

Outstanding Ohio **LAND AUCTION**

Edon, Ohio
Williams County



INFORMATION BOOK

180[±] *Acres*

Offered in 10 Tracts,
Combinations & as a Whole

Monday, October 16 • 6pm

- Florence Township Farm
- Tillable Farmland
- Recreational Wooded Land
- Potential Country Building Sites



ONLINE BIDDING AVAILABLE



SCHRADER

Real Estate and Auction Company, Inc.

800.451.2709 • www.SchraderAuction.com

DISCLAIMER:

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

SELLERS: Todd A. Gearhart, Raymond J. Gearhart, Steven R. Welch & Christina A. German (Tracts 1-9); Steven R. Welch & Pamela L. Welch (Tract 10)



SCHRADER REAL ESTATE & AUCTION CO., INC.
950 N. Liberty Dr., Columbia City, IN 46725
260-244-7606 or 800-451-2709
SchraderAuction.com

REAL ESTATE AUCTION TERMS & CONDITIONS:

PROCEDURE: The property will be offered in 10 individual tracts, any combination of tracts, or as a whole 180± acre unit (consisting of 3 parcels).

EVIDENCE OF TITLE: The Seller will provide a Preliminary Title Report for the review of the prospective buyer(s). If Buyer(s) elect to have title insurance, the entire cost of the owner's title insurance will be the responsibility of the Buyer(s). The seller agrees to provide merchantable title to the property subject to matters of record. All tracts sold "As-Is".

EASEMENT & OIL, GAS OR OTHER MINERALS RIGHTS LEASE(S): The Seller will provide a copy of any Easement & Oil, Gas or Other Minerals Rights Leases, as referenced in the Preliminary Title Report.

MULTI-PARCEL AUCTION: The auction will be offered in various amalgamations, including as individual parcels or lots, combinations of parcels or lots, & all parcels or lots as a whole.

FAIR HOUSING: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code & the Federal Fair Housing Law 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, because of race, color, religion, sex, familial status, as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

DOWN PAYMENT: 10% down payment on the day of auction. The down payment may be made in the form of a cashier's check, personal check or

corporate check. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, & are capable of paying cash at closing.

CAUV: If usage of property is changed, the Buyer is responsible for CAUV recoupment. Sellers have heretofore used property for agricultural purposes & their real estate taxes have been levied & paid upon a reduced Current Agricultural Use Valuation (CAUV). The Buyer's inability or failure to qualify w/ the local County Auditor for the CAUV valuation for the future will result in a CAUV recoupment of the past real estate tax savings. Buyer shall be wholly responsible for & pay any CAUV recoupment to become due by Buyer's conversion of the property to a non-agricultural or non-qualifying use (within the definition of Current Agricultural Use Property).

ACCEPTANCE OF BID PRICE: The successful bidder(s) will be required to enter into a Purchase Agreement at the auction site immediately following the close of the auction. The final bid price is subject to the Seller's acceptance or rejection.

DEED: Seller shall provide a Warranty Deed.

CLOSING: The targeted closing date will be approx. 45 days after the auction.

POSSESSION: Possession of Tracts 1-9 is subject to an existing lease between Seller(s) & Tenant Farmer. Possession of Tract 10 is at closing.

REAL ESTATE TAXES: Prorated to the date of closing.

PROPERTY INSPECTION: Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries & due diligence concerning the property. The inspection date has been scheduled & will be staffed w/ auction personnel. Further, Seller dis-

claims any & all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

ACREAGE: All acreages, dimensions & proposed boundaries are approx. & have been estimated based on current legal description and/or aerial photos.

SURVEY: Any need for a new survey shall be determined solely by the Seller. Buyer shall pay 50% of survey fees associated w/ their purchased tract(s).

AGENCY: Schrader Real Estate & Auction Company, Inc. & its representatives are exclusive agents of the Seller.

DISCLAIMER & ABSENCE OF WARRANTIES: All info contained in this brochure & all related materials are subject to the terms & conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, & no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches & dimensions in the brochure are approx.. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries & due diligence concerning the property. The info contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the Seller or the Auction Company. The conduct of the auction & increments of bidding are at the direction & discretion of the Auctioneer. The Seller & Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

AUCTION MANAGER: Jerry Ehle • 260.410.1996 (Salesperson) #SAL.2006001035, (Auctioneer) #2013000026
SCHRADER REAL ESTATE & AUCTION COMPANY, INC. (Jeffersonville, OH) #REC.0000314452, (Irwin, OH)

#BBB.2010001376, (Auctioneer) #63198513759

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REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

MONDAY, OCTOBER 16, 2023

180± ACRES – EDON, OHIO

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,

Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Monday, October 9, 2023.
Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

☐ Brochure ☐ Newspaper ☐ Signs ☐ Internet ☐ Radio ☐ TV ☐ Friend

☐ Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

☐ Regular Mail ☐ E-Mail E-Mail address: _____

☐ Tillable ☐ Pasture ☐ Ranch ☐ Timber ☐ Recreational ☐ Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

Online Auction Bidder Registration
180± Acres • Williams County, Ohio
Monday, October 16, 2023

This form and deposit are only
required if you cannot attend
the auction and wish to bid
remotely through our online
bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Monday, October 16, 2023 at 6:00 PM. (EST)
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; Fax 260-244-4431; email: auctions@schraderauction.com

For wire instructions please call 1-800-451-2709.

7. My bank routing number is _____ and bank account number is _____.
(This for return of your deposit money). My bank name, address and phone number is:

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Monday, October 9, 2023**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

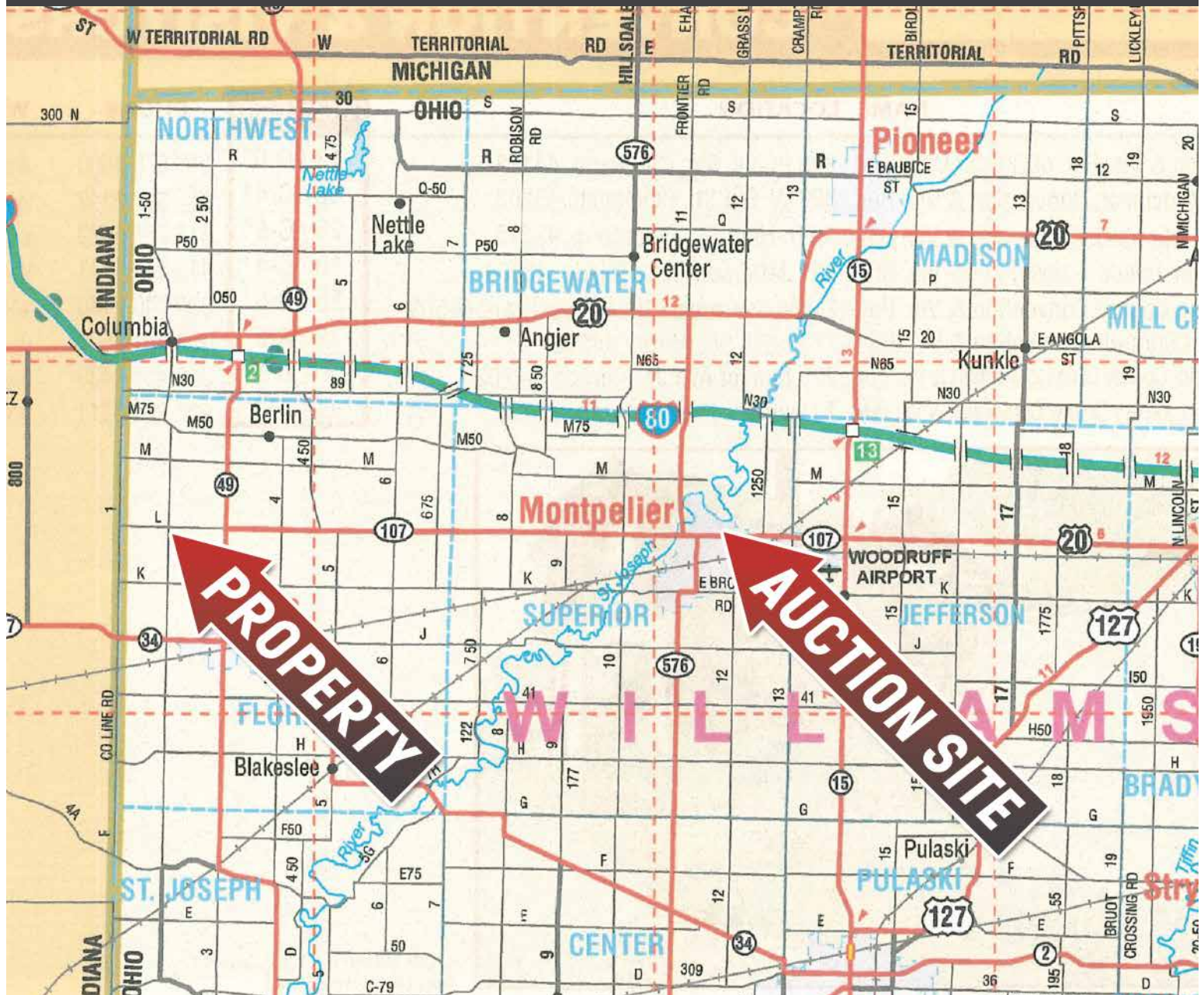
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.

LOCATION & TRACT MAPS

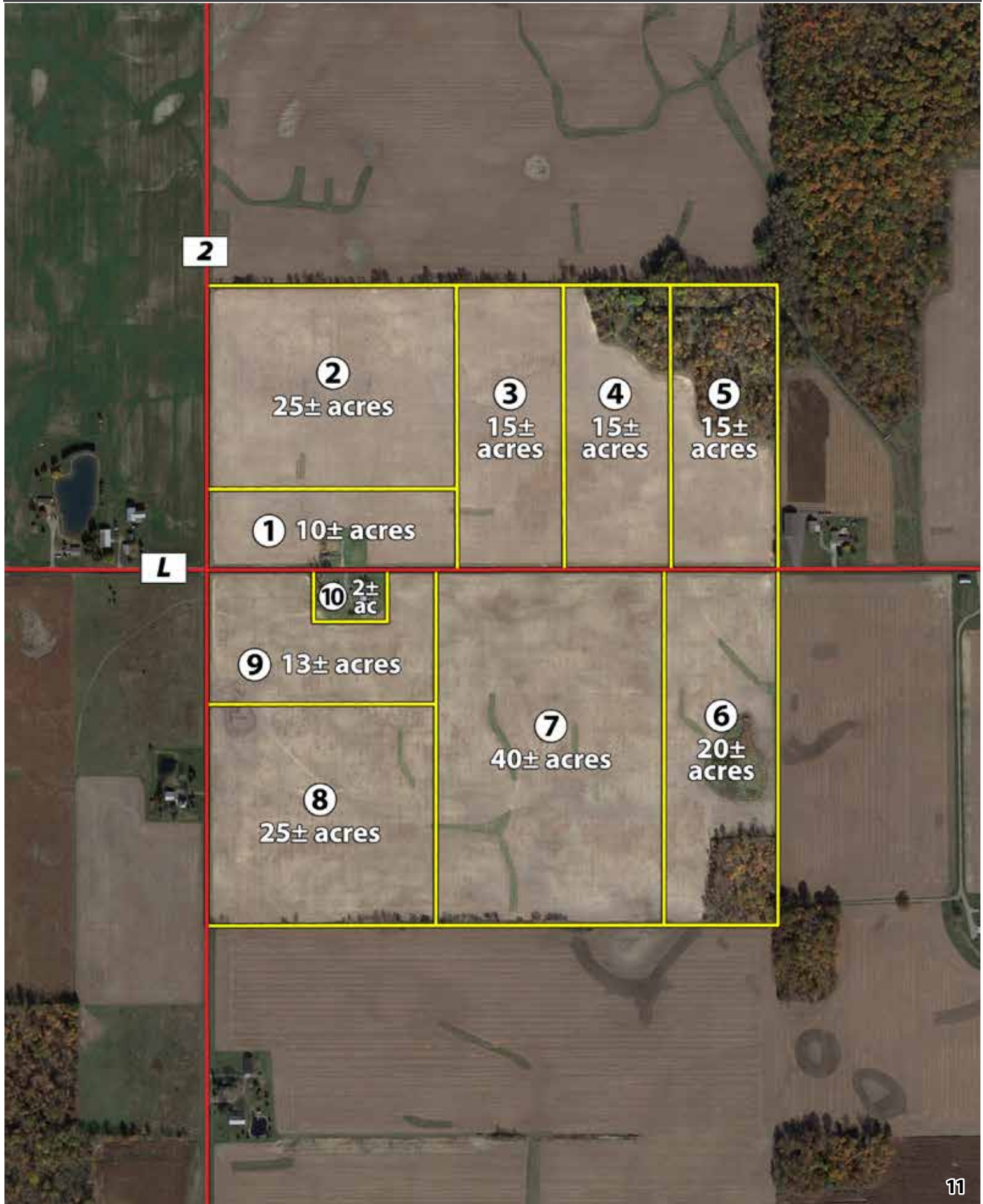
LOCATION & TRACT MAPS



AUCTION LOCATION: Williams County Veteran's Memorial Building, 875 East Main Street, Montpelier, OH 43543

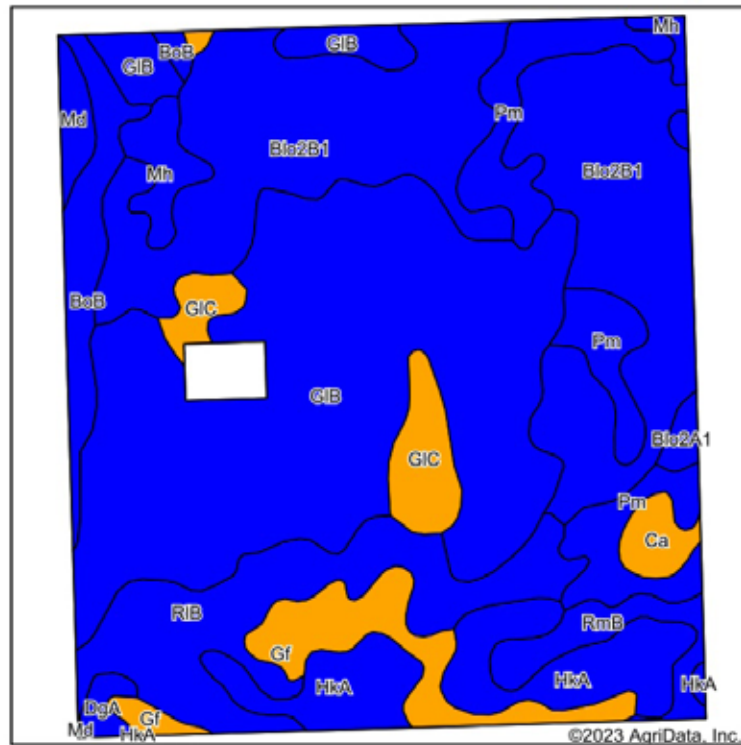
PROPERTY LOCATION: 2114 County Road L, Edon, OH 43518 (all tracts including tillable land & recreational woods surround this location)

LOCATION & TRACT MAPS

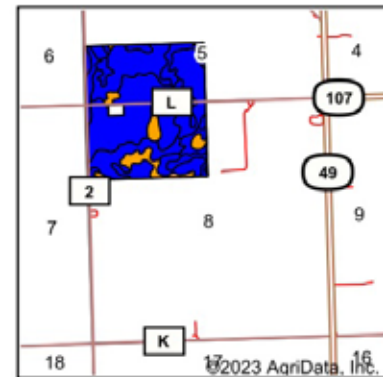


SOILS MAP

SURETY SOILS MAP



Soils data provided by USDA and NRCS.



State: **Ohio**
 County: **Williams**
 Location: **8-7N-1E**
 Township: **Florence**
 Acres: **178.35**
 Date: **7/13/2023**

SCHRADER
 Real Estate and Auction Company, Inc.

