailed to her at R. D. 4, Ashland, Ohio.

Lessee is to have the privilege of using sufficient oil, gas, or water for operating the premises and the right at any time during the term of this lease or within a reasonable time after its surrender or expiration to remove any machinery or fixtures placed on said premises and further, upon the payment to the Lessor of one dollar and all amounts due hereunder, Lessee shall have the right to surrender this lease or any portion thereof, by quit-claiming to Lessor the whole or any part of the leasehold it elects to surrender, or by returning to Lessor the lease with the endorsement of surrender thereon, or by filing for record in the county where the lease is recorded, the quit-claim or the endorsement of surrender, either of which shall be a valid and complete surrender of this lease as to all of the said premises or such portion thereof as the surrender shall indicate and a cancellation of all liabilities under same of each and all parties hereto to the extent indicated in the quit-claim or surrender, and the acreage rental 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 lands herein described. Lessee shall have the right at any time to redeem for Lessor, or otherwise acquire by payment, any mortgages or any other liens 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 Lessee were the original owner of said mortgage or lien. Lessee shall also have the right to reimburse itself by applying to the discharge of said mortgage or other lien, or payments made by it, the rentals and royalties accruing hereunder.

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

Signed and Acknowledged in the Presence of:

J. M. Whitney
Carl Huber

Florence M. Huber
Arthur L. Huber

THE STATE OF OHIO
COUNTY OF Ashland } ss.

Personally appeared before me, a Notary Public in and for said County, Florence M. Huber, Arthur L. Huber who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 28th day of October, A. D. 1952.

(SEAL)

J. M. Whitney
Notary Public

THE STATE OF OHIO
COUNTY OF } ss.

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 seal this day of , A. D. 19

Received for record November 14, 1952 at 8:20 A.M.

Recorded November 14, 1952

Art B. Tucker County Recorder

While this lease is held without production, Lessor, as part consideration for granting it, shall have the right to lay a service line to Lessee's nearest pipe line and purchase gas for domestic use on the leased premises at Lessor's own risk and at the current published rates of Lessee for rural domestic consumers in Ashland County. Lessor shall subscribe to Lessee's rules and regulations for limited time gas service. This lease shall continue at Lessee's option so long as gas service is made available to Lessor but Lessee may at any time abandon its pipe line and discontinue service without liability to Lessor

RELEASE

THE OHIO FUEL GAS CO., Lessee, having paid to the Lessor one dollar and all amounts due hereunder, and having elected to surrender the within lease and all its rights hereunder, does hereby surrender and cancel the same and hereby endorses its surrender hereon.

IN WITNESS WHEREOF, it has hereunto set its hand, this day of , A. D., 19

WITNESS:

THE OHIO FUEL GAS COMPANY.

By
Vice-President.

-26-18 For Memorandum see OR Vol. 954 pg. 1868-1905
-9-18 For Memorandum see O.R. Vol 931 pg 587-661
2-20-18 For Collection see O.R. Vol 929 pg 975-1259-A
10-17-17 for Agreement see OR Vol. 918 pgs 406-486.

SIGNED 5/2/12
717 Pg 559-693

40-319

No. 23325 Fee $2.00

Fuel Foster Company Mich. O. Ingal

TO
THE OHIO FUEL GAS COMPANY

THIS LEASE, Made and entered into this 9th day of Feb. A. D., 19 51 by and between A. L. Huber and Florence M. Huber, husband and wife, hereinafter called the Lessor and THE OHIO FUEL GAS COMPANY, an Ohio corporation, called the Lessee.

WITNESSETH: That 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 the oil and gas in and under the lands hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water and to possess, use and occupy so 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 twenty (20) years and so much longer thereafter as oil or gas is produced in paying quantities, thereon, all of that certain tract of land situate in Section No. 4 and 9, Township of Vermillion County of Ashland and State of Ohio, bounded substantially as follows:

On the North by the lands of Winfield McClure - Maud Rohleder
On the East be the lands of Maud Rohleder - Kenneth Koegler - Karl V. Swineford
On the South by the lands of Karl V. Swineford - Golda P. Kennedy
On the West by the lands of C. C. Schuck - Maud D. Rohleder - Tulley C. Fox

containing One Hundred (100) acres, more or less, being all the land owned by Lessor in said Township. 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 is found on said premises in paying quantities, in the judgement of the Lessee. No well shall be drilled within 200 feet of the barn or dwelling on said premises without the consent of the Lessor.

In consideration of the premises the said parties covenant and agree as follows:

Lessee shall deliver to the Lessor in tanks or pipe lines one-eighth (1/8) of the oil produced and saved from the premises and shall pay for the product of each gas well from the time and while gas is marketed an annual rental of Two Hundred and no/100 Dollars ($ 200.00 ) payable quarterly.

Should casinghead gas be marketed from any oil well however, the annual rental shall be twenty-five dollars ($25.00) per year for the use of said casing head gas.

Lessee shall drill a well producing oil or gas in paying quantity on said premises within three months from this date or pay to Lessor Twenty-five and no/100 Dollars ( 25.00 ) each three months thereafter until such well is drilled or this lease surrendered. If a gas well be completed before the end of the term for which rental has been paid for delay, the unearned portion of said rental shall be a credit on the gas well rental. When the last well producing under this lease is abandoned, then Lessee, if it elects to hold this lease, shall resume the payment of the land rentals provided for herein and continue the same until a well producing oil or gas in paying quantity shall be drilled or this lease surrendered.

Lessee shall bury, when so requested by Lessor, all pipe lines used to conduct gas or oil off the premises and to pay all damage to growing crops caused by operations under this lease.

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 one dwelling house on said land, at Lessor's own risk, subject to the use and the right of abandonment of the well by Lessee. The first [illegible] hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of [illegible] hundred thousand cubic feet taken each year shall be paid for at the rate provided in the current established schedule of rates filed with the Public Utilities Commission of Ohio applicable in the immediate vicinity of the point at which gas is to be delivered to Lessor. If no established schedule of rates is applicable in that vicinity, then the rate prevailing in the nearest municipality served by The Ohio Fuel Gas Company shall apply. Lessor agrees to pay for all gas so delivered within ten (10) days after the bill for the monthly reading period has been issued, and any such payment that becomes delinquent may be deducted from subsequent payments due Lessor under this lease. Measurement and regulation shall be by meter and regulators set at the tap on the well line. This privilege is upon condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas.

Acreage rentals, or royalties on any well, or wells paid and to be paid, as herein provided, are and will be accepted by Lessor as adequate and full consideration to render it optional with the 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 owns only a fraction of the fee-simple in the oil and gas in the above described lands, then Lessor shall receive such fraction only of the rentals and royalties above specified. This lease shall extend to and bind any interest or estate in the oil and gas in the above described lands hereafter acquired by Lessor.

Payment of all moneys due on this lease may be made, by cash or check, to A. L. Huber by deposit to ..... credit in The ..... Bank of ..... Ohio; or by check made payable to his order and mailed to him at R.F.D. #4, Ashland, Ohio.

Lessor agrees that Lessee is to have the privilege of using sufficient oil, gas or water, for operating the premises and the right at any time during the term of this lease or within a reasonable time after its surrender or expiration to remove any machinery or fixtures placed on said premises and further, upon the payment to the Lessor of one dollar and all amounts due hereunder, Lessee shall have the right to surrender this lease or any portion thereof, by quit-claiming to Lessor the whole or any part of the leasehold it elects to surrender, or by returning to Lessor the lease with the endorsement of surrender thereon, or by filing for record in the county where the lease is recorded, the quit-claim or the indorsement of surrender, either of which shall be a valid and complete surrender of this lease as to all of the said premises or such portion thereof as the surrender shall indicate and a cancellation of all liabilities under same of each and all parties hereto to the extent indicated in the quit-claim or surrender, and the acreage rental 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 lands herein described. Lessee shall have the right at any time to redeem for Lessor, or otherwise acquire by payment, any mortgages or any other liens 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 Lessee were the original owner of said mortgage or lien. Lessee shall also have the right to reimburse itself by applying to the discharge of said mortgage or other lien, or payments made by it, the rentals and royalties accruing hereunder.

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

Signed and Acknowledged in the Presence of:

J. M. Whitney
Bud H. Stumbaugh

A. L. Huber
Florence M. Huber

THE STATE OF OHIO
COUNTY OF Ashland } ss.

Personally appeared before me, a Notary Public in and for said County, A. L. Huber and Florence M. Huber, husband and wife, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 9th day of Feb., A. D. 19 51.

(SEAL) J. M. Whitney
Notary Public

THE STATE OF OHIO
COUNTY OF ..... } ss.

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 ..... seal this ..... day of ....., A. D. 19....

Received for record March 2, 1951 at 2:1PM.
Recorded March 2, 1951
Art R. Tucker, County Recorder

RELEASE

THE OHIO FUEL GAS CO., Lessee, having paid to the Lessor one dollar and all amounts due hereunder, and having elected to surrender the within lease and all its rights hereunder, does hereby surrender and cancel the within lease and all its rights hereunder, being IN WITNESS WHEREOF, it has hereunto set its hand, this day of A. D. 19

WITNESS:

By

THE OHIO FUEL GAS COMPANY

Vice-President

* The producing gas well on said premises, drilled by Lessee's predecessor, E. C. McManaway, under date of 8/5/1950 and identified as Lessee's Well No. 1-8888, together with the production thereof, all pipe and material therein and operating equipment around the said well, is the property of Lessee, its successors and assigns, and shall be maintained, operated, utilized and finally abandoned the same as though it had been drilled under this lease. No acreage rental shall accrue while said well is being utilized.

10-17-17 Per Agreement see OR Vol. 918 Pgs 406-486.
2-20-18 For Correction see O.R. Vol 829 Pg 985-1259A
3-9-18 For Memorandum see O.R. Vol 831 Pg 527-661
10-26-18 For Memorandum See OR Vol. 954 Pg 1868-1905

PART ASSIGNED 5/2/12
VOL 717 Pg. 559

39-564

In Witness Whereof, the said Lessor and Lessee have hereunto set their hands.
Signed and acknowledged in the presence of:

J. M. Whitney
Mrs. Earl Moore

Clifford D. Shopbell
Grace Shopbell

G. W. Shaw
Mildred Hughes

The Ohio Fuel Gas Company

By W. E. Ferguson
Manager-Production

The State of Ohio
County of Ashland, ss.

Personally appeared before me, a Notary Public in and for said County, Clifford D. Shopbell and Grace Shopbell, husband & wife, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 22nd day of Jan. A.D. 1952.