Maps Provided By:

surety
 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2023 www.AgriDataInc.com

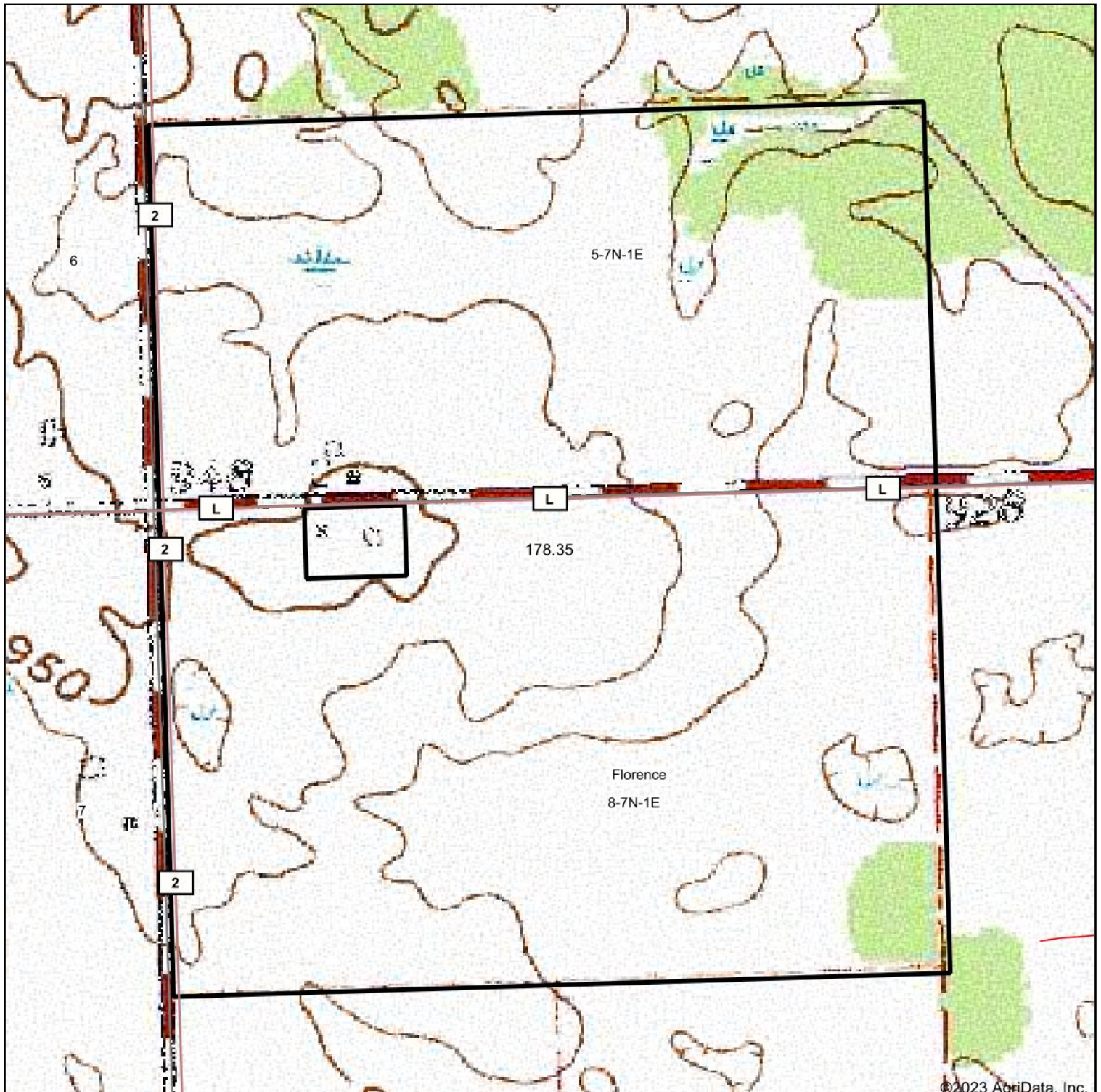


Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Corn silage Tons	Grass legume hay Tons	Grass legume pasture AUM	Oats Bu	Soybeans Bu	Sugar beets Tons	Tomatoes Tons	Winter wheat Bu	*eFOTG PI
GIB	Glynwood loam, 2 to 6 percent slopes	58.33	32.7%		lle	133	17	4.4	8.2	79	43			57	70
Blo2B1	Blount loam, 2 to 6 percent slopes	46.73	26.2%		lle	140	19	4.6			46			63	74
RIB	Rawson sandy loam, 2 to 6 percent slopes	16.28	9.1%		lle	100		4		82	35	10	16	42	71
Pm	Pewamo silty clay loam, 0 to 1 percent slopes	12.89	7.2%		llw	157		5	10.5		47			64	84
HkA	Haskins sandy loam, 0 to 3 percent slopes	12.16	6.8%		llw	105		4		76	40	12.4	19.4	46	74
Gf	Gilford fine sandy loam, till plain, 0 to 2 percent slopes	7.83	4.4%		lllw	146		4.9	9.6		33			59	83
BoB	Blount loam, loamy substratum, 2 to 6 percent slopes	6.09	3.4%		lle	105		4.6		74	36			48	74
GIC	Glynwood loam, 6 to 12 percent slopes	5.39	3.0%		llle	90		3.8		75	33			40	65
RmB	Rawson loam, 2 to 6 percent slopes	3.77	2.1%		lle	105		4.2		84	38	12.4	18	46	73
Mh	Millgrove loam	3.50	2.0%		llw	125		5.4		85	40	23	29	50	100
Ca	Carlisle muck, disintegration moraine, drained, 0 to 2 percent slopes	1.91	1.1%		lllw	127					44				68
Md	Merrill loam	1.63	0.9%		llw	125		5.4		85	44	24	28	50	92
DgA	Digby sandy loam, 0 to 3 percent slopes	1.00	0.6%		llw	110		4.4		80	40	11.6	18.2	46	76
Blo2A1	Blount loam, 0 to 2 percent slopes	0.84	0.5%		llw	141	19.2	4.6			46			63	78
Weighted Average						2.08	129	10.6	4.4	3.9	48	42	2.8	4.1	73.9

*eFOTG PI: Obtained from the NRCS eFOTG (<http://efotg.sc.egov.usda.gov>)

TOPOGRAPHY MAP

TOPOGRAPHY MAP



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Map Center: 41° 35' 5.48, -84° 47' 1.26

0ft 531ft 1061ft



8-7N-1E
Williams County
Ohio



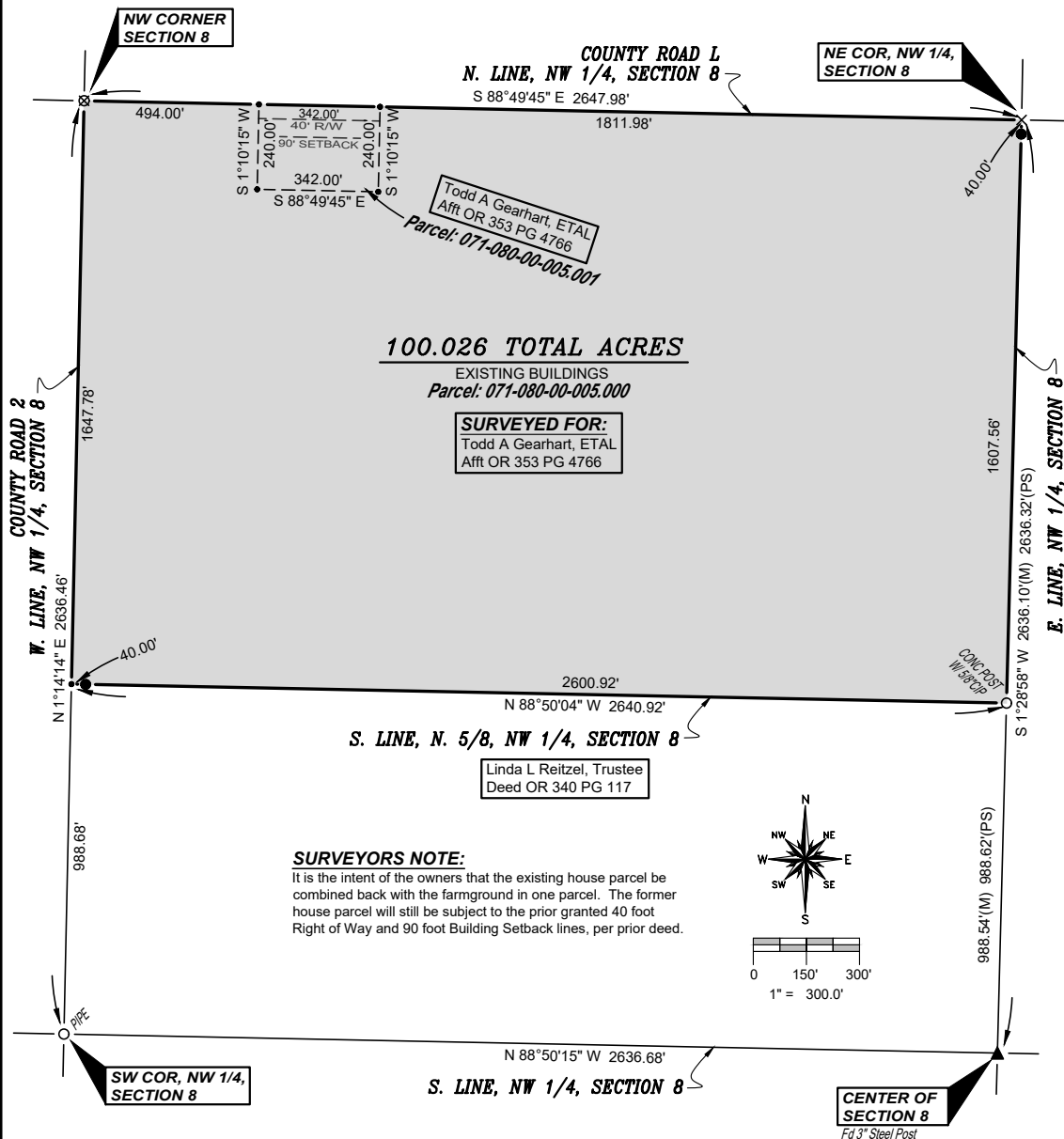
7/13/2023

SURVEYS

SURVEYS

PLAT OF SURVEY

A parcel of land situated in the Northwest Quarter of Section 8, Town 7 North, Range 1 East, Florence Township, Williams County, Ohio. Located within the North and the East of the First Principal Meridian of the Original Land Subdivisions of Ohio.



SURVEY LEGEND

- Placed 5/8" Rebar w/ Cap
- × Found PK Nail
- Point Established this Survey
- Found Iron Pin or Pipe
- ⊠ Found Monument Box
- ⊞ Found Railroad Spike
- × Placed MAG Nail
- ▲ Found 3" Steel Pipe Post

REFERENCE SURVEYS

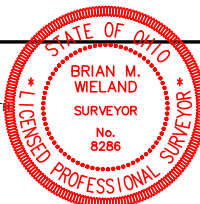
- Volume 19R Page 331
- Volume 23R Page 197
- Volume 26R Page 235
- Volume 27R Page 055
- Volume 27R Page 056

GENERAL OCCUPATION NOTE:

No fences existed along the Eastern or Southern boundaries of this property. All lines of occupation were either agricultural or wooded.

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES SHOWN ON THE PLAT ABOVE. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF. SINCE THIS SURVEY DOES NOT INCLUDE A TITLE SEARCH, THERE COULD BE EASEMENTS OR OTHER ENCUMBRANCES UPON THE LAND WHICH ARE NOT SHOWN ON THIS SURVEY PLAT. IF THESE ARE REQUIRED, PLEASE FURNISH THE NECESSARY INFORMATION. THE BEARINGS AND DISTANCES SHOWN ON THE PLAT ABOVE ARE BASED ON STATE PLANE COORDINATES, SPC83, ZONE-OHIO NORTH. THIS SURVEY HAS BEEN RECORDED IN VOL. 28R PAGE 381 OF THE WILLIAMS COUNTY SURVEY RECORDS.

Brian M. Wieland
BRIAN M. WIELAND - REGISTERED SURVEYOR NO. 8286



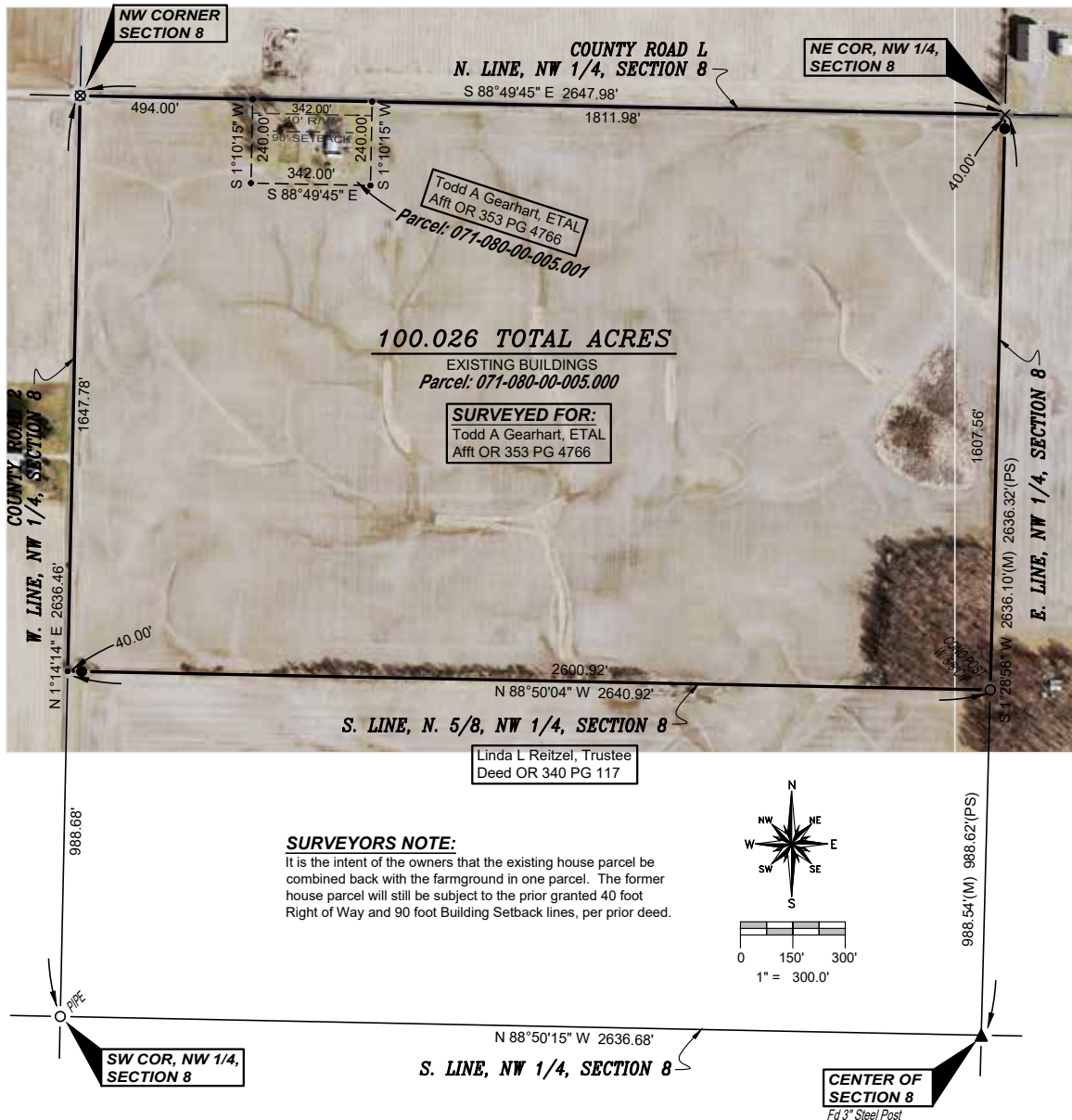
DATE: 8-03-2023 JOB: 23-081

WIELAND SURVEYING & ENGINEERING, LLC
14067 COUNTY ROAD 20
WEST UNITY, OH 43570
419-553-0112 VOICE
brian@wielandsurveying.com

SURVEYS

PLAT OF SURVEY

A parcel of land situated in the Northwest Quarter of Section 8, Town 7 North, Range 1 East, Florence Township, Williams County, Ohio. Located within the North and the East of the First Principal Meridian of the Original Land Subdivisions of Ohio.