(SEAL) J. M. Whitney
Notary Public

Received for record March 15, 1952
at 8:01 o'clock A.M.
Recorded March 15, 1952
Art R. Tucker, Recorder

**********

Well Reduction No. 27047 Fee $1.50
Lease No. 111906
Well No. 1-6179

Agreement, made this 22nd day of January, A.D. 1952, by and between Royal W. Stark and Helen E. Stark, husband & wife, hereinafter called the Lessor, and The Ohio Fuel Gas Company, an Ohio Corporation, hereinafter called Lessee.

Whereas, gas well known as No. 1-6179, located on lands situate in Lot 50, Township of Sullivan, County of Ashland and State of Ohio, containing 94 acres, more or less, drilled on said premises under a lease from Louis Losoncy and Nellie Losoncy to The Ohio Fuel Gas Company, which lease is dated July 19th, 1933, and recorded in Volume 30, page 594 of Ashland County Lease Records, has so declined in volume as to justify and require theredution of the gas well rental.

Therefore, this agreement witnesseth that, for and in consideration of the premises and one dollar, the receipt of which is hereby acknowledged, the Lessor hereby agrees that the annual gas well rental to be paid for said well shall be reduced from $200.00 per year to $150.00 per year, payable quarterly, for such time hereafter as the gas is marketed therefrom.

Payment of all moneys due Lessor on this lease and agreements supplemental thereto may be made to Royal W. & Helen E. Stark by check made payable to their order and mailed to them at R.D., Sullivan, Ohio.

It is understood that this agreement shall not change or modify said original lease in any other respect, but the same shall be and remain in full force and effect in all itsother provisions for the full unexpired term thereof, and the rights of the respective parties, their successors and assigns, under said original lease, shall be and remain unaffected in all ways save and except as herein modified.

In Witness Whereof, the said Lessor and Lessee have hereunto set their hands.
Signed and acknowledged in the presence of

J. M. Whitney
Marilyn Stark

Royal W. Stark
Helen E. Stark

G. W. Shaw
Mildred Hughes

The Ohio Fuel Gas Company

By W. E. Ferguson
Manager - Production

The State of Ohio
County of Ashland, ss.

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

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 22nd day of Jan. A.D. 1952.

(SEAL) J. M. Whitney
Notary Public

Received for record March 15, 1952
at 8:02 o'clock A.M.
Recorded March 15, 1952
Art R. Tucker, Recorder

**********

Right of Way No. 27267 Fee $2.00

For and in consideration of One Dollar to -- in hand paid, receipt of which is hereby acknowledged, and the further consideration of One Dollar ($1.00) per lineal rod, to be paid when such grant shall be used or occupied A. L. Huber and Florence M. Huber, husband& wife, (hereinafter called the Grantor) do hereby grant to The Ohio Fuel Gas Company (hereinafter called the Company), its successors and assigns, the right to lay a pipe line over and through the premises hereinafter described, and to maintain, operate without restriction or limitation, repair, replace and remove same, together with valves and other necessary appurtenances on lands in Lot --, Sections 9-4, Vermillion Township, Ashland County, Ohio, situated in Qr. Twp. No. --, Township No. --, Range No. --, and bounded as follows:
On the North by lands of Winfield McClure, Maud R. Rohleder
On the East by lands of Kenneth Koegler, Karl V. Swineford
On the South by lands of Karl V. Swineford, Golda P. Kennedy
On the West by lands of Tully C. Fox, M. R. Rohleder, C. C. Schuck

and containing 100 acres, more or less, with the right of ingress and egress to and from the same.

(Cont'd)

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

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

Payment of all money due Grantor hereunder may be made to A. L. Huber by check made payable to his order and mailed to him at R.D. 4, Ashland, Ohio.

In Witness Whereof, the parties hereto have hereunto set their hands this 24 day of March, 1952.

Signed and acknowledged in the presence of:
J. M. Whitney
Margaret Huber

A. L. Huber
Florence M. Huber

State of Ohio
County of Ashland, ss.

Personally appeared before me, a Notary Public in and for said County A. L. Huber, and Florence M. Huber, husband & wife, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 24 day of March, 1952.

(SEAL) J. M. Whitney
Notary Public

Received for record April 4, 1952
at 8:00 o'clock A.M.
Recorded April 4, 1952
Art R. Tucker, Recorder

**********

Right of Way ✓ No. 27268 Fee $2.00

For and in consideration of One Dollar to them in hand paid, receipt of which is hereby acknowledged, and the further consideration of one dollar ($1.00) per lineal rod, to be paid when such grant shall be used or occupied John B. Hawks and Hazel Hawks, husband & wife, (hereinafter called the Grantors) do hereby grant to The Ohio Fuel Gas Company (hereinafter called the Company), its successors and assigns, the right to lay a pipe line over and through the premises hereinafter described, and to maintain, operate without restriction or limitation, repair, replace and remove same, together with valves and other necessary appurtenances on lands in Lot --, Section 7, Vermillion Township, Ashland County, Ohio, situated in Qr. Twp. No. Township No. --, Range No. -- and bounded as follows:

On the north by lands of Cemetery, Public Road Melvin Wells
On the East by lands of Cemetery, Frank Baxter, J. L. Dailey, et al
On the South by lands of J. L. Dailey et al, Raymond Schuck, Wells
On the West by lands of M. Wells, Township line Road, Cemetery

and containing 102 acres, more or less, with the right of ingress and egress to and from the same.