SURVEY LEGEND

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- ▲ Found 3" Steel Pipe Post

REFERENCE SURVEYS

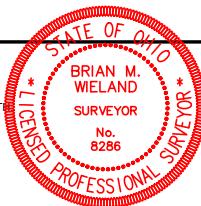
- Volume 19R Page 331
- Volume 23R Page 197
- Volume 26R Page 235
- Volume 27R Page 055
- Volume 27R Page 056

GENERAL OCCUPATION NOTE:

No fences existed along the Eastern or Southern boundaries of this property. All lines of occupation were either agricultural or wooded.

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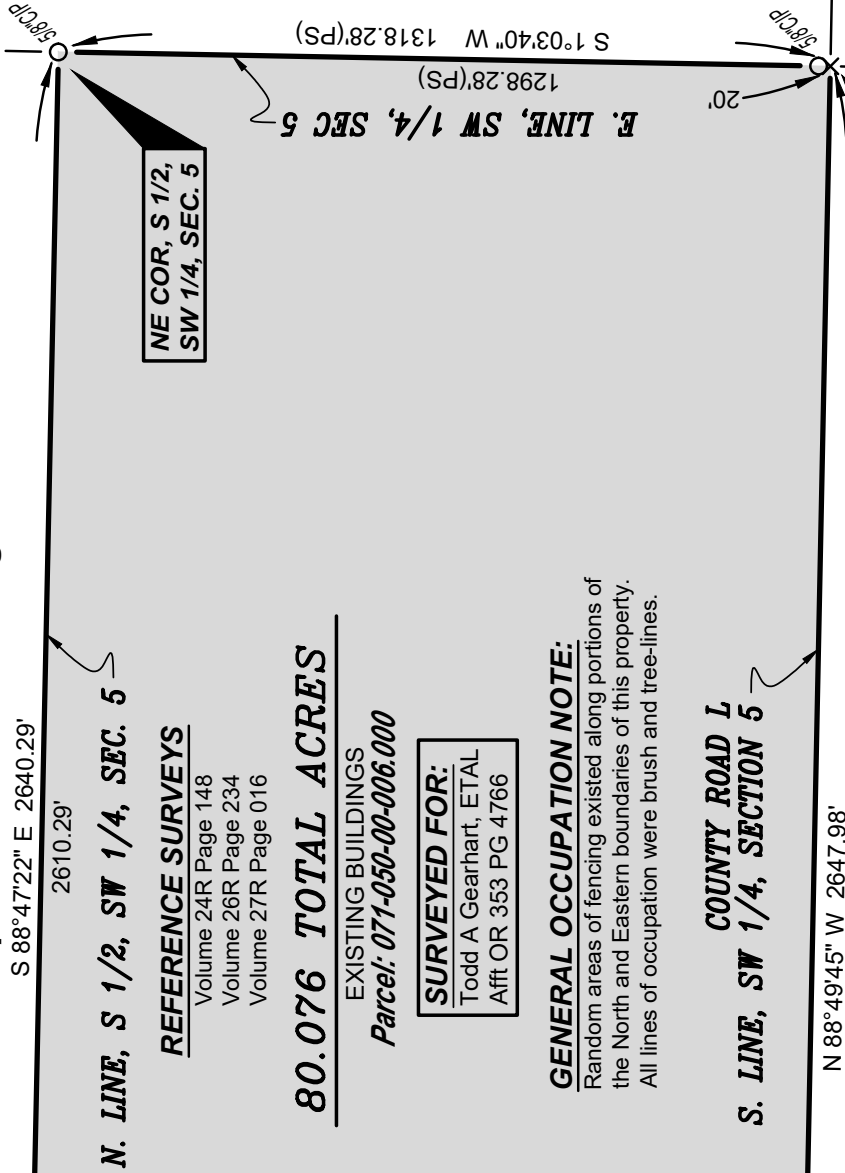
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14067 COUNTY ROAD 20
WEST UNITY, OH 43570
419-553-0112 VOICE
brian@wielandsurveying.com

SURVEYS

PLAT OF SURVEY

A parcel of land situated in the Southwest Quarter of Section 5, Town 7 North, Range 1 East, Florence Township, Williams County, Ohio. Located within the North and the East of the First Principal Meridian of the Original Land Subdivisions of Ohio.

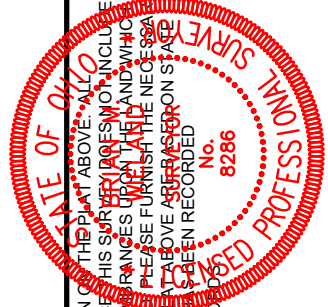


SW CORNER
SECTION 5

SE COR, SW 1/4,
SECTION 5

DATE: 8-03-2023 JOB: 23-082

**WIELAND SURVEYING
& ENGINEERING, LLC**
14067 COUNTY ROAD 20
WEST UNITY, OH 43570
419-553-0112 VOICE
brian@wielandsurveying.com



I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES SHOWN ON THE PLAT ABOVE. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF. SINCE THIS SURVEY DOES NOT INCLUDE A TITLE SEARCH, THERE COULD BE EASEMENTS OR OTHER ENCUMBRANCES UNDETECTABLE BY A TITLE SEARCH. THE BEARINGS AND DISTANCES SHOWN ON THE PLAT ABOVE ARE BASED ON STANDARD PLANE COORDINATES, SPC83, ZONE-OHIO NORTH. THIS SURVEY WAS RECORDED IN VOL. 28R PAGE 382 OF THE WILLIAMS COUNTY SURVEY RECORDS.

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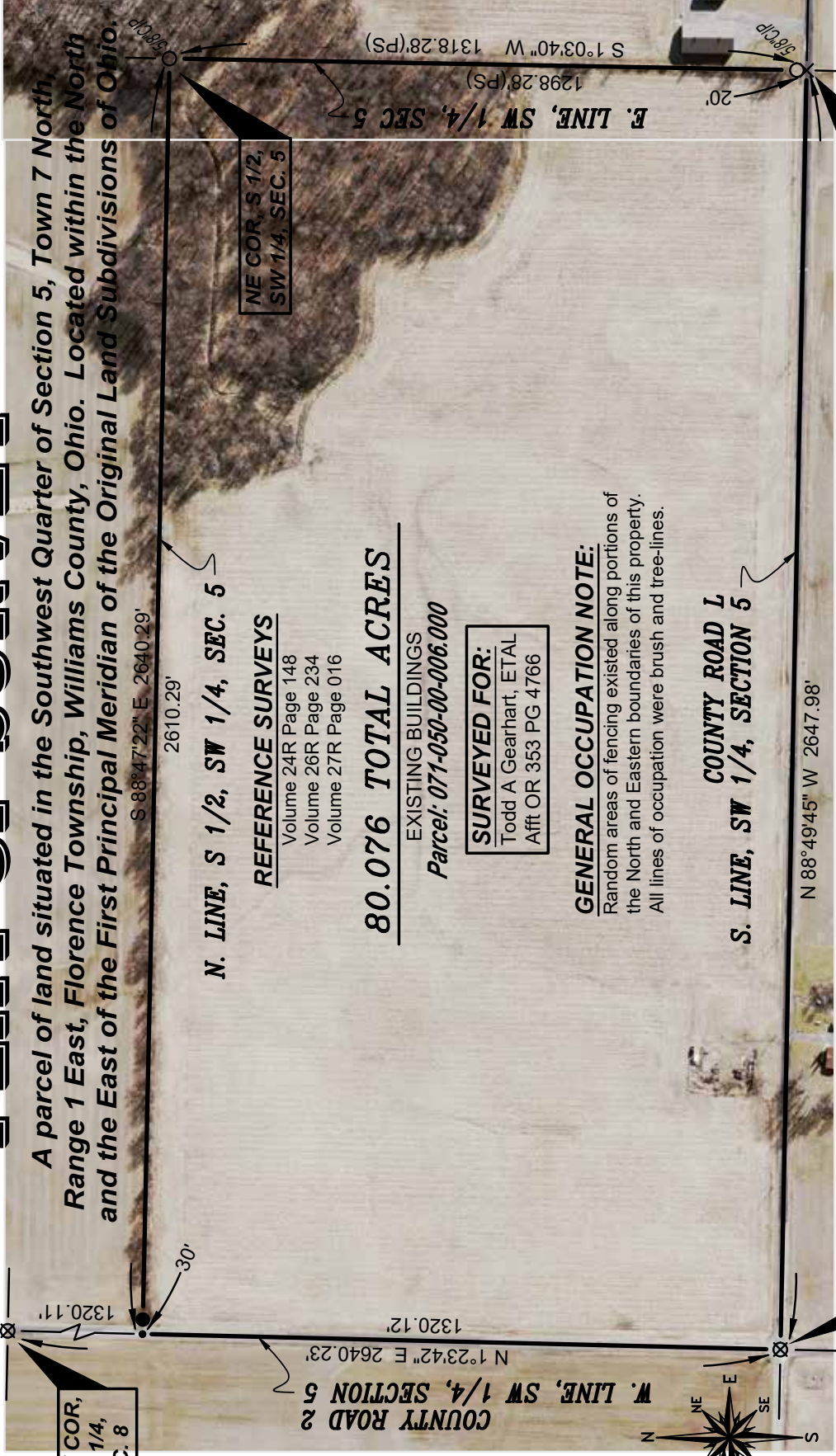
SURVEY LEGEND

- Placed 5/8" Rebar w/ Cap
- × Found PK Nail
- Point Established this Survey
- Found Iron Pin or Pipe
- ⊗ Found Railroad Spike

SURVEYS

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N. LINE, S 1/2, SW 1/4, SEC. 5

REFERENCE SURVEYS
Volume 24R Page 148
Volume 26R Page 234
Volume 27R Page 016

80.076 TOTAL ACRES
EXISTING BUILDINGS
Parcel: 071-050-00-006.000

SURVEYED FOR:
Todd A Gearhart, ETAL
Aft OR 353 PG 4766

GENERAL OCCUPATION NOTE:
Random areas of fencing existed along portions of the North and Eastern boundaries of this property. All lines of occupation were brush and tree-lines.

COUNTY ROAD L
S. LINE, SW 1/4, SECTION 5

SW CORNER
SECTION 5

SE COR, SW 1/4,
SECTION 5

1" = 300.0'

SURVEY LEGEND

- Placed 5/8" Rebar w/ Cap
- X Found PK Nail
- Point Established this Survey
- Found Iron Pin or Pipe
- ⊗ Found Railroad Spike

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Brian M. Wieland

BRIAN M. WIELAND - REGISTERED SURVEYOR NO. 8286



DATE: 8-03-2023 **JOB: 23-082**
WIELAND SURVEYING & ENGINEERING, LLC
14067 COUNTY ROAD 20
WEST UNITY, OH 43570
419-553-0112 VOICE
brian@wielandsurveying.com

FSA INFORMATION

FSA INFORMATION

OHIO
WILLIAMS

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 6897

Prepared : 7/20/23 9:28 AM CST

Crop Year : 2023

Operator Name : JAMES D GEARHART
CRP Contract Number(s) : None
Recon ID : None
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
179.27	157.68	157.68	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped			CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	157.68	0.00			0.00	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
CORN, SOYBN	None	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	78.05	0.00	127	
Soybeans	78.05	0.00	42	
TOTAL	156.10	0.00		

NOTES

--

Tract Number : 1208

Description : B4/SEC5&8/FLORENCE
FSA Physical Location : OHIO/WILLIAMS
ANSI Physical Location : OHIO/WILLIAMS
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : LLOYD M GEARHART ESTATE
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
179.27	157.68	157.68	0.00	0.00	0.00	0.00	0.0

FSA INFORMATION

OHIO
WILLIAMS
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 6897
Prepared : 7/20/23 9:28 AM CST
Crop Year : 2023

Tract 1208 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	157.68	0.00	0.00	0.00	0.00	0.00

DCP/Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	78.05	0.00	127
Soybeans	78.05	0.00	42
TOTAL	156.10	0.00	

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.asc.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by (1) mail, U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

FSA INFORMATION

USDA
Williams County, Ohio
08222 State Route 15
Bryan OH, 43505
419-636-2057

2023 Program Year

Farm 6897
Tract 1208



NOTES:

Common Land Unit
 Non-Cropland
 Cropland
 CRP
 Tract Boundary

Wetland Determination Identifiers
 Restricted Use
 Limited Restrictions
 Exempt from Conservation
 Compliance Provisions
 Map Created May 01, 2023

1:6,004

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA program administration only. This map does not represent a legal survey or reflect actual boundaries. It is provided for informational purposes only. The producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data as is and assumes all risk. Wetland determinations do not represent the official determination of the National Wetlands Inventory. Refer to your original determination (CPA-025 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Tract Cropland Total: 157.68 acres

Crops are non-irrigated; intended use is grain, and types are YEL (corn), CCM (peanuts), and SRW (wheat) unless otherwise noted.

TAX INFORMATION

TAX INFORMATION



KELLIE J. GRAY
WILLIAMS COUNTY TREASURER
 100 S Main St, Suite H,
 Bryan, Ohio 43506
 Ph 419-636-1850 Fax 419-636-8584

DATE DUE 7/20/2023
PARCEL ID 071-050-00-006.000
TAX DISTRICT 053 - FLORENCE-EDON
PROPERTY OWNER GEARHART TODD A ETAL
LEGAL DESCRIPTION R.1 T.7 S.5 S 1/2 SW 80A A A 053-02210-000
PROPERTY ADDRESS L RD

REAL PROPERTY - 2ND HALF 2022

GEARHART TODD A ETAL
 11375 COUNTY ROAD 10
 MONTPELIER OH 43543

MESSAGE

Homestead reduction information and calculations are available at
<https://realestate.williamscountyoh.gov> or in the office. Questions? Please call the
 Treasurer at 419-636-1850 or the Auditor at 419-636-5639. Thankyou

	APPRAISED VALUE	ASSESSED VALUE (35% OF MARKET)	TAX RATE	EFFECTIVE TAX RATE (MILLS)	NON-BUSINESS CREDIT ROLLBACK FACTOR	OWNER OCCUPANCY CREDIT ROLLBACK FACTOR
LAND	\$86,450.00	\$30,260.00	61.85	45.510671	0.09	0.02
IMPROVEMENT	\$0.00	\$0.00	61.85	45.510671	0.09	0.02
TOTAL	\$86,450.00	\$30,260.00	61.85	45.510671	0.09	0.02

WHERE YOUR TAXES GO				CALCULATION OF TAXES	
SCHOOL DISTRICT			\$343.28	REAL ESTATE TAXES	\$1,871.58
TOWNSHIP			\$85.18	ADJUSTMENT	\$0.00
CITY/VILLAGE			\$0.00	REDUCTION	-\$494.42
COUNTY			\$155.80	NON-BUSINESS CREDIT	-\$119.48
JVS			\$44.58	OWNER OCCUPIED CREDIT	\$0.00
				HOMESTEAD	\$0.00
SPECIAL ASSESSMENTS				REAL ESTATE NET TAXES	\$1,257.68
11-498	EDON VILLAGE (2011)	\$0.00	\$10.00	SPECIAL ASSESSMENTS	\$164.84
11-518	REITZEL (2011)	\$0.00	\$60.17	CALV RECOUPMENT	\$0.00
11-621	BEAR CREEK (2011)	\$0.00	\$62.35	DELINQUENT REAL ESTATE	\$0.00
11-629	VOLLMER (2011)	\$0.00	\$10.00	DELINQUENT SPECIAL ASSESSMENTS	\$0.00
40-777	ST JOE WATERSHED-PERM MAIN (2006)	\$0.00	\$22.32	TAXES DUE	\$1,422.52
				PAYMENTS	-\$1,422.52
				AMOUNT DUE	\$0.00

Please Return This Portion With Your Payment

Please make checks payable to:
KELLIE J. GRAY
WILLIAMS COUNTY TREASURER
 100 S Main St, Suite H,
 Bryan, Ohio 43506

PENALTY CHARGED AFTER DUE DATE

Address Change?