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

While gas is conveyed through said premises, Grantor, their heirs and assigns, shall have the right to purchase gas for domestic use in one dwelling on said premises, subject to the Company's rules and regulations at the rate provided in the current established rate schedule filed with the Public Utilities Commission of Ohio applicable in the territory where gas is to be delivered. If no established rate schedule is applicable in said territory, then the rate prevailing in the nearest community served by the Company shall

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39 — 29

No. 21302 Fee $1.75

THIS AGREEMENT, made and entered into this 12 day of June A.D. 19 50, by and between Maude Rohleder

of the County of Ashland, State of Ohio, hereinafter called the "Lessor," and E. C. McManaway hereinafter called 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 the constituents of either in and under the following described lands together with the exclusive right to the Lessee to enter upon said lands at all times for the purpose of drilling or operating for oil and gas and the constituents of either, and to erect and maintain all buildings and structures, and to lay and maintain all pipe lines and surface rods under, on and across said premises and to do any and all things necessary, convenient and incident to the production and transportation, alone or co-jointly with neighboring lands of oil, gas and water for a term of twenty (20) years and so much longer thereafter as oil, gas or their constituents are produced in paying quantities, thereon, to wit: All that certain tract of land situated in Section 9 & 4 Township of Vermillion County of Ashland State of Ohio, and bounded substantially as follows:

On the North by lands of C. D. Landis & T. C. Fox & Winfield McClure Feb 18 1951

On the East by lands of A. L. Huber

On the South by lands of C. C. Schuck & A. L. Huber

On the West by lands of C. C. Schuck & A. L. Huber

containing Ninety acres (90) acres, more or less.

~~For Transfer of this Lease~~ ~~see Volume 39 Page 642~~

For Transfer of this Lease see Volume 39 Page 24

For Transfer of this Lease see Volume 39 Page 511

In consideration of the premises the said parties covenant and agree as follows:

1. Lessee to deliver to the Lessor in tanks or pipe lines one-eighth (⅛) of the oil produced and saved from the premises and to pay for the product of each gas well from the time and while gas is marketed an annual rental of two hundred dollars ($200.00) payable quarterly.

2. Lessee shall commence a well on the above described premises of the Lessor within One day from this date, or Lessor may request payment of land rental thereafter in the amount of Twenty two 50/00 Dollars ($ 22.50) each three months until such a well is commenced or this lease surrendered. Within fifteen days after the receipt of such written request from Lessor for payment of land rental, Lessee shall make such payment, or thereupon this lease shall become null and void, and all rights, privileges and obligations of both Lessor and Lessee under this agreement shall be void.

3. The drilling of a non-producing well on this lease shall continue same in force and effect for a period of one year without payment of land rentals.

4. Payment of all moneys due on this lease may be made by cash or by check deposited to the credit of Maude Rohlender in the ..... Bank, of ....., or by check mailed to her at .....

5. If all the wells drilled under this agreement shall become exhausted and abandoned then Lessee shall resume the payment of the land rentals provided for herein and continue the same until a well producing oil or gas in paying quantities shall be drilled or this lease surrendered as provided herein.

6. Lessee to bury below plow depth, when so requested by Lessor, all pipe lines used to conduct gas or oil off the premises and to pay all damage to growing crops caused by operations under this lease.

7. Lessor may lay a line to any gas well on said lands and take gas produced from said well for use for lights and heat in one dwelling house on said land, at lessor's own risk, with economical gas appliances, subject to the use and the right of abandonment of the well by 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 taken in each year shall be paid for at the current rate.

8. It is agreed that the acreage rentals, or royalties on any well, or wells paid and to be paid, as herein provided, are and will be accepted by Lessor 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 owns only a fraction of the fee-simple in the oil and gas in the above described lands, then Lessor shall receive such fraction only of the rentals and royalties above specified. This lease shall extend to and bind any interest or estate in the oil and gas in the above described lands hereafter acquired by Lessor.

9. No well shall be drilled within 200 feet of the present buildings on said premises of the Lessor without the written consent of the Lessor.

10. Any misunderstandings or differences arising from operations under this agreement shall be adjusted by arbitration.

11. 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 during the term of this lease or within a reasonable time after its surrender or expiration to remove any machinery or fixtures placed on said premises. Said Lessee shall have the right to surrender this lease or any portion thereof by written notice to Lessor describing the portion of the above tract that it elects to surrender or by returning to Lessor the lease with the endorsement of surrender thereon or recording the surrender of this lease on the margin of the record hereof, either of which shall be a full and legal surrender of this lease to all of said tract or such portion thereof as said surrender shall indicate and a cancellation of all liabilities under same of each and all parties hereto, to the extent indicated on said surrender, and the acreage rental hereinbefore 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.

12. 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 lands 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 mortgages or any other liens 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 Lessee were the original owner of said mortgage or lien.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.
Signed and Acknowledged in the Presence of:

| | |
|---|---|
| Mrs. A. L. Huber | Maude Rohleder Jones |
| D. G. Fetzer | W. E. Jones |

THE STATE OF OHIO
County of Ashland ss.,
Personally appeared before me, a Notary Public in and for said County,
Maude Rohleder Jones and W. E. Jones, 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 notarial seal this 23 day of June A.D. 1950

Donald G. Fetzer
Notary Public

My commission expires 3/17/51 (Seal)

THE STATE OF OHIO
County of ..... ss.,
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 notarial seal this ..... day of ..... A.D. 19.....

My commission expires .....