DATE DUE 7/20/2023

REAL PROPERTY - 2ND HALF 2022

PARCEL NUMBER



071-050-00-006.000

OWNER NAME - GEARHART TODD A ETAL

AMOUNT DUE



0

TAX INFORMATION



KELLIE J. GRAY
WILLIAMS COUNTY TREASURER
 100 S Main St, Suite H,
 Bryan, Ohio 43506
 Ph 419-636-1850 Fax 419-636-8584

REAL PROPERTY - 2ND HALF 2022

GEARHART TODD A ETAL
 11375 COUNTY ROAD 10
 MONTPELIER OH 43543

DATE DUE 7/20/2023

PARCEL ID 071-080-00-005.000

TAX DISTRICT 053 - FLORENCE-EDON

PROPERTY OWNER GEARHART TODD A ETAL

LEGAL DESCRIPTION R.1 T.7 S.8 N 5/8 NW EX PT 98.12A^ ^ ^053-0254...

PROPERTY ADDRESS L RD

MESSAGE

Homestead reduction information and calculations are available at
<https://realstate.williamscountyoh.gov> or in the office. Questions? Please call the
 Treasurer at 419-636-1850 or the Auditor at 419-636-5839. Thank you.

	APPRAISED VALUE	ASSESSED VALUE (35% OF MARKET)	TAX RATE	EFFECTIVE TAX RATE (MILLS)	NON-BUSINESS CREDIT ROLLBACK FACTOR	OWNER OCCUPANCY CREDIT ROLLBACK FACTOR
LAND	\$117,800.00	\$41,230.00	61.85	45.510671	0.09	0.02
IMPROVEMENT	\$0.00	\$0.00	61.85	45.510671	0.09	0.02
TOTAL	\$117,800.00	\$41,230.00	61.85	45.510671	0.09	0.02

WHERE YOUR TAXES GO				CALCULATION OF TAXES	
SCHOOL DISTRICT				REAL ESTATE TAXES	\$2,550.08
TOWNSHIP				ADJUSTMENT	\$0.00
CITY/VILLAGE				REDUCTION	-\$673.58
COUNTY				NON-BUSINESS CREDIT	-\$162.80
JVS				OWNER OCCUPIED CREDIT	\$0.00
				HOMESTEAD	\$0.00
				REAL ESTATE NET TAXES	\$1,713.60
				SPECIAL ASSESSMENTS	\$196.15
				CAUV RECOUPMENT	\$0.00
				DELINQUENT REAL ESTATE	\$0.00
				DELINQUENT SPECIAL ASSESSMENTS	\$0.00
				TAXES DUE	\$1,909.75
				PAYMENTS	-\$1,909.75
				AMOUNT DUE	\$0.00

Please Return This Portion With Your Payment

Please make checks payable to:
KELLIE J. GRAY
WILLIAMS COUNTY TREASURER
 100 S Main St, Suite H,
 Bryan, Ohio 43506

PENALTY CHARGED AFTER DUE DATE

Address Change?

DATE DUE: 7/20/2023

REAL PROPERTY - 2ND HALF 2022

PARCEL NUMBER



071-080-00-005.000

OWNER NAME - GEARHART TODD A ETAL

AMOUNT DUE



0

TAX INFORMATION



KELLIE J. GRAY
WILLIAMS COUNTY TREASURER
100 S Main St, Suite H,
Bryan, Ohio 43506
Ph 419-636-1850 Fax 419-636-8584

DATE DUE 7/20/2023
PARCEL ID 071-080-00-005.001
TAX DISTRICT 053 - FLORENCE-EDON
PROPERTY OWNER WELCH STEVE R & PAMELA L J/S
LEGAL DESCRIPTION R.I.T.7.S.8 PCL 005.001.1.88A
PROPERTY ADDRESS 02114 L RD

REAL PROPERTY - 2ND HALF 2022

WELCH STEVE R AND PAMELA L J/S
2114 COUNTY ROAD L
EDON OH 43518

MESSAGE

Homestead reduction information and calculations are available at
<https://realstate.williamscountyoh.gov> or in the office. Questions? Please call the
Treasurer at 419-636-1850 or the Auditor at 419-636-6630. Thankyou.

	APPRAISED VALUE	ASSESSED VALUE (35% OF MARKET)	TAX RATE	EFFECTIVE TAX RATE (MILLS)	NON-BUSINESS CREDIT ROLLBACK FACTOR	OWNER OCCUPANCY CREDIT ROLLBACK FACTOR
LAND	\$23,000.00	\$8,050.00	61.85	45.510671	0.09	0.02
IMPROVEMENT	\$7,200.00	\$2,520.00	61.85	45.510671	0.09	0.02
TOTAL	\$30,200.00	\$10,570.00	61.85	45.510671	0.09	0.02

WHERE YOUR TAXES GO

SCHOOL DISTRICT	\$119.90
TOWNSHIP	\$29.75
CITY/VILLAGE	\$0.00
COUNTY	\$54.43
JVS	\$18.58

CALCULATION OF TAXES

REAL ESTATE TAXES	\$653.76
ADJUSTMENT	\$0.00
REDUCTION	-\$172.70
NON-BUSINESS CREDIT	-\$41.74
OWNER OCCUPIED CREDIT	\$0.00
HOMESTEAD	\$0.00

	SPECIAL ASSESSMENTS	DELINQUENT	CURRENT
11-498	EDON VILLAGE (2011)	\$0.00	\$10.00
11-518	REITZEL (2011)	\$0.00	\$10.00
11-621	BEAR CREEK (2011)	\$0.00	\$10.00
11-629	VOLLMER (2011)	\$0.00	\$10.00
40-777	ST JOE WATERSHED-PERM MAIN (2006)	\$0.00	\$2.14

REAL ESTATE NET TAXES	\$439.32
SPECIAL ASSESSMENTS	\$42.14
CAUV RECOUPMENT	\$0.00
DELINQUENT REAL ESTATE	\$0.00
DELINQUENT SPECIAL ASSESSMENTS	\$0.00

TAXES DUE \$481.46

PAYMENTS -\$481.46

AMOUNT DUE \$0.00

Please Return This Portion With Your Payment

Please make checks payable to:

KELLIE J. GRAY
WILLIAMS COUNTY TREASURER
100 S Main St, Suite H,
Bryan, Ohio 43506

PENALTY CHARGED AFTER DUE DATE

Address Change?

DATE DUE 7/20/2023

REAL PROPERTY - 2ND HALF 2022

PARCEL NUMBER



071-080-00-005.001

OWNER NAME - WELCH STEVE R AND PAMELA L J/S

AMOUNT DUE



0

PRELIMINARY TITLE

PRELIMINARY TITLE

TITLE REPORT

DATE: July 28, 2023 at 8:30 AM.

FILE NO. 00-20230077

TO: Schrader R. E. & A.

We have searched the Williams County real estate records for the real estate described on Schedule A attached hereto and report the following information:

Parcel 1:

Situated in the Township of Florence, County of Williams and State of Ohio and known as and being the South One-half (1/2) of the Southwest Quarter (1/4) of Section Five (5), Town Seven (7) North, Range One (1) East, and containing Eighty (80) acres, be the same more or less, but subject to all legal highways.

Parcel 2:

Situated in the Township of Florence, County of Williams and State of Ohio: Known as and being One Hundred (100) acres off of the entire North side of the Northwest Quarter (1/4) of Section Number Eight (8) in Township Number Seven (7) North, Range One (1) East, Florence Township, Williams County and State of Ohio and being more particularly described as follows: Commencing at a point at the Northwest corner of the Northwest Quarter (1/4) of Section Number Eight (8), Town Number Seven (7) North of Range One (1) East, in County and State aforesaid; thence South One Hundred (100) rods; thence East One Hundred Sixty (160) rods; thence North One Hundred (100) rods; thence West One Hundred Sixty (160) rods to the place of beginning, be the same more or less, but subject to all legal highways.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Being a parcel of land situated in the State of Ohio, in the Northwest Quarter of Section Eight (8), Town Seven (7) North, Range One (1) East, Township of Florence, and more particularly described as follows: Commencing at the Northwest corner of Section Eight (8), said point being an iron pin found this survey; Thence along the north line of Northwest Quarter of Section Eight (8) and the centerline of County Road "L" N 90 degrees 00' 00" E a distance of 494.00 feet to a PK placed this survey, said point being the true place of beginning of the parcel herein described, Thence continuing N 90 degrees 00' 00" E a distance of 342.00 feet to a PK placed this survey; Thence S 00 degrees 00' 00" W a distance of 25.00 feet to a 5/8 rebar with cap placed this survey; Thence S 00 degrees 00' 00" W a distance of 215.00 feet to a point; Thence S 90 degrees 00' 00" W a distance of 342.00 feet to a point; Thence N 00 degrees 00' 00" E a distance of 215.00 feet to a 5/8 rebar with cap placed this survey; Thence N 00 degrees 00' 00" E a distance of 25.00 to the TRUE POINT OF BEGINNING of parcel herein described containing 1.884 acres, more or less, and subject to highway rights of way and easements of record.

Surveyed by Anthony H. Hoeffel, Registered Surveyor No. 6149 on October 19, 2007, and recorded in Volume 23R, Page 197 of the Williams County Records in the office of the Williams County Engineer.

PRELIMINARY TITLE

Parcel 3:

Situated in the Township of Florence, County of Williams and State of Ohio and known as: Being a parcel of land situated in the State of Ohio, in the Northwest Quarter of Section Eight (8), Town Seven (7) North, Range One (1) East, Township of Florence, and more particularly described as follows: Commencing at the Northwest corner of Section Eight (8), said point being an iron pin found this survey; Thence along the north line of Northwest Quarter of Section Eight (8) and the centerline of County Road "L" N 90 degrees 00' 00" E a distance of 494.00 feet to a PK placed this survey, said point being the true place of beginning of the parcel herein described, Thence continuing N 90 degrees 00' 00" E a distance of 342.00 feet to a PK placed this survey; Thence S 00 degrees 00' 00" W a distance of 25.00 feet to a 5/8 rebar with cap placed this survey; Thence S 00 degrees 00' 00" W a distance of 215.00 feet to a point; Thence S 90 degrees 00' 00" W a distance of 342.00 feet to a point; Thence N 00 degrees 00' 00" E a distance of 215.00 feet to a 5/8 rebar with cap placed this survey; Thence N 00 degrees 00' 00" E a distance of 25.00 feet to the TRUE POINT OF BEGINNING of parcel herein described containing 1.884 acres, more or less, and subject to highway rights of way and easements of record.

Surveyed by Anthony H. Hoeffel, Registered Surveyor No. 6149 on October 19, 2007, and recorded in Volume 23R, Page 197 of the Williams County Records in the office of the Williams County Engineer.

The lands herein conveyed and any use and improvements made on this land shall be in conformity with all existing valid planning, zoning, platting, health, setback, or other lawful rules and regulations of Williams County, Ohio for the benefit of grantor and all other subsequent owners, assigns taking title from, under or through the undersigned.

Surveyed by Anthony H. Hoeffel, Registered Surveyor No. 6149 on October 19, 2007, and recorded in Volume 23R, Page 197 of the Williams County Survey Records in the office of the Williams County Engineer.

Grantor reserves unto himself and grants to the Williams County Commissioners an easement for highway purposes only 40 feet in width measured perpendicular to the centerline of road along that portion of the property which fronts said highway.

There shall be no construction of buildings or other structures within 90 feet of the centerline of the roadway abutting this property.

Fee simple title to said premises is vested as follows:

Parcel 1:

Owner(s): Todd A. Gearhart, Raymond J. Gearhart, Steven R. Welch and Christina A. German

Parcel 2:

Owner(s): Todd A. Gearhart, Raymond J. Gearhart, Steven R. Welch and Christina A. German

Parcel 3:

Owner(s): Steve R. Welch and Pamela L. Welch

PRELIMINARY TITLE

MORTGAGES:

Mortgage from: Todd A. Gearhart and Angela M. Gearhart, Husband and Wife, Raymond J. Gearhart and Tracy L. Gearhart, Husband and Wife, Steven R. Welch and Pamela L. Welch, Husband and Wife, Christina A. German and Michael K. German, Wife and Husband

Mortgage to: Chrystal Boell in the amount of [REDACTED], dated June 26, 2023 and filed for record June 26, 2023 at 4:08 p.m. and recorded in Volume 353, Page(s) 4789, Williams County Official Records. **This mortgage does not attach to all parcels included in this opinion. It only attaches to parcel no(s) 1 and 2.**

Mortgage from: Todd A. Gearhart and Angela M. Gearhart, Husband and Wife, Raymond J. Gearhart and Tracy L. Gearhart, Husband and Wife, Steven R. Welch and Pamela L. Welch, Husband and Wife, Christina A. German and Michael K. German, Wife and Husband

Mortgage to: Cari Burney in the amount of [REDACTED], dated June 26, 2023 and filed for record June 26, 2023 at 4:08 p.m. and recorded in Volume 353, Page(s) 4792, Williams County Official Records. **This mortgage does not attach to all parcels included in this opinion. It only attaches to parcel no(s) 1 and 2.**

PLAT AND DEED RESTRICTIONS, RESTRICTIVE COVENANTS:

Deed Restrictions dated July 21, 2007, filed for record January 4, 2008 at 2:24 p.m. and recorded in Volume 233, Page(s) 1,777 of the Williams County Records. Applies to Parcel 3 A copy is attached hereto.. *NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, sexual orientation, gender identity, marital status, familial status or national origin as provided in 42 U.S.C. Sec. 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Sec. 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.*

EASEMENTS:

Easement to Toledo Edison by instrument dated June 8, 1936, filed for record July 30, 1936 at 1:25 p.m., and recorded in Volume 142, Page(s) 7, of the Williams County Records. Applies to Parcel 1 (A copy of the easement is attached hereto.)

Easement to Toledo Edison by instrument dated June 8, 1936, filed for record July 30, 1936 at 1:13 p.m., and recorded in Volume 142, Page(s) 3, of the Williams County Records. Applies to Parcel 1 (A copy of the easement is attached hereto.)

Easement to Toledo Edison by instrument dated June 8, 1936, filed for record October 23, 1936 at 3:56 p.m., and recorded in Volume 142, Page(s) 24, of the Williams County Records. Applies to Parcels 2 and 3 (A copy of the easement is attached hereto.)

PRELIMINARY TITLE

CIVIL SUITS IN COMMON PLEAS OR PROBATE COURT:

None

LIENS:

None

LAND CONTRACT:

None

OTHER:

Oil, Gas or other minerals rights lease to Metropolitan Land Services dated February 26, 1994, filed for record on May 3, 1994 at 9:59 a.m., in Volume 24, Page(s) 168 of the Williams County Lease Records. Ratification of said lease as recorded in Volume 24, page 309 of the Lease Records of Williams County, Ohio. Ratification of said lease as recorded in Volume 24, page 310 of the Lease Records of Williams County, Ohio. Ratification of said lease as recorded in Volume 24, page 311 of the Lease Records of Williams County, Ohio. Ratification of said lease as recorded in Volume 24, page 312 of the Lease Records of Williams County, Ohio. Ratification of said lease as recorded in Volume 24, page 313 of the Lease Records of Williams County, Ohio. Said lease assigned to Terra Energy, LLC, a Michigan Corporation, as recorded in Volume 26, page 585 of the Lease Records of Williams County, Ohio. Said lease assigned to Rock Energy Company, LLC, a Michigan Limited Liability Company, as recorded in Volume 26, page 744 of the Lease Records of Williams County, Ohio. A copy is attached hereto.

Oil, Gas or other minerals rights lease to The Lion Oil Company dated January 29, 1981, filed for record on August 20, 1981 at 1:44 p.m., in Volume 20, Page(s) 45 of the Williams County Lease Records. Said lease assigned to The Appalachian Company as recorded in Volume 13, page 184 of the Miscellaneous Records of Williams County, Ohio. A copy is attached hereto.