RELEASE

Lessee, having paid to the Lessor all amounts due hereunder and having elected to surrender the within lease and all its rights thereunder, does hereby surrender and cancel the same and hereby endorses his surrender hereon.

IN WITNESS WHEREOF, they have hereunto set their hand, this ..... day of ..... A. D. 19.....

Received for record July 24, 1950
at 3:15 o'clock P.M.
Recorded July 25, 1950

Peter Huber, et al )
) In consideration of One Dollar ($1.00), to each of us in hand paid, the receipt of which is hereby acknowledged, we, the undersigned, consent that The Logan Natural Gas and Fuel Company, its successors and assigns, may lay, maintain and operate and remove pipe lines along the public road, adjoining our several premises, the pipes to be laid so as not to interfere with drainage and without injury to the road.
)
To )
)
Logan Gas Co. )

| Witness | Name | Date | Township | County | State |
|---|---|---|---|---|---|
| C.W.Barton<br>W.A.Pannabecker | Peter Huber | 7/25 - 10 | Vermillion | Ashland | Ohio |
| C.W.Barton<br>W.A.Pannabecker | Amanda Horning | " | " | " | " |
| C.W.Barton<br>W.A.Pannabecker | N.D.Ryland | " | " | " | " |
| C.W.Barton<br>W.A.Pannabecker | L.D.Rohleder | " | " | " | " |
| C.W.Barton<br>W.A.Pannabecker | W.P.Yeater | 7/26 - 10 | " | " | " |
| C.W.Barton<br>W.A.Pannabecker | H.J.Long | " | " | " | " |
| C.W.Barton<br>W.A.Pannabecker | D.P.Herschler | " | " | " | " |
| C.W.Barton<br>W.A.Pannabecker | E.M.Snenberger | " | " | " | " |
| C.W.Barton<br>W.A.Pannabecker | P.C.Boyer | " | " | " | " |
| C.W.Barton<br>W.A.Pannabecker | B.F.Barr | " | " | " | " |
| C.W.Barton<br>W.A.Pannabecker | A.Barr | " | Mifflin | " | " |
| C.W.Barton<br>W.A.Pannabecker | J.W.Reed | " | Milton & Montgomery | " | " |
| C.W.Barton<br>W.A.Pannabecker | R.C.Beer | " | Montgomery | " | " |
| C.W.Barton<br>W.A.Pannabecker | C.C.Leiter | " | Milton | " | " |
| C.W.Barton<br>W.A.Pannabecker | George Smith | " | Montgomery | " | " |
| C.W.Barton<br>W.A.Pannabecker | D.C.Herschler | " | " | " | " |
| C.W.Barton<br>W.A.Pannabecker | John Herschler | 7/27 - 10 | Vermillion | " | " |
| C.W.Barton<br>W.A.Pannabecker | W.H.McAdoo | " | Montgomery | " | " |
| C.W.Barton<br>W.A.Pannabecker | Elizabeth Fackler | " | " | " | " |
| C.W.Barton<br>W.A.Pannabecker | Henry Sheller | " | Vermillion | " | " |
| C.W.Barton<br>W.A.Pannabecker | W.S.Hoover | " | Montgomery | " | " |
| C.W.Barton<br>W.A.Pannabecker | A.S.Aten | " | " | " | " |
| C.W.Barton<br>W.A.Pannabecker | A.N.Boyer | " | Montgomery & Vermillion | " | " |
| C.W.Barton<br>W.A.Pannabecker | E.Sheller | " | Montgomery & Vermillion | " | " |
| C.W.Barton<br>W.A.Pannabecker | J.W.Cross | " | Vermillion | " | " |
| C.W.Barton<br>W.A.Pannabecker | C.C.Fox | July 28-10 | " | " | " |
| C.W.Barton<br>W.A.Pannabecker | Wm. Sheller | " | " | " | " |
| C.W.Barton<br>W.A.Pannabecker | C. Brubaker | " | Montgomery | " | " |
| C.W.Barton<br>W.A.Pannabecker | W.H.Hershey | " | " | " | " |
| C.W.Barton<br>W.A.Pannabecker | Mose Roland | " | Milton | " | " |
| C.W.Barton<br>W.A.Pannabecker | August Melching | " | " | " | " |
| C.W.Barton<br>W.A.Pannabecker | Philip Baun | " | " | " | " |
| C.W.Barton<br>W.A.Pannabecker | Sol Baun | " | " | " | " |
| C.W.Barton<br>W.A.Pannabecker | her<br>Barbra X Root<br>mark | " | " | " | " |
| C.W.Barton<br>W.A.Pannabecker | Lewis Sattler | " | " | " | " |

For Transfer of this Right-of-Way see Volume 24, Page 285

Sig. V.H. Orr Engr. 415 710 Vermont Co. Ohio
Recorded by Dick
Sept. 16, 1968
Ord D. Kline, Rolland R. Orr Engr.
by J. Engelhart, Deputy

| Witness | Name | Date | Township | County | State |
|---|---|---|---|---|---|
| C.W.Barton<br>W.A.Pannabecker | M.M.Young | July 29-10 | Montgomery | Ashland | Ohio |
| C.W.Barton<br>W.A.Pannabecker | K.A.Smith | " | " | " | " |
| C.W.Barton<br>W.A.Pannabecker | R.E.Ferguson | " | " | " | " |
| C.W.Barton<br>W.A.Pannabecker | Frank J.Budd | " | " | " | " |
| C.W.Barton<br>W.A.Pannabecker | John M.& F.E.Shank | " | " | " | " |

State of Ohio

County of Ashland.