Oil, Gas or other minerals rights lease to J.R. Murphy dated May 14, 1964, filed for record on June 23, 1964 at 2:25 p.m., in Volume 14, Page(s) 670 of the Williams County Lease Records. A copy is attached hereto.

TAXES AND ASSESSMENTS:

Tax Parcel No: 071-050-00-006.000:

There are no tax delinquencies appearing in online records for this parcel.

First half 2022: Due and payable February, 2023: Paid \$711.27. Unpaid: \$0.00.

Second half 2022: Due and payable July, 2023: Paid \$711.25. Unpaid: \$0.00.

PRELIMINARY TITLE

Tax Parcel No: 071-080-00-005.000:

There are no tax delinquencies appearing in online records for this parcel.

First half 2022: Due and payable February, 2023: Paid \$954.88. Unpaid: \$0.00.

Second half 2022: Due and payable July, 2023: Paid \$954.87. Unpaid: \$0.00.

Tax Parcel No: 071-080-00-005.001: NOTE: This parcel contains a manufactured home taxed as personal property.

There are no tax delinquencies appearing in online records for this parcel.

First half 2022: Due and payable February, 2023: Paid \$240.73. Unpaid: \$0.00.

Second half 2022: Due and payable July, 2023: Paid \$240.73. Unpaid: \$0.00.

Taxes and assessments for the current year are a lien against the real property described herein but are not yet determined nor spread upon the tax duplicate.

All or part of the subject property is listed on the Current Agricultural Use Valuation (CAUV) tax list and no liability is assumed hereunder for any lien which may arise by reason of said premises being listed on the CAUV tax list.

This Report does not purport to cover matters not of record or not properly recorded in said County, including, without limitation, rights of persons in possession, forgeries, questions which a correct survey or inspection would disclose, rights to file mechanics' liens, liens, mortgages, and other documents that have been improperly recorded or mis-indexed (either physically or electronically), special taxes and assessments (including charges for municipal services, if any, including but not limited to charges for sewerage services under Ohio Revised Code Section 729.49 and charges for utilities under Ohio Revised Code Sections 735.29 and 743.04, which are a lien against said premises but do not appear on the County Treasurer's real property tax list and duplicate) not shown by the County Treasurer's records, or zoning and other governmental regulations, or liens asserted by the United States or State of Ohio, their agencies and officers, under Racketeering Influence Corrupt Organization Acts and Receivership Liens, and under all Federal and State environmental laws or Occupational Safety & Health Act that relates to cleanup costs or corrective action, including any investigation, cleanup, removal, containment, or other remediation or response actions required by applicable environmental law or Occupational Safety & Health Law, including but not limited to Comprehensive Environmental Response Compensation & Liability Act (CERCLA), Resource Conservation & Recovery Act (RCRA), Clean Air Act, Clean Water Act, underground and above ground storage tanks (BUSTR), Federal Insecticide, Fungicide & Rodenticide Act, Toxic Substances Control Act, all as amended from time to time, unless the lien is filed in the public records of the County in which the property is located. Any provision contained in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual

PRELIMINARY TITLE

orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.

The liability of Fountain City Title, Ltd. under this title report shall not exceed the price paid for this report and shall run only to the entity or person(s) to whom this report is addressed.

NOTE: For purposes of this title report "public records" are the following records which by law impart constructive notice of matters relating to said land and which are required by law to be maintained in the following public offices in the county in which the land is situated: (1) The County Recorder, (2) Clerk of Court of Common Pleas, (3) Probate Court, excluding adoption, birth, death and marriage records; (4) Sheriff for land levies; (5) County Treasurer's latest certified tax duplicate, for taxes and assessments shown thereon as of the date of issuance of this report, except for any additions, corrections or abatements thereto.

Dated at Bryan, Ohio this 28th day of July, 2023 at 8:30 A.M.

FOUNTAIN CITY TITLE, LTD.

PRELIMINARY TITLE

{bbt100}

IN 0233 PAGE 1777

Quit Claim - OHIO Statutory Form

Auditor's Stamp

This conveyance has been examined and the Grantor has complied with 8319.202 of the Ohio Revised Code

Fee \$ _____ Transfer Fee \$ 50 Exempt ✓

Transferred 1-4-08 By Donna
DEBORAH S. NESTER, WILLIAMS COUNTY AUDITOR

Recorder's Stamp

200800078586
Filed for Record in
WILLIAMS COUNTY, OHIO
PATSY A. NEALER
01-04-2008 At 02:24 PM
QUIT CLAIM 36.00
Book 233 Page 1777 - 1779

200800078586
PAUL DUGGAN
PICK UP

Know all Men by these Presents

That LLOYD MACK GEARHART and DONNA GEARHART, husband and wife; R. JOHN GEARHART and TRACY GEARHART; husband and wife, CHRISTINA GEARHART, a single woman; TODD GEARHART, a single man, and RONDA WELCH, a single woman,

of Williams County, State of Ohio, for valuable consideration paid, grants to STEVE. R. WELCH and PAMELA L. WELCH, Husband and Wife, for their joint lives remainder to the survivor of them,

whose tax mailing address is 02-114 County Road L, Edon, OH 43518

the following real property:

Being a parcel of land situated in the State of Ohio, in the Northwest Quarter of Section Eight (8), Town Seven (7) North, Range One (1) East, Township of Florence, and more particularly described as follows:

Commencing at the Northwest corner of Section Eight (8), said point being an iron pin found this survey;

Thence along the north line of Northwest Quarter of Section Eight (8) and the centerline of County Road "L" N 90° 00' 00" E a distance of 494.00 feet to a PK placed this survey, said point being the true place of beginning of the parcel herein described,

Thence continuing N 90° 00' 00" E a distance of 342.00 feet to a PK placed this survey;

Thence S 00° 00' 00" W a distance of 25.00 feet to a 5/8 rebar with cap placed this survey;

Thence S 00° 00' 00" W a distance of 215.00 feet to a point;

Thence S 90° 00' 00" W a distance of 342.00 feet to a point;

Thence N 00° 00' 00" E a distance of 215.00 feet to a 5/8 rebar with cap placed this survey;

Thence N 00° 00' 00" E a distance of 25.00 to the TRUE POINT OF BEGINNING of parcel herein described containing 1.884 acres, more or less, and subject to highway rights of way and easements of record.

SEE ATTACHED EXHIBIT A
Prior Instrument Reference: Volume 276 , Page 399
Parcel No. 053-071-080-00-005.000 (Part)

Lloyd Mack Gearhart
Lloyd Mack Gearhart

Donna Gearhart
Donna Gearhart

R. John Gearhart
R. John Gearhart

PRELIMINARY TITLE

(bbl100)

BR 0293 PAGE 1778

Tracy Gearhart
Tracy Gearhart

Christina Gearhart
Christina Gearhart

Todd Gearhart
Todd Gearhart

Ronda Welch
Ronda Welch

STATE OF OHIO
Williams County, ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named **LLOYD MACK GEARHART** and **DONNA GEARHART** 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 Bryan, this 21st day of July, 2007.

Jody L. Bidlack
Notary Public Jody L. Bidlack

My commission expires 11/1/2011

STATE OF OHIO
Williams County, ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named **R. JOHN GEARHART** and **TRACY GEARHART** 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 Bryan, this 17 day of August, 2007.

Laurie J. Cox
Notary Public

LAURIE J. COX
Notary Public, Branch County, Michigan
My Commission Expires July 17, 2012
Acting in Branch County

STATE OF OHIO
Williams County, ss:

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Bryan, this 24 day of August, 2007.

Paul M. McKee
Notary Public

Commission Expires
October 4, 2014

STATE OF OHIO
Williams County, ss:

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Bryan, this 11 day of August, 2007.

Kathy L. Kope
Notary Public

Notary Public, State of Ohio

STATE OF OHIO
Williams County,

Kathy Kope
Notary Public, Indiana
Steuben County

My Commission Expires August 10, 2010

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Bryan, this 4 day of Aug, 2007.

Kathy Kope
Notary Public

PRELIMINARY TITLE

{obt100}

EN 0233 PAGE 1779

EXHIBIT A

The lands herein conveyed and any use and improvements made on this land shall be in conformity with all existing valid planning, zoning, platting, health, setback, or other lawful rules and regulations of Williams County, Ohio for the benefit of grantor and all other subsequent owners, assigns taking title from, under or through the undersigned.

Surveyed by Anthony H. Hoeffel, Registered Surveyor No. 6149 on October 19, 2007, and recorded in Volume 23R, Page 197 of the Williams County Survey Records in the office of the Williams County Engineer.

Grantor reserves unto himself and grants to the Williams County Commissioners an easement for highway purposes only 40 feet in width measured perpendicular to the centerline of road along that portion of the property which fronts said highway.

There shall be no construction of buildings or other structures within 90 feet of the centerline of the roadway abutting this property.

Legal Description Approved
Williams County Engineer
Requires Planning Commission
Approval
By: [Signature] 11-30-07

APPROVED BY
WILLIAMS COUNTY REGIONAL
PLANNING COMMISSION
No Plan Required
DIRECTOR: [Signature] 12/7/07

PRELIMINARY TITLE

(bb1100)

8

-26692-

EASEMENT

RECEIVED of The Toledo Edison Company the sum of ONE Dollar
and other good and valuable consideration, in consideration of which Harold M. Daniel and Hazel Daniel, husband
and wife,
hereby grant and convey unto The Toledo Edison Company,
its successors and assigns during corporate life, the right and easement to construct, maintain and operate a line or lines for the transmission of
electric energy thereover, for any and all purposes for which electric energy is now or may hereafter be used, with all necessary poles, towers,
wires, cables, fixtures and appliances through, over and upon lands, situate in the Township of CLYDE County of CLYDE
Williams State of Ohio and being more fully described as follows, to wit:

That part of the southeast quarter of the
southwest quarter of section five (5), town seven
(7) north, range one (1) east, lying east of the
public highway running thru said quarter section.

More particularly, the right is hereby granted
to construct and maintain a pole line approximately
one (1) foot north of and parallel to the present
highway running along the south side of said property;
or otherwise back far enough to clear any trees that
may be along said highway.

and also through, over and upon the public thoroughfares, highways and alleys, adjoining and abutting upon any part of said mentioned land.

Together with the rights of ingress and egress to, over and from said premises and the right to remove and keep free any obstructions from
and along said line or lines that will interfere with the construction or safe operation of said line or lines.

In Witness Whereof, we have hereunto set OUR hands this 8th day of June, 1936.
Signed and Acknowledged in the presence of:

Glen Schieber

H. M. Daniels

Paul Stevens

Hazel Daniel

State of Ohio)
County of Wm) SS.

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

H. M. & Hazel Daniel

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 subscribed my name this 8th day of June, 1936.

(SEAL)

Glen Schieber
Glen Schieber
Notary Public, Williams County, Ohio
Commission Expires May 17, 1936

E. O. Coolman

Recorder

Received for Record July 30 1936 at 1:13 P. M.

Recorded August 4 1936

Fee, \$ 1.50

By Margaret R. Bataine Deputy

PRELIMINARY TITLE

[bbl:100]

7

-26696-

EASEMENT

RECEIVED of The Toledo Edison Company the sum of One Dollar
and other good and valuable consideration, in consideration of which Charles H. Gearhart, and Hattie I. Gearhart,
husband and wife,

hereby grant and convey unto The Toledo Edison Company,
its successors and assigns during corporate life, the right and easement to construct, maintain and operate a line or lines for the transmission of
electric energy thereover, for any and all purposes for which electric energy is now or may hereafter be used, with all necessary poles, ~~hardware~~
wires, cables, fixtures and appliances through, over and upon lands, situate in the Township of FLORENCE, County of
Williams, State of Ohio, and being more fully described as follows, to wit:

All that part of the southeast quarter ($\frac{1}{4}$) of the
southwest quarter ($\frac{1}{4}$) of section five (5), town seven (7)
north, range one (1) east that lies west of the public high-
way running north and south thru said quarter section. ALSO
the southwest quarter ($\frac{1}{4}$) of the southwest quarter ($\frac{1}{4}$) of
section five (5), town seven (7) north, range one (1) east.

More particularly, the right is hereby granted to
construct and maintain a pole line approximately one (1)
foot north of and parallel to the present highway running
along the south side of said property; or otherwise back far
enough to clear any trees that may be along said highway.

and also through, over and upon the public thoroughfares, highways and alleys, adjoining and abutting upon any part of said mentioned land.

Together with the rights of ingress and egress to, over and from said premises and the right to remove and keep free any obstructions from
and along said line or lines that will interfere with the construction or safe operation of said line or lines.

In Witness Whereof, we have hereunto set our hands this 5th day of June, 1936.
Signed and Acknowledged in the presence of:

Glen Schieber

Charles H. Gearhart

Paul Stevens

Hattie I. Gearhart

State of Ohio)
County of Wms.) SS.

Before me a Notary Public, in and for said county, personally appeared the above named
Chas. H. & Hattie Gearhart

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 subscribed my name this 5th day of June, 1936.

(SEAL)

Glen Schieber
Glen Schieber
Notary Public, Williams County, Ohio
Commission Expires May 17, 1938

B. C. Coolman Recorder

Received for Record July 30, 1936 at 1:25 P.M.

Recorded August 4, 1936

Fee, \$ 1.50

By Margaret Rutanigaki Deputy

PRELIMINARY TITLE

(btt100)

24

-27072-

EASEMENT

RECEIVED of The Toledo Edison Company the sum of One Dollars
and other good and valuable consideration, in consideration of which Charles H. Gearhart, Hattie I. Gearhart, husband
and wife,

hereby grant and convey unto The Toledo Edison Company
its successors and assigns during corporate life, the right and easement to construct, maintain and operate a line or lines for the transmission of
electric energy thereover, for any and all purposes for which electric energy is now or may hereafter be used, with all necessary poles, ~~crossing~~
wires, cables, fixtures and appliances through, over and upon lands, situate in the Township of Florence County of
Williams, State of Ohio, and being more fully described as follows, to wit:

One hundred (100) acres off the entire north
side of the northwest quarter (1/4) of section eight (8),
town seven (7) north, range one (1) east.

More particularly, the right is hereby granted
to construct and maintain a pole line approximately one
(1) foot south of and parallel to the present highway
running along the north side of said property; or other-
wise back far enough to clear any trees that may be
along said highway.

and also through, over and upon the public thoroughfares, highways and alleys, adjoining and abutting upon any part of said mentioned land.

Together with the rights of ingress and egress to, over and from said premises and the right to remove and keep free any obstructions from
and along said line or lines that will interfere with the construction or safe operation of said line or lines.

In Witness Whereof, I have hereunto set my hands this 8th day of June, 1936
Signed and Acknowledged in the presence of:

Glen Schieber
Paul Stevens

Charles H. Gearhart
Hattie I. Gearhart

State of Ohio
County of Williams } SS.

Before me a Notary Public, in and for said county, personally appeared the above named
Chas. H. Gearhart & Hattie I. Gearhart,

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 subscribed my name this 8th day of June, 1936

(SEAL)

Glen Schieber
Glen Schieber
Notary Public, Williams County, Ohio
Commission Expires May 17, 1938
B. C. Coolman

Received for Record Oct. 23, 1936 at 3:56 P. M.