On this twenty-ninth day of July 1910, before me a Notary Public, in and for said county, personally appeared the within named, Peter Huber, Amanda Horning, N.D.Ryland, L.D.Rohleder, W.P.Yeater, H.J.Long, D.P.Hirschler, E.M.Shanberger, P.O.Boyer, B.F.Barr, A.Barr, J.W.Reed, R.C.Beer, C.C.Leiter, George Smith, D.C.Hirschler, John Herschler, W.H.McAdoo, Elizabeth Packler, Henry Sheller, W.S.Hoover, A.S.Aten, A.N.Boyer, E. Sheller, J.W.Cross, C.C.Fox, William Sheller, C.Brubaker, W.H.Hershey, Mose Roland, August Melching, Philip Baum, Sol Baum, Barbra her X mark Root, Lewis Sattler, M.M.Young, R.E.Ferguson, Frank J.Budd, John M.Shank and F.E.Shank, and acknowledged that they did sign and seal the within instrument and that the same is their free act and deed for the uses and purposes therein named.

Witness my hand and official seal, the day and year written above.

C.W.Barton,

Notary Public in and for Ashland County, Ohio. (SEAL).

Filed Feb. 2" 4:28 P.M. 1911.
Recorded Feb. 3" 1911.

Recorder.

oooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooooo

See certificate release of Mortgage Recorded in Vol. 339 Pages 487, 488 Ashland Co. Ohio Sept. 16, 1968

George rohleder-
To
The Ohio Fuel Supply Co.

This Agreement Made this 17" day of July A.D.1905 between George rohleder & Mary rohleder his wife hereinafter called the Lessor, and The Ohio Fuel Supply Company, hereinafter called the Lessee, Witnesseth That at the Lessor, in consideration of one dollar, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby grant unto the Lessee for the term of ten years (and so long thereafter as oil or gas is produced from the lands leased and royalty and rentals paid by Lessee therefor) all the oil and gas in and under the lands hereinafter described, together with the exclusive right to drill for, produce and marketsaid oil and gas and to possess so much of said lands as may be necessary or convenient to such operations, the right to use oil, gas and water from said lands in operations thereon and the right to remove, at any time, any and all property placed by Lessee in or upon said premises. Said land bounded and described as follows:-

On the North by lands of Public road.
On the East by lands of P.Hubler.
On the South by lands of Margaret Schuck
On the West by lands of Margaret Schuck.

and Situate in Vermillion Township Ashland County Ohio, and containing Eight (80) acres more or less. To have and to hold said premises for said purposes for and during the term aforesaid. No well to be drilled within 300 feet of the barn or dwelling house without the Lessor's consent. The Lessee to deliver to Lessor in tanks or pipe line One-Eighth (1/8) of all oil produced and saved from the premises, and to pay for each gas well from the time and while the gas is marketed an annual rental of Two hundred Dollars ($200.) payable quarterly. Lessee agrees to bury, when requested so to do by Lessor, all pipe lines used to conduct gas off the premises, and to pay all damage to growing crops caused by operations under this lease. Lessor shall be entitled to gas free of cost for domestic use in one dwelling on said premises from any gas well thereon, so long as Lessee shall operate the same and the pressure is sufficient for such use and shall use said gas at his own risk with economical gas burning appliances (subject to Lessee's approval) and Lessee shall not be liable for an insufficient supply from any cause whatever. Lessee agrees to drill a well on said premises within one year from this date or pay to Lessor Forty Dollars ($40-) each year thereAfter until such well is drilled or this lease surrendered. If a gas well be completed before the end of the term for which rental has been paid for delay, the unearned portion of said rental shall be a credit on the gas well rental. And it is agreed that, upon the payment to the Lessor of one dollar and all amounts due hereunder, said Lessee shall have the right to surrender this lease by returning it to Lessor, with the endorsement of a surrender thereon, or recording such endorsement of surrender in the proper county on the margin of the record hereof, either of which shall be a full and legal surrender of this lease and Lessee's rights, and a cancellation of all liabilities under this lease of each and all parties hereto. Payment of all moneys due under this lease may be made by cash or check to Geo, rohleder by deposit to his credit in The 1" Nat.Bank of Ashland Ohio; or by a check made payable to his order and mailed to him at Ashland O.P.O. ohio.

All Grants, conditions, terms and limitations between the parties hereto shall extend to their heirs, executors, administrators, successors or assigns.

In Witness Whereof, We, the parties have hereunto set our hands.

Signed and acknowledged in presence of
Upton Andress
J.H.McConnell

George rohleder.
Mary rohleder
The Ohio Fuel Supply Co.
By F.W.Crawford.

The State of Ohio, County of Ashland, SS.

Personally appeared before me, a Notary Public in and for said County George rohleder & Mary rohleder his wife 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 notorial seal this 17" day of July A.D.1905.

Upton Andress. Notary Public. (SEAL).

Filed Aug.31" 8.25 A.M.1905.
Seth Gongwer recorder.

Client: Castle | Index #: 14591 | GOODWIN RESEARCH LLC CELL: 419-543-0872 Abstract of Title Report

Order No: 2025100442 | County: Ashland

Search Type: Full (Comm. Fee) | Effective Date: 9-29-25 @8:00am Recorder's Certified Date: 9-29-25

SCANNED

**TITLE VESTING**

Buyer's Name: TBD | Checked for Liens: ☐

Title Vested In: Huber Farm, LLC, an Ohio Limited Liability Company

Grantor: Michael C. Huber and Ann M. Emmons, Co-Trustees etc.