Recorded Oct. 28, 1936

Fee, \$.60

By Margaret Rataingaki Deputy

PRELIMINARY TITLE

(00100)

941779 ✓

LEASE NO. 04860026 ✓

OIL AND GAS LEASE PAID UP

AGREEMENT: Made and entered into the 26th day of February 19 94
by and between Lloyd Mack Gearhart, a married man dealing in his sole and separate property,
and Carolyn J. Welch, also known as Carolyn June Gearhart, a married woman dealing in
her sole and separate property,

of 260 Lane 415B, Jimmerson Lake, Fremont, IN 46737 hereinafter called lessor (whether one or more),
and Metropolitan Land Services, 2499 Bayside, Waterford, MI 48329 hereinafter called lessee;

1. Witnesseth: That the said lessor, for and in consideration of \$10.00 Dollars and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged and the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining, exploring and operating for oil and gas including the uses of the seismograph and other geophysical and geological methods, and of laying of pipe lines with the right to install and maintain lines to convey water, oil, steam, electricity, air and gas to, from, over, or across said premises, and of building tanks, power stations, and structures thereon to produce, save and take care of said products, and further does hereby grant unto lessee to act as lessor's agent to enter into a unit plan for development of operations and to make a Declaration for lessor to effectuate such a plan vesting in the agent the authority to do for his principal any lawful act performable by the principal, all that certain tract of land situated in the

Township of Florence County of Williams State of Ohio

described as follows, to-wit:

Tx# 053-02210-000 T7N-R1E Section 5: S½SW¼ ✓

Tx# 053-02540-000 T7N-R1E Section 8: The North 5/8ths of the NW¼ ✓

of Section 5 Township Florence Range 1E and containing 180.00 acres, more or less, and including all lands and interests therein, contiguous or appurtenant to said described land and owned or claimed by lessor, whether or not specifically described above. If this land is riparian to, bounds, or embraces within its boundaries a stream, lake or other body of water, then all of lessor's oil and/or gas rights and lands under said bodies of water, and all area now or hereafter added by accretion, are included and covered by this lease.

2. It is agreed that this lease shall remain in force for a primary term of Five (5) years from the date, and as long thereafter as operations are conducted upon said land or upon a Unit which includes all or part of said land with no cessation for more than 90 consecutive days. Provided, in the event of production of oil and/or gas in paying quantities during said primary term or during any extension of this lease pursuant to other terms hereof, the provision for "no cessation for more than 90 consecutive days" set forth above shall be extended to "no cessation for more than 180 consecutive days." Whenever used in this lease the word "operations" shall refer to any of the following activities: preparing location for drilling, drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas.

3. In consideration of the premises the lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or at the lessor's option may pay to the lessor for such one-eighth (1/8) royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

To pay (lessor one-eighth (1/8) of the gross proceeds at the wellhead, payable quarterly, for the gas from each well where gas is found, while the same is being used off the premises, and if used in the manufacture of gasoline of a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas at the wellhead.

To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable monthly at the prevailing market rate at the wellhead.

Lessor agrees to pay one-eighth (1/8) of any and all taxes levied or assessed upon the production of oil or gas from said land, and lessee is hereby authorized to pay such taxes and assessments on behalf of lessor and to deduct the amount so paid from any monies payable to lessor hereunder.

4. If any well, capable of producing oil and/or gas, located on the leased lands, or on lands pooled or communitized with all or part of the leased lands, is at any time shut-in and production therefrom is not sold or used off the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut-in, whether before or after expiration of the primary term. Lessee shall use reasonable diligence to market oil and/or gas capable of being produced from such shut-in well, but shall be under no obligation to reject or recycle gas, or to market such oil and/or gas under terms, conditions, or circumstances which in Lessee's judgment are uneconomic or otherwise unsatisfactory. For each well shut-in on the leased land, or on lands pooled or communitized with all or part of the leased lands, lessee shall be obligated to pay or tender to Lessor in the same manner provided for payment of delay rentals within 60 days after expiration of each period one year in length (annual period) during which such well is shut-in, as royalty, the sum of \$1.00 multiplied by the number of acres subject to this lease, provided, however, that if production from said well or wells is sold or used off the premises before the end of any such period, or, if at the end of any such annual period this lease is being maintained in force and effect other than by reason of such shut-in well, lessee shall not be obligated to pay or tender said sum of money for that annual period for any shut-in well on the leased lands. Lessee is not to be in any way liable for insufficient supply caused by the use of pumping stations, breakage of lines, or otherwise; and nothing herein shall prevent the lessee from abandoning any well or wells and removing the pipe therefrom. The lessee shall have the right to utilize all hydrocarbons produced from the premises, free of cost, for power, on this and adjoining premises, including but not limited to any waste or casinghead gas produced on the premises.

5. This lease is a paid up lease for the primary term and shall require no rental payments.

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

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe line below plow depth. No well shall be drilled nearer than 200 feet to the 400 house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to growing crops on said land. The amount of such damage payment shall be based upon the fair market value of actual crops destroyed. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

8. For the purpose of oil and/or gas development and production under this lease, lessor does hereby grant to lessee the right to pool or communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than one hundred eighty (180) acres, more or less, and/or a gas development unit of not more than six hundred forty (640) acres, more or less, but lessee shall in no event be required to drill more than one well on said unit. Each unit may be created by lessee's recording in the Registrar of Deeds Office within the county or counties in which said unit is situated, an instrument identifying the unit so created. If such gas well or wells as contemplated by this clause shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all covenants, expressed or implied, in this lease and lessor shall participate in the one-eighth (1/8) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by the lessor within the limitation of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

9. For purpose of promoting the development of shallow hydrocarbon production, Lessee is granted the power to pool and utilize this lease into a development pooled unit of up to 2,560 acres. This grant shall only be effective if Lessee drills or has drilled no later than one (1) year from declaration of pooling, at least one well completed in a shallow formation (as hereinafter defined) for each 160 acres of the pooled unit. This special pooling grant is only effective as to shallow formations hereby defined as geologic formations from the surface to the top of the Traverse Limestone Formation. The

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PRELIMINARY TITLE

(bbl100)

pooled unit must consist of all contiguous acreage but may be any combination of governmental quarter-quarter sections with at least one common side. To utilize this pooling grant Lessee shall file with the Register of Deeds of the relevant county or counties a declaration of the exact description of the unit formed pursuant to this clause. Subject to fulfilling the above described drilling requirements, such declaration is all that is required to establish the pooled unit. If such gas well or water well is contemplated by this clause shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all covenants, expressed or implied, in this lease. Lessor shall receive on hydrocarbon production thus pooled such proportion of the royalty stipulation herein reserved as the amount of Lessor's acreage placed in the unit bears to the total acreage so pooled in the particular declared unit, regardless of which wells the production actually comes from. After one such unit has been declared, Lessee may add other lands to such unit up to the limit of 2,660 acres provided that such lands in turn have a well drilled and completed per each 180 acres.

10. Notwithstanding anything to the contrary herein contained or implied by law, all present and future laws and rules and regulations of any governmental agency pertaining to well spacing, use of material equipment or otherwise shall be binding on the parties hereto with like effect as though incorporated herein at length, provided however that no government regulation shall be interpreted to require more wells than one (1) for each one hundred (100) acres for shallow hydrocarbon production as provided in and pursuant to Paragraph #9 of this lease. If drilling or other operations are delayed, hindered or prevented by any such laws, rules or regulations at the expiration of the primary term hereof, the primary term shall extend for a period equal to the full term of such hindrance, delay or prevention and for a period of six (6) months thereafter.

11. If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on Lessee until thirty (30) days after Lessee has been furnished with a written transfer or assignment or a true copy thereof, and rentals shall be adjusted in accordance with such change of ownership or assignment at the next succeeding rental anniversary after receipt by Lessee of evidence satisfactory to Lessee of such change of ownership or assignment. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said lease or any assignee thereof shall make due payments of said rentals, however, the Lessee making due payments, shall, after notice, have 90 days to cure the default.

12. Lessor expressly grants to Lessee the right to inject water, brine or other fluids produced from these leased premises or lands other than said leased premises for disposal. The injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water.

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

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

15. In the interest of conservation, the protection of reservoir pressures, or the recovery of the greatest ultimate yield of oil and gas, Lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining, repressuring and re-cycling facilities, and for such purposes may locate such facilities, including input wells, upon the leased premises.

16. At Lessee's option the primary term of this lease may be extended from 5 years to 10 years by paying or tendering to Lessor, on or before the expiration of said primary term, a bonus of \$ 5.00 per acre for the land then covered hereby, said bonus to be paid or tendered to Lessor by U.S. mail at the above address.

17. If during the primary term of this lease, or any extension thereof, Lessor receives a bona fide written offer to enter into a new Oil and Gas Lease from any third party and such offer is acceptable to Lessor, Lessee shall have the first right to have the new lease executed in its favor, upon the same terms and conditions. Said right shall be exercised by Lessee within thirty (30) days from the date Lessee receives written notice from Lessor or said right shall terminate.

* SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL ITEMS *

IN TESTIMONY WHEREOF WE SIGN, This the 26th day of February, 19 94

Witnesses:
X Peggy L. Anderson
Peggy L. Anderson
X Mary R. Herman
Mary R. Herman

X Lloyd Mack Gearhart SS# [REDACTED]
Lloyd Mack Gearhart
X Carolyn J. Welch
Carolyn J. Welch, also known as
Carolyn June Gearhart SS# [REDACTED]

NOTE: PLEASE HAVE TWO WITNESSES TYPE OR PRINT THEIR NAMES UNDER EACH SIGNATURE.

STATE OF Ohio
COUNTY OF Williams ss.

ACKNOWLEDGEMENT TO THE LEASE

On this 26th day of February, A.D. 19 94, before me the undersigned a Notary Public in and for said county, in the State aforesaid personally appeared Lloyd Mack Gearhart and Carolyn J. Welch

SEAL
to me known as the person ss described in and who executed the foregoing instrument and acknowledged that he, y had executed the same as their free act and deed.

My Commission Expires April 13, 1996, Acting in Williams County, State of Ohio
Notary Public Mary R. Herman

STATE OF Ohio
COUNTY OF Williams ss.

CORPORATE ACKNOWLEDGMENT TO THE LEASE

The foregoing instrument was acknowledged before me this 26th day of February, 19 94, by [REDACTED] as [REDACTED] of [REDACTED] Corporation, on behalf of said corporation.

Notary Public [REDACTED] County [REDACTED]

My Commission Expires 18, Acting in [REDACTED] County, State of [REDACTED]

This instrument was drafted by Peggy L. Anderson, 17 Crownview Drive, Mt. Vernon, IL 62864 and when recorded return to:

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PRELIMINARY TITLE

(b)(100)

EXHIBIT "A"

THIS EXHIBIT IS ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE FROM Lloyd Mack Gearhart and Carolyn J. Welch, also known as Carolyn June Gearhart, AS LESSOR, TO METROPOLITAN LAND SERVICES, AS LESSEE, DATED February 26th, 1994.

ADDITIONAL ITEMS

17. LESSEE DOES HEREBY IDEMNIFY AND SAVE HARMLESS THE LESSOR FROM ANY AND ALL LIABILITIES, CHARGES, ACTIONS OR OBLIGATIONS OF ANY NATURE WHATSOEVER, RESULTING DIRECTLY OR INDIRECTLY FROM LESSEE'S OPERATIONS ON THE HEREIN LEASED PREMISES.

18. IN THE EVENT DAMAGES TO THE SURFACE OF THE LANDS DESCRIBED HEREIN, ARE CAUSED BY LESSEE'S OPERATIONS, LESSEE SHALL RESTORE THE LAND TO AS NEAR ITS ORIGINAL CONDITION AS POSSIBLE.

SIGNED FOR IDENTIFICATION:

X Lloyd Mack Gearhart
Lloyd Mack Gearhart

X Carolyn J. Welch
Carolyn J. Welch

X _____

X _____

Received for Record May 3 19 94 At 9:59 AM.
Recorded May 3 19 94 In Record of Deeds
FEE \$ 18.00 E. M. Hoffman Williams County Recorder Enc.
By S. L. Allen Sena Tracy Sec.

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PRELIMINARY TITLE

{Bbt100}

Lease No. OH860026

RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, in consideration of the sum of One Dollar and other good and valuable consideration, paid to the undersigned by Metropolitan Land Services, 2499 Bayside, Waterford, MI 48329

the present owner of a certain oil and gas lease given by Lloyd Mack Gearhart to Carolyn J. Welch, a/k/a Carolyn June Gearhart to Metropolitan Land Services

bearing date of February 26th, 1994, and covering the following described real estate, to-wit:

✓
Tx# 053-02210-000 T7N-R1E Section 5: S½SW¼
Tx# 053-02540-000 T7N-R1E Section 8: The North 5/8ths of the NW¼

#9447794

RECEIVED AND RECORDED

July 14, 1994
At 2:03 o'clock P. M.

Record of Deeds

In Vol. 24 Page 309

EVELYN MARIE HOFFMAN

WILLIAMS COUNTY RECORDER

Feb/6/94

Recording Date Only

said lease being recorded in said County by Liber Vol. 24, page 168, hereby ratifies and confirms said oil and gas lease in every respect as if the undersigned had been named therein as lessor, and had duly executed and delivered said lease, and the undersigned further directs the owner of said lease, successors and assigns, to pay or tender all delay rentals which may be paid under the terms of said lease to the lessor named in said lease, as provided therein.

Dated this 3rd day of March, 1994

WITNESS:

X John Gearhart
X Trisha J. Rees
Raymond John Gearhart

STATE OF Indiana } ss. (Individual)
COUNTY OF Steuben } ss.

On this 3 day of March, 1994, before me personally appeared Raymond John Gearhart, known to me for as proved to me on oath of to be the person described in and who executed the within instrument, and acknowledged to me that he executed the same.

My Commission expires:

10-12-95

SEAL
Garold Thompson
Notary Public

STATE } ss. (Corporation)
COUNTY OF } ss.

On this day of in the year, before me, a Notary Public, personally appeared, known to me to be the President of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

My Commission expires:

THIS INSTRUMENT PREPARED BY: Peggy L. Anderson, 17 Crownview Drive, Mt. Vernon, Illinois 62864

When recorded, please return to:

Terra Energy, Ltd., 1503 N. Garfield Rd., Traverse City, MI 49686-5111

Vol. 24 Pg. 309

PRELIMINARY TITLE

#01100

Lease No. OH860026

RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, in consideration of the sum of One Dollar and other good and valuable consideration, paid to the undersigned by Metropolitan Land Services, 2499 Bayside,

Waterford, MI 48329

the present owner of a certain oil and gas lease given by Lloyd Mack Gearhart to Carolyn J. Welch, a/k/a Carolyn June Gearhart

to Metropolitan Land Services

bearing date of February 26th, 1994, and covering the following described real estate, to-wit:

✓ Tx# 053-02210-000 T7N-R1E Section 5: S½SW¼

✓ Tx# 053-02540-000 T7N-R1E Section 8: The North 5/8ths of the NW¼

said lease being recorded in said County in Liber Vol. 24, page 168, hereby ratifies and confirms said oil and gas lease in every respect as if the undersigned had been named therein as lessor, and had duly executed and delivered said lease, and the undersigned further directs the owner of said lease, successors and assigns, to pay or tender all delay rentals which may be paid under the terms of said lease to the lessor named in said lease, as provided therein.

Dated this 3rd day of March, 1994

WITNESS

X John C. Gabel
X Trisha J. Rees

X Steven R. Welch
Steven R. Welch SS

STATE OF Indiana } ss. Individual
COUNTY OF Stephan } ss.
On this 3 day of March, 1994, before me personally appeared Steven R. Welch, known to me for or proved to me on oath of to be the person described in and who executed the within instrument, and acknowledged to me that he executed the same.

My Commission expires:

10-15-95

STATE Indiana } ss.
COUNTY OF Stephan } ss.

Darryl Thompson
Notary Public
(Corporation)

SEAL

On this 3 day of March, 1994, before me, Darryl Thompson, a Notary Public, personally appeared Steven R. Welch, known to me to be the President of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

My Commission expires:

10-15-95

THIS INSTRUMENT PREPARED BY: Peggy L. Anderson, 17 Crownview Drive, Mt. Vernon, Illinois 62064

When recorded, please return to:

Terra Energy, Ltd., 1503 N. Garfield Rd., Traverse City, MI 49686-5111

Vol. 24 Pg. 310

941779 ✓

RECEIVED AND RECORDED

July 14, 1994

At 2:10 o'clock P. M.

Record of Deeds

In Vol. 24 Page 310

BY EVELYN MARIE HOFFMAN

WILLIAMS COUNTY RECORDER

Fee \$6.00

By Chipper

Recording Date Only

PRELIMINARY TITLE

(b)(100)

Lease No. OH860026

RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, in consideration of the sum of One Dollar and other good and valuable consideration, paid to the undersigned by Metropolitan Land Services, 2499 Bayview, Waterford, MI 48329

the present owner of a certain oil and gas lease given by Lloyd Mack Gearhart
Carolyn J. Welch, a/k/a Carolyn June Gearhart
to Metropolitan Land Services

bearing date of February 26th, 1994, and covering the following described real estate, to-wit:

1/4# 053-02210-000 T7N-R1E Section 5: S $\frac{1}{2}$ SW $\frac{1}{4}$
1/4# 053-02540-000 T7N-R1E Section 8: The North 5/8ths of the NW $\frac{1}{4}$

RECEIVED AND RECORDED

July 14, 1994

At 2:17 o'clock P. M.

Record of Deeds

In Vol. 24 Page 363

EVELYN MARIE HOFFMAN

WILLIAMS COUNTY RECORDER

Fee 16.00

By: [Signature]

For: [Signature]

Recording Date Only

said lease being recorded in said County in either Vol. 24, page 168, hereby ratifies and confirms said oil and gas lease in every respect as if the undersigned had been named therein as lessor, and had duly executed and delivered said lease, and the undersigned further directs the owner of said lease, it's successors and assigns, to pay or tender all delay rentals which may be paid under the terms of said lease to the lessor named in said lease, as provided therein.

Dated this 3rd day of March, 1994

WITNESS:

X John G. Geor

Trisha J. Rees

X Christina Ann Gearhart

Christina Ann Gearhart SS#

STATE OF Indiana

COUNTY OF St. Joseph

(Individual)

On this 3 day of March, 1994, before me personally appeared Christine Ann Gearhart, known to me for or proved to me on oath of [Signature] to be the person described in and who executed the within instrument, and acknowledged to me that he executed the same.

My Commission expires:

10-15-96

[Signature] Notary Public

SEAL

STATE OF

COUNTY OF

(Corporation)

On this day of in the year before me, a Notary Public, personally appeared, known to me to be the President of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

My Commission expires:

Notary Public

THIS INSTRUMENT PREPARED BY:

Peggy L. Anderson, 17 Crownview Drive, Mt. Vernon, Illinois 62864

When recorded, please return to:

Terra Energy, Ltd., 1503 N. Garfield Rd., Traverse City, MI 49686-5111

Vol. 24 Pg. 313

PRELIMINARY TITLE

(b)(100)

Lease No. OH860026

RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, in consideration of the sum of One Dollar and other good and valuable consideration, paid to the undersigned by Metropolitan Land Services, 2499 Bayside, Waterford, MI 48329

the present owner of a certain oil and gas lease given by Lloyd Mack Gearhart Carolyn J. Welch, a/k/a Carolyn June Gearhart to Metropolitan Land Services

bearing date of February 26th, 1994, and covering the following described real estate, to-wit:

- ✓ Tx# 053-02210-000 T7N-R1E Section 5: S&SW
- ✓ Tx# 053-02540-000 T7N-R1E Section 8: The North 5/8ths of the NW

said lease being recorded in said County in Volume 24, page 168, hereby ratifies and confirms said oil and gas lease in every respect as if the undersigned had been named therein as lessor, and had duly executed and delivered said lease, and the undersigned further directs the owner of said lease, successors and assigns, to pay or tender all delay rentals which may be paid under the terms of said lease to the lessor named in said lease, as provided therein.

Dated this 3rd day of March, 1994

WITNESS:

X John G. [Signature] X Ronald L. Noll
Trisha J. Rees

STATE OF Indiana } ss.
COUNTY OF St. Joseph } ss.
On this 3 day of March, 1994, before me personally appeared Ronald L. Noll, known to me for proved to me on oath of [Signature] to be the person described in and who executed the within instrument, and acknowledged to me that he executed the same.

My Commission expires: 10-12-95

STATE } ss.
COUNTY OF } ss.

On this day of , in the year , before me, a Notary Public, personally appeared , known to me to be the President of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

My Commission expires:

THIS INSTRUMENT PREPARED BY: Peggy L. Anderson, 17 Crownview Drive, Mt. Vernon, Illinois 62864

When recorded, please return to:

Terra Energy, Ltd., 1503 N. Garfield Rd., Traverse City, MI 49686-5111

Vol. 24 Pg. 312

941779

RECEIVED AND RECORDED

July 14, 1994
At 2:15 o'clock P. M.
Record of Change
In Vol. 24 Page 312
EVELYN MARIE HOFFMAN
WILLIAMS COUNTY RECORDER
Fee \$6.00

Op. Knapp
Jana Knapp

Recording Date Only

PRELIMINARY TITLE

(bbl100)

Lease No. OH860026

RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, in consideration of the sum of One Dollar and other good and valuable consideration, paid to the undersigned by Metropolitan Land Services, 2499 Bayside, Waterford, MI 48329

the present owner of a certain oil and gas lease given by Lloyd Mack Gearhart to Carolyn J. Welch, a/k/a Carolyn June Gearhart to Metropolitan Land Services

bearing date of February 26th, 1994, and covering the following described real estate, to-wit:

1/4 053-02210-000 T7N-R1E Section 5: S $\frac{1}{2}$ SW $\frac{1}{4}$
1/4 053-02540-000 T7N-R1E Section 8: The North 5/8ths of the NW $\frac{1}{4}$

RECEIVED AND RECORDED

July 14, 1994

At 2:17 o'clock P. M.

Record of Deeds

In Vol. 24 Page 313

EVELYN MARIE HOFFMAN

WILLIAMS COUNTY RECORDER

Fee 16.00

Op. Klappner

For Thompson

Recording Date Only

Vol. 24, page 168, hereby ratifies and confirms said oil and gas lease in every respect as if the undersigned had been named therein as lessor, and had duly executed and delivered said lease, and the undersigned further directs the owner of said lease, successors and assigns, to pay or tender all delay rentals which may be paid under the terms of said lease to the lessor named in said lease, as provided therein.

Dated this 3rd day of March, 1994

WITNESS:

X John G. Gearhart

X Christina Ann Gearhart

Trisha J. Rees

Christina Ann Gearhart SS#

STATE OF Indiana } ss. Individual--
COUNTY OF Steuben } ss.
On this 3 day of March, 1994, before me personally appeared Christine Ann Gearhart, known to me for proved to me on oath of to be the person, described in and who executed the within instrument, and acknowledged to me that he, executed the same.

My Commission expires:

10-15-96

Harold Thompson
Notary Public

SEAL

STATE } ss.
COUNTY OF } ss.

(Corporation--

On this day of in the year before me, a Notary Public, personally appeared, known to me to be the President of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

My Commission expires:

Notary Public

THIS INSTRUMENT PREPARED BY:

Peggy L. Anderson, 17 Crownview Drive, Mt. Vernon, Illinois 62864

When recorded, please return to:

Terra Energy, Ltd., 1503 N. Garfield Rd., Traverse City, MI 49686-5111

Vol. 24 Pg. 313

PRELIMINARY TITLE

{obt100}

981946 -

Received for Record Apr 21 19 98 At 1:43 PM
Recorded Apr 21 19 98 In Record of Deeds
FEE \$ 36.00 to the office Williams County Recorder Exr
to file Terra Energy

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS

METROPOLITAN LAND SERVICES, of 2919 Lansdowne Street, Waterford, Michigan 48329, hereinafter called "Assignor" for and in consideration of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, convey and quit claim unto **TERRA ENERGY LTD.**, a Michigan Corporation, of 1474 Terra Road, Traverse City, Michigan 49686-9005, hereinafter referred to as "Assignee", one hundred percent (100%) of 8/8ths working interest in and to the Oil & Gas Leases described on Exhibit "A" of this Assignment, covering lands in Williams County, State of Ohio, effective as of the date each respective lease herein assigned was acquired by Assignor.

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

Dated this 25th day of April, 1994.

WITNESSES:

Robert Boisvert
Robert Boisvert

Sharon J. Boisvert
Sharon J. Boisvert

METROPOLITAN LAND SERVICES

By: Thomas A. Rolph, d/b/a
Metropolitan Land Services

ACKNOWLEDGMENT

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS

The foregoing instrument was acknowledged before me this 25th day of April, 1994, by Thomas A. Rolph, d/b/a Metropolitan Land Services.

My Commission Expires:
February 1, 1997

Robert Boisvert
Robert Boisvert, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan

Prepared by: Thomas A. Rolph 2919 Lansdowne Street, Waterford, MI 48329

VOL 26 PAGE 585

PRELIMINARY TITLE

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT OF OIL AND GAS LEASES DATED EFFECTIVE AUGUST 31, 1995,
BY AND BETWEEN METROPOLITAN LAND SERVICES, AS ASSIGNOR,
AND TERRA ENERGY LTD., AS ASSIGNEE

WILLIAMS COUNTY, OHIO

LEASE #	LESSOR	LEASE				LEGAL DESCRIPTION			
		LESSEE	DATE	LIBER	PAGE	TWP	RNG	SEC	LEGAL DESCRIPTION
OH860034	DeWIRE, LARRY W. & LOIS J.	Metropolitan Land Services	02/23/94	24	171	7N	1E	9	S 1/4 OF NW/4; N/2 SE/4 NW/4
OH860002	FOX, DAVID L. & LUCINDA M.	Metropolitan Land Services	01/25/94	24	102	7N	1E	25	PT. NW/4
OH860040	FOX, DONALD L. & ELINOR	Metropolitan Land Services	03/02/94	24	273	7N	1E	24	2 ACRES IN SE CORNER OF SW/4 SE/4 NE/4
OH860048	FRY, JUNE E.	Metropolitan Land Services	02/24/94	24	288	7N	1E	16	W/2 SE/4; PT. SE/4 SW/4
						7N	1E	23	S/2 SE/4 W OF COUNTY ROAD 1-5
						8N	1E	31	PT. W/2 OF SECTION
						8N	1E	32	N/2 SW/4
						10S	4W	9	W 1/2 OF SECTION
OH860026	GEARHART, LLOYD MACK & C.J. WELCH	Metropolitan Land Services	02/28/94	24	168	7N	1E	5	S/2 SW/4
						7N	1E	8	N 5/8 NW/4
OH860042	GILBERT, RODNEY A. & CONNIE L.	Metropolitan Land Services	02/22/94	24	179	7N	1E	2	PT. E/2 NW/4 NE/4; PT. NE/4 NE/4
OH860035	GILBERT, RONALD C. & SUSAN KAY	Metropolitan Land Services	02/22/94	24	173	7N	1E	2	PT. E/2 NW/4 NE/4; PT. NE/4 NE/4
OH860033	HELD, RICHARD & WANDA, ET AL	Metropolitan Land Services	03/05/94	24	281	7N	1E	22	SW/4
						7N	1E	27	W/2 W/2 NE/4; NW/4
						7N	1E	28	E/2 NE/4
OH860043	HELD, RONALD & PENNY	Metropolitan Land Services	03/05/94	24	183	7N	1E	27	NW/4; W/2 W/2 NE/4
OH860039	HUG, CLEO M. & BARBARA	Metropolitan Land Services	02/17/94	24	278	7N	1E	15	N/2 NE/4 W/2 EXC. IN NE CORNER
						7N	1E	27	E/2 W/2 SE/4; PT. E/2 SE/4; E/2 W/2 SE/4
OH860008	HUG, JUNIOR F. & PHYLLIS E.	Metropolitan Land Services	02/03/94	24	120	7N	1E	27	E/2 SW/4

PRELIMINARY TITLE

051100

984718

Received for Record Sept. 18 1998 At 3:15 PM
Recorded Sept. 18 19 98 In Record of Deeds
FEE \$ 42.00 E. A. Hoffman Williams County Recorder Rock Energy Co. L.P.C.
ASSIGNMENT OF OIL AND GAS LEASES
(NORTHERN OHIO PROPERTIES)

Williams County, Ohio -- General

BE IT KNOWN BY THESE PRESENTS, that Terra Energy Ltd., a Michigan corporation, of 1475 Terra Road, Traverse City, Michigan 49686, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt and sufficiency whereof are hereby confessed and acknowledged, does hereby grant, bargain, sell, assign, set over, transfer and convey unto Rock Energy Company, L.L.C., a Michigan limited liability company, of 1503 Gerfield Road North, Traverse City, Michigan 49686, hereinafter called "Grantee", its successors and assigns forever, the following:

- (i) An undivided 90% of Grantor's right, title and interest in and to the following:
- (a) All oil, gas and mineral leases, leaseholds (excluding overriding royalty interests), working interests (except the reversionary working interests described in (iii)(b) below), and fee interests in property (including, without limitation, fee mineral interests) in and to the Oil and Gas Leases described in Exhibit "A" attached hereto, covering lands in Williams County, Ohio, together with and including all operating rights and the rights to share in production (collectively the "Leasehold Interests");
 - (b) All operating, utilization and pooling agreements, declarations, designations and other instruments which relate to the Leasehold Interests and the units created thereby (including all units formed by or under or any orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction);
 - (c) All oil and gas sales, purchase, exchange, processing and transportation contracts and agreements which relate to the Leasehold Interests, and all other contracts, agreements and instruments which relate to the Leasehold Interests, including farmouts and farmins, acquisition agreements, exploration agreements and contribution agreements, but only insofar as the foregoing relate to the Leasehold Interests;
 - (d) All personal property, all fixtures, equipment, improvements incident or related to the Leasehold Interests, interests, lands or any part thereof, or appurtenant thereto, located thereon or obtained, used, useful or held for future use in connection with exploration, development or operation thereof, or located thereon or on lands pooled therewith in connection with the production, handling, treating, storing or transporting of oil, gas or other minerals; and
 - (e) All other property, contracts, leases, agreements, interests and rights incident or related to or appurtenant to any of the lands, leaseholds, properties or interests described or referred to in the foregoing paragraphs (a) through (d), and all privileges, licenses, license agreements, permits, franchises, immunities and easements of every kind and nature, both surface and subsurface, pertaining to or used or useful in connection with or incident to the Leasehold Interests, or to any part thereof, or in anyway relating thereto, and any and all renewals and extensions of any of them, but only insofar as the foregoing relate to the Leasehold Interests; except that as to the agreements comprising the 1994 Guardian Program (as defined below) this Assignment conveys to Grantee an undivided 90% of Grantor's right, title and interest under said agreements as to all lands covered thereby.
- (ii) 100% of the overriding royalty interests of Grantor in the properties subject to the 1994 Guardian Program (as defined below), described in paragraph 4 of the October 21, 1994 Letter Agreement, as amended, referred to below creating the 1994 Guardian Program. The overriding royalty interests conveyed hereby shall be free and clear of any and all costs through the tailgate of the central production facility or equivalent point in the event that a central production facility is not in use, but said overriding royalty interests shall be subject to their proportionate shares of all production, severance, transportation and other taxes now or hereafter applicable thereto. Grantee's overriding royalty interest shall apply to extensions and renewals of the oil and gas leases subject to the 1994 Guardian Program.

VOL 26 PAGE 244

PRELIMINARY TITLE

(bbl100)

Assignment of Oil and Gas Leases (Northern Ohio Properties) - Williams County, Ohio
Dated Effective August 31, 1995
Terra Energy Ltd., Grantor
Rock Energy Company, L.L.C., Grantee
Page Two of Two

- (iii) 100% of (a) the promotions on drilling and completion (including, without limitation, construction and installation of production and sales facilities and pipelines) paid or hereafter paid by Guardian, its successors and assigns, and (b) all working interests to revert from Guardian, its successors and assigns, to Grantor on payout, under the terms of the 1994 Guardian Program.

The rights, titles, interests and properties conveyed hereby by Grantor to Grantee are hereinafter referred to as "Northern Ohio Properties".

TO HAVE AND TO HOLD the Northern Ohio Properties unto Grantee, its successors and assigns, forever.

This Assignment is subject to the terms of the Letter Agreement between Grantor and Guardian Energy Management Corp. ("Guardian") dated October 21, 1994, as subsequently modified, supplemented and amended (the agreement of the parties expressed in such letters and all agreements for the drilling of wells and all other oil and gas operations on the properties acquired pursuant to such letters, being herein referred to as the "1994 Guardian Program").