OR Volume: 968 Page: 3817 Dated: 12-22-20 Filed: 12-23-20 @ 9:08am

Instrument: Q-C Note:

**LEGAL**

1. "X" to "X" at Vol/Pg 968-3817 Save & Except "A" to "A" at V/P 981-99 and V/P
2. "X" to "X" at Vol/Pg "A" to "A" at V/P 999-5930 and V/P
3. "X" to "X" at Vol/Pg "A" to "A" at V/P and V/P

Tax Map Approval is Acceptable: Conditional: Not Acceptable: N/A:

Frontage: YES ☒ NO ☐ Note:

**TAX DATA** ☐ See additional tax sheets. Tax Year 24

1. Name: Huber Farm, LLC

Property Address: Twp Rd 1806

PPN: 040-009-0-0003-00 Taxing District: Vermillion Twp

Rng. Twp. Sec. 9 Qtr. NW Acreage/Lot No.: 67.85 Acres (C)

1st ½ 815.64 Due ☐ Paid ☒ Lien ☐ Del. ☐ Pen. & Int.

2nd ½ 815.64 Due ☐ Paid ☒ Lien ☐ Del. ☐ Pen. & Int.

Assessed Valuations: Land: 216260 Building: -0- Total: 216260

Special Assessment for: MWCD Project No.:

1st ½ 1.00 Due ☐ Paid ☒ Lien ☐ Del. ☐ Pen. & Int.

2nd ½ 1.00 Due ☐ Paid ☒ Lien ☐ Del. ☐ Pen. & Int.

Delinquency from Prior Years: -0-

TOTAL TAX DUE: -0-

Reductions per year CAUV: 49110 (Recoupment: Call for) Homestead: -0-

Note:

**ENCUMBRANCES AND LIENS**

✓ Instrument: Agreement for Conditional Limited Time Gas etc. at OR Volume: 979 Page: 2951

To: By and Between: Huber Farm, LLC Tap & delivery of free

✓ and overburn gas provided by Lease

From: To: Columbia Gas Transmission, LLC

Dated: 12-27-21 Filed: 4-25-22 @ 3:02pm In the Amount of:

Note:

✓ Instrument: Agreement for Conditional Limited Time Gas etc. at Deed Volume: 524 Page: 885

To: Columbia Gas of Ohio

✓ From: Carl Huber

Dated: 10-7-81 Filed: 1-22-82 @ — In the Amount of:

Note:

✓ Instrument: Easement Deed Volume: 243 Page: 550

To: Ohio Edison Company

✓ From: Florence M. Huber etal

Dated: 4-13-54 Filed: 4-20-54 @ 8:08am In the Amount of:

Note:

This report is being provided for informational purposes only. It is not Title Insurance. Ericka Goodwin limits her liability with respect to the accuracy of the information set forth herein to the cost of this search.

**This Search does NOT include Uncertified Special Assessments or Board of Revision Inquiries.

Notes: Exam: 150.00

No. of pages contained in this report: 25 pgs

Continuation of:

## ENCUMBRANCES AND LIENS

Instrument: ROW-Easement Deed Volume: 198 Page: 179
To: Frelands Electric Cooperative, Inc.
From: Maud Rohleder Jones
Dated: 10-1-40 Filed: 12-17-40 @ 10:50am In the Amount of:
Note:

Instrument: ROW-Easement OR Volume: 896 Page: 643
To: Frelands Electric Cooperative, Inc.
From: Ann M. Emmons trustee etal
Dated: 2-10-17 Filed: 3-6-17 @ 10:10a In the Amount of:
Note:

Instrument: ROW Lease Volume: 43 Page: 165
To: The Ohio Fuel Gas Company
From: Florence M. Huber etal
Dated: 10-28-52 Filed: 11-13-52 @ 8:05am In the Amount of:
Note:

Instrument: Oil / Gas lease Lease Volume: 41 Page: 146
To: The Ohio Fuel Gas Company
From: Florence M. Huber etal
Dated: 10-28-52 Filed: 11-14-52 @ 8:20am In the Amount of:
Note:

Instrument: Oil / Gas lease Lease Volume: 40 Page: 319
To: The Ohio Fuel Gas Company
From: Florence M. Huber etal
Dated: 2-9-51 Filed: 3-2-51 @ 2:10pm In the Amount of:
Note:

Instrument: ROW Lease Volume: 39 Page: 564
To: The Ohio Fuel Gas Company
From: Florence M. Huber etal
Dated: 3-24-52 Filed: 4-4-52 @ 8am In the Amount of:
Note:

Instrument: Oil / Gas lease Lease Volume: 39 Page: 29
To: E.C. McManaway
From: Maud Rohleder Jones etal
Dated: 6-12-50 Filed: 7-24-50 @ 3:15pm In the Amount of:
Note:

Instrument: Easement Lease Volume: 9 Page: 314
To: The Logan Natural Gas and Fuel Company
From: L.D. Rohleder etal
Dated: 7-25-1910 Filed: 2-2-1911 @ 4:28pm In the Amount of:
Note:

Continuation of:

## ENCUMBRANCES AND LIENS

Instrument: Oil / Gas lease Lease Volume: 5 Page: 228

To: The Ohio Fuel Supply Co.