Grantor does not make any covenants or warranties of title to the Northern Ohio Properties, but does hereby assign and convey unto Grantee the benefit of all covenants and warranties made by Grantor's predecessors in title (to the extent proportionate to the interest assigned to Grantee hereby), to the full extent that the same may be assigned and conveyed by Grantor to Grantee. The Northern Ohio Properties are conveyed "AS IS" and WITHOUT WARRANTY AS TO CONDITION.

This Assignment is made and given pursuant to the terms of an Agreement of Purchase and Sale between Grantor and Grantee and is subject to the terms and conditions therein stated. This Assignment shall be effective as of August 31, 1995, at 7:00 a.m. local time.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on its behalf, by its officers duly authorized, as of this 23rd of July, 1998.

WITNESSES:

TERRA ENERGY LTD.

Daniel J. Koehlig
Daniel J. Koehlig

By: David R. Heinz
David R. Heinz
Its District Manager

Michelle Wilcox
Michelle Wilcox

ACKNOWLEDGMENT

STATE OF MICHIGAN)
COUNTY OF GRAND TRAVERSE) ss.

The foregoing instrument was acknowledged before me this 23rd day of July, 1998, by David R. Heinz, the District Manager of Terra Energy Ltd., a Michigan corporation, on behalf of the corporation.

Michelle Wilcox
Michelle Wilcox, Notary Public
Grand Traverse County, Michigan
My commission expires: April 11, 1999

Prepared by: S. Grimm, 1503 Garfield Road North, Traverse City, MI 49686-8005

RLAND\ASSIGNMENTS\STHWST42.ASC-TERRA-SO MICH-IND-OH

SEAL

VOL 26 PAGE 745

PRELIMINARY TITLE

206100}

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT DATED EFFECTIVE AUGUST 31, 1995,
BY AND BETWEEN TERRA ENERGY LTD., AS GRANTOR, AND
ROCK OIL COMPANY, L.L.C., ET AL, AS GRANTEE

R:\LAND\Exhibits\WILLIAMS OHIO EXHIBIT-TEL TO REC.xls\OH1

WILLIAMS COUNTY, OHIO

LEASE #	LESSOR	LESSEE	LEASE DATE	LIBER	PAGE	TWP	RNG	SEC	LEGAL DESCRIPTION
OH860094	FAULHABER, ELWOOD L. & CLEEN O.	Robert Boisvert, Inc.	12/01/94	25	53	8N	1E	32	NE 1/4 SE 1/4; SW 1/4 SE 1/4; W 1/2 N 1/2 SE 1/4 ✓
OH860057	FAULHABER, RICHARD B. & MILDRED M.	Robert Boisvert, Inc.	10/31/94	25	52	8N	1E	33	W 1/2 N 1/2 OF THE WEST 3/4 SW 1/4; PART OF E 1/2 W 1/2 SE 1/4 ✓
OH860148	FIRESTONE, BERNEDA A.	Robert Boisvert, Inc.	12/24/94	25	181	10S	4W	2	SW 1/4, EXC PT NORTH OF OH TURNPIKE ✓
OH860002	FOX, DAVID L. & LUCINDA M.	Metropolitan Land Services	01/25/94	24	102	7N	1E	25	E 1/2 NW 1/4 ✓
OH860040	FOX, DONALD L. & ELINOR	Metropolitan Land Services	03/02/94	24	273	7N	1E	24	2 ACRES IN SE CORNER OF SW 1/4 SE 1/4 ✓
OH860117	FRANK, GLEN R. & BEVERLY S.	Robert Boisvert, Inc.	11/28/94	25	48	10S	4W	2	N 1/2 NW 1/4 ✓
OH860048	FRY, JUNE E.	Metropolitan Land Services	02/24/94	24	288	10S	4W	3	S 1/2 ACRES OF THE EAST 3/4 E 1/2 NE 1/4 NORTH OF HWY ✓
OH860089	GEARHART, KIM E. & LAURA I.	Robert Boisvert, Inc.	11/23/94	25	43	7N	1E	7	E 1/2 W 1/2 NE 1/4; E 1/2 NE 1/4 ✓

Page 1 of 2

VOL 26 PAGE 746

PRELIMINARY TITLE

{bbt100}

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT DATED EFFECTIVE AUGUST 31, 1995,
BY AND BETWEEN TERRA ENERGY LTD., AS GRANTOR, AND
ROCK OIL COMPANY, L.L.C., ET AL, AS GRANTEE

R:\LAND\EXHIBITS\WILLIAMS OHIO EXHIBIT-TEL TO REC.XIS\JOH1

WILLIAMS COUNTY, OHIO

LEASE #	LESSOR	LESSEE	LEASE			LIBER	PAGE	TWP	RNG	SEC	LEGAL DESCRIPTION
			DATE	DATE	DATE						
OH860145	GEARHART, KIM E. & LAURA L.	Robert Boisvert, Inc.	01/09/95	25	46	7N	1E	10	W/2	SE/4	✓
OH860028	GEARHART, LLOYD MACK & C.J. WELCH	Metropolitan Land Services	02/28/94	24	168	7N	1E	5	S/2	SW/4	✓
						7N	1E	8	N 5/8	NW/4	✓

VOL 26 PAGE 747

PRELIMINARY TITLE

OIL AND GAS LEASE

Lease No. 8983

Standard Form

THIS AGREEMENT made this 29 day of Jan, 1981 between
Hattie F. Gearhart (widow)
P.O. Box 231
Edon, Ohio 43518

hereinafter called Lessor (whether one or more) and THE LION OIL COMPANY, P.O. Box 5, MARION, OHIO 43302 (Lessee).

WITNESSETH, That the Lessor, in consideration of One Dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged, and for the royalties and rentals herein provided, and the agreements of the Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee, for the purpose of investigating for underground storage reservoirs, exploring, prospecting, drilling, mining and operating for the production of oil, gas, and all other hydrocarbons, and their respective constituent products, injecting gas in underground storage, or in secondary production of oil, also water, air or any other fluids into the subsurface strata, laying of lines, storing oil or gas, building tanks, ponds, power stations and other structures thereon necessary to produce, save, take care of, treat, process, store and transport said oil, liquid hydrocarbons, gases, and their respective constituent products, together with the right of ingress and egress thereto or in other lands under lease to Lessee, the following described lands in:

Florence Township William County State of Ohio
 to wit
 Range 1-E Township 7N Sections 5, 8, Quarter
 North by: Keith & Doris Reitzel
 East by: Keith & Doris Reitzel, William L. Gearhart
 South by: Keith & Doris Reitzel
 West by: CR Rd 2

And containing 180 acres, more or less, and being the same lands conveyed to Lessor by a Deed dated _____ and recorded in Volume _____, at Page _____, in the records of said County, in William

it being intended hereby to include all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by Lessor.

It is a further condition hereof, that the Lessor hereby conveys to Lessee, as a power coupled with an interest, the right to unitize, pool and combine each and all of the said tract, or tracts, herein described, into an operating unit, or units, for the purpose of obtaining secondary recovery of oil from said premises, by any method which Lessee may elect to perform. No joinder of the Lessor herein named, or any heir, successor, or assign, in any such unitization shall be necessary or required for this privilege.

It is agreed that this lease shall remain in force for a term of 5 (five) years from this date, and as long thereafter as oil, gas, casinghead gasoline or any of them is being produced from said lease premises, or operations for drilling are continued as hereafter provided, or operations are continued for the injection of gas in a storage reservoir, water, brine, and any other fluids into subsurface strata.

In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of the Lessor, free of cost, in the pipe line or receiving tanks to which Lessee may connect his wells, the equal one-eighth part of all oil produced and saved from leased premises or at the Lessee's option, may pay to the Lessor for such one-eighth royalty, the market price of oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into the storage tanks.

2nd. To pay Lessor one-eighth, at the market price at the well for gas used, for the gas from each well where gas only is found, while the same is being used off the premises.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gas, one-eighth at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

4th. The Lessee shall commence operations for a well on the premises on or before 1 year from the date above unless

Lessee pays thereafter a rental of \$ 180.00 one hundred eighty Dollars payable annually, or proportionately by quarter for each year that operations are delayed from the time above mentioned. The consideration first recited herein, the down payment, shall cover not only the privilege granted to the date when first said rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid, and any and all other rights conferred. The drilling of a non-productive well shall be accepted by the Lessor in lieu of delay rental for a period of one year after its completion, and following the exhaustion or abandonment of all wells the Lessee shall have the right for a period of one year to resume the payment of delay rental or commence operations for another well. Upon the resumption of payment of rentals the provisions hereof governing such payment and the effect thereof shall continue in force as though they had not been interrupted.

5th. All moneys coming due hereunder shall be paid or tendered to Hattie F. Gearhart

direct, or by check payable to his (or her) order mailed to P.O. Box 231 Edon, Ohio 43518 and no default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payment or perform any conditions provided for herein unless the Lessee shall refuse or neglect to pay or perform the same for sixty days after having received written notice by registered mail from the Lessor of his intention to declare such default. Further no default shall be declared against Lessee by Lessor for any errors, omissions, incorrectness, or any other defects in notarization, filing, or witnessing of this lease.

6th. Lessor reserves 200,000 cubic feet of gas per annum for his own use on the lease premises to be taken through his own appliances including meter, said gas to be taken from the down stream side of separator, Lessor agrees to pay Lessee the commercial rate for any gas used in excess thereof. The operator of said well or wells will have control and regulate the well head pressure of said wells for the proper care and maintenance of the wells. Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas.

7th. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in proportion which his interest bears to the whole and undivided fee.

8th. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of Lessor.

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9th. No well shall be drilled within two hundred feet of any barn or dwelling now existing on the lease premises without the written consent of Lessor. Lessee shall bury all permanent pipelines below plow depth, when so requested by Lessor, and pay all damage, including growing crops caused by operations under this lease; said damage, if not mutually agreed upon, to be ascertained by three disinterested persons, one appointed by Lessor, one by Lessee and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive.

10th. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom, then as long as production continues. If after the expiration of the term of this lease production from the leased premises shall cease from any cause, this lease shall not terminate provided Lessee resumes operations within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, then as long as oil or gas is produced in paying quantities.

11th. If the estate of either party is assigned, and the privilege of assigning in whole or part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment of a true copy thereof; and it is hereby agreed in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect his lease insofar as it covers a part or parts of said lands which the said Lessee, or any assignee thereof, shall make due payments of said rental.

12th. If the leased premises are now, or shall hereafter be, owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among, and paid to, such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage; provided, however, if the leased premises consist of two or more non-adjacent tracts, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be inoperative as to such portion so consolidated.

13th. Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract, or unit, shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalty elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage so placed in the unit or his royalty therein bears to the total acreage so pooled in the particular unit involved; provided, Lessee shall be under no obligation whatsoever, express or implied, to drill, more than one well to each such unitized tract, regardless of when, where or by whom, offset wells may be drilled.

14th. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgage taxes or liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder, hereof, and Lessor hereby agrees that any such payments made by the Lessee for the Lessor shall be deducted from any amounts of money which may become due the Lessor under their terms of this lease. Lessor further warrants that no valid lease for oil or gas exists on the land herein described other than this lease and that Lessor will protect and save harmless Lessee for any losses sustained by Lessee due to the existence of another valid lease on this land.

15th. This lease shall not terminate nor become inoperative if at the termination thereof, Lessee is prevented from commencing drilling operations by the refusal of any duly constituted legal authority to issue a drilling permit thereon.

16th. The undersigned Lessors, for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

17th. In the event Lessee should encounter gas, on said premises prior to the expiration of the primary term, or any extension thereof, then Lessee may cap said gas well and continue this lease by the payment of \$1.00 per acre per year as a rental until a market can be found for such production; Lessor may option, in lieu of said payment, take free gas as hereinbefore provided.

18th. Lessor states that no gas and oil is now being produced from the premises and that Lessor is not receiving any payments from any other lease, and that any past lease is now terminated in accordance with its terms thereof.

19th. This lease embodies the entire contract and agreement between Lessor and Lessee, and no warranties, representations, promises or inducements not herein expressed have been made or relied upon by either party. The terms, conditions and stipulations hereof shall extend to the respective heirs, executors, administrators, successors and assigns of the parties hereto.

This form prepared by THE LION OIL COMPANY of P.O. Box 5, MARION, OHIO 43302

IN WITNESS WHEREOF WE SIGN, the date first above written.

Harold C. Chaggs (SEAL) Hattie T. Garhart (SEAL)
William (SEAL) 296-34-3555 (SEAL)
 (SEAL) (SEAL)
 (SEAL) (SEAL)
 (SEAL) (SEAL)
 (SEAL) (SEAL)

ACKNOWLEDGMENT

STATE OF Ohio COUNTY, SS.

I, Harold C. Chaggs, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Hattie T. Garhart

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as per free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, the 29 day of Jan, 1981
 My commission expires 1 Apr 1985 Harold C. Chaggs
 Notary Public

No. 153797	OIL AND GAS LEASE	FROM	TO	Date	Section	Township	Range	No. Acres	County	STATE OF <u>Ohio</u>	COUNTY OF <u>Williams</u>	SS.	This instrument was filed for record on the <u>13</u> day of <u>Feb</u> , 19 <u>81</u> at <u>146</u> o'clock <u>P.</u> M., and duly recorded in book <u> </u> page <u> </u> of the records of this office <u>W. W. Schlegel</u> Register of Deeds	By <u>Hood</u> Deputy	When Recorded Return to THE LION OIL COMPANY P.O. Box 5, MARION, OHIO 43302

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X 4
 For Design. of Rent + Royalties See Misc. Vol. 14 Pg. 182
 155761 / 1
 STATE OF Ohio
 COUNTY OF Marion
 ASSIGNMENT OF OIL AND GAS LEASES
 KNOW ALL MEN BY THESE PRESENTS
 THAT the undersigned KENNETH J. BARZACCHINI D.B.A. THE LION OIL COMPANY, P.O. BOX 5, MARION, OHIO 43302 (hereinafter called Assignor), for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:
 THE APPALACHIAN COMPANY, A DELAWARE CORPORATION, LOCATED AT 500 WEST WILSON BRIDGE ROAD, WORTHINGTON, OHIO 43085,
 (hereinafter called Assignee), "ALL ASSIGNOR'S RIGHT, TITLE AND INTEREST" in and to oil and gas leases in WILLIAMS COUNTY, OHIO, described in "Exhibit A" herein attached and made part of this Assignment, together with the rights incident thereto and the personal property thereto, appurtenant thereto, or used, or obtained, in connection therewith.
 And for the same consideration, the Assignor covenants with the said Assignee his or its heirs, successors, or assigns that Assignor is the lawful owner of said leases and rights and interest thereunder and of the personal property thereof or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.
 In Witness Whereof, The undersigned owner and Assignor signed and sealed this instrument this 4th day of March, 1981.
 Signed and acknowledged in the presence of:
Janice Bumgarner
Glenda Bennett
 Kenneth J. Barzacchini
 The Lion Oil Company
 ACKNOWLEDGEMENT
 STATE OF Ohio, ss.
 Marion County,
 I, Janice C. Bumgarner, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that KENNETH J. BARZACCHINI D.B.A. THE LION OIL COMPANY of Marion, Ohio personally known to me to be the same person whose name subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead and dower.
 Given under my hand and Seal, this 4th day of March, 1981.
 My commission expires Dec. 19, 1985
Janice Bumgarner
 Notary Public
 This document prepared by:
 THE LION OIL COMPANY
 P.O. BOX 5
 MARION, OH 43302
 Received for Record August 20 19 81 At 10:21 A.M.
 Recorded August 20 19 81 In Record of
 FEE \$ 46.00 Newschaefer Williams County Recorder
By C. Summers B.W.
 36(2)
 Vol. 13 Pg. 184

PRELIMINARY TITLE

EXHIBIT "A" TO ASSIGNMENT OF 65 OIL & GAS LEASES - WILLIAMS COUNTY, OHIO

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
<u>BRADY TOWNSHIP</u>				
9024	BECK, Donald R. & Barbara	57