From: George Rohleder etal

Dated: 7-17-1905 Filed: 8-31-1905 @ 8:25am In the Amount of:

Note:

Instrument: Volume: Page:

To:

No Mortgages Found!

From:

Dated: Filed: @ In the Amount of:

Note:

Instrument: Volume: Page:

To:

From:

Dated: Filed: @ In the Amount of:

Note:

Instrument: Volume: Page:

To:

From:

Dated: Filed: @ In the Amount of:

Note:

Instrument: Volume: Page:

To:

From:

Dated: Filed: @ In the Amount of:

Note:

Instrument: Volume: Page:

To:

From:

Dated: Filed: @ In the Amount of:

Note:

Instrument: Volume: Page:

To:

From:

Dated: Filed: @ In the Amount of:

Note:

Instrument: Volume: Page:

To:

From:

Dated: Filed: @ In the Amount of:

Note:

## CHAIN SHEET



Continuation of:

Brief Legal Description:

| | | | |
|---|---|---|---|
| # | OR VOL 968 PG 3817 | Grantee: | Huber Farm, LLC, an Ohio Lim. Liab. Co. |
| Instrument: | Q-C | Grantor: | Michael C. Huber and Ann M. Emmons Co-Trustees of the Carl E. Huber Trust, dated October 20, 1993 |
| Dated: | 12-22-20 | | |
| Filed: | 12-23-20 @ 9:08am | | |
| Legal: | (C) 80 Ac. NW1/4-9 Vermillion Twp | | |
| Note: | " | | |
| | | Conv: | |

| | | | |
|---|---|---|---|
| # | OR VOL 854 PG 348 | Grantee: | Michael C. Huber and Ann M. Emmons Co-Trustees etc. |
| Instrument: | Affd / Successor Trustee | Grantor: | Huber, Carl E. (dec'd) 2-28-08 |
| Dated: | 2-1-16 | | |
| Filed: | 2-2-16 @ 3:18pm | | |
| Legal: | | | |
| Note: | | | |
| | | Conv: | |

| | | | |
|---|---|---|---|
| # | Deed VOL 581 PG 313 | Grantee: | Carl E Huber Trustee of the Carl E Huber Trust, dated October 20, 1993 |
| Instrument: | Q-C | Grantor: | Huber, Carl E & H. Margaret (H&W) |
| Dated: | 10-20-93 | | |
| Filed: | 10-20-1993 @ 12:19pm | | |
| Legal: | N1/2 of NW1/4-9 (80 Ac) | | ORV. 854-348 - Memo Trust |
| Note: | | | |
| | | Conv: | |

| | | | |
|---|---|---|---|
| # | Deed VOL 248 PG 386 | Grantee: | Huber, Carl E. & H. Margaret |
| Instrument: | WD | Grantor: | Huber, Florence May (A.L.-husb) |
| Dated: | 8-21-53 | | |
| Filed: | 8-27-53 @ 10:32am | | |
| Legal: | (C) 80 Ac NW-9 Vermillion | | |
| Note: | " | | |
| | | Conv: | |

| | | | |
|---|---|---|---|
| # | Deed VOL 227 PG 438 | Grantee: | Huber, Florence May |
| Instrument: | Q-C (refiled to add notary) | Grantor: | Jones, Maud D. Rohleder (W.E.-husb) |
| Dated: | 8-19-39 | | |
| Filed: | 9-6-52 @ 11:20am | | |
| Legal: | 80 Ac | | |
| Note: | Q-C Deed 227-434 To: Same f-8-21-52 from: Same | | |
| | | Conv: | |

| | | | |
|---|---|---|---|
| # | Deed VOL 111 PG 320 | Grantee: | Rohleder, Maud D. |
| Instrument: | Will | Grantor: | Rohleder, Lewis D. (dec'd) |
| Dated: | 2-18-30 | | |
| Filed: | 2-21-1930 @ 11:10a | | |
| Legal: | | | |
| Note: | | | |
| | | Conv: | |

| | | | |
|---|---|---|---|
| # | Deed VOL 117 PG 568 | Grantee: | Rohleder, L.D. |
| Instrument: | Exec. Deed | Grantor: | Rohleder, George (dec'd) by Exec. |
| Dated: | 4-23-1910 | | |
| Filed: | 6-20-1910 @ 2pm | | |
| Legal: | (1/2 int) 80 Ac. - N1/2 of NW1/4-9 Vermillion Twp | | |
| Note: | | | |
| | | Conv: | |

Additional Notes:

# CHAIN SHEET

Continuation of:

Page Number 2 of 2

Brief Legal Description:

# Deed VOL 119 PG 187
Grantee:
Rohleder, L.D.
Instrument: WD
Dated: 4-1-1909
Grantor:
Rohleder, George (Mary-wife)
Filed: 6-4-1909 @ 3:15pm
Legal: (1/2 int) 80 Acres N1/2 of NW1/4- 9 Vermillion Twp
Note:
Conv:

# Deed VOL 26 PG 440
Grantee:
Rohleder, George
Instrument: WD
Dated: 1-11-1867
Grantor:
Rohleder, Andrew (Mary-wife)
Filed: 1-12-1867 @ —
Legal: 80 Ac. N1/2 of NW1/4-9 Vermillion
Note:
Conv:

# VOL PG
Grantee:
Instrument:
Dated:
Grantor:
Filed: @
Legal:
Note:
Conv:

# VOL PG
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Filed: @
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Conv:

Additional Notes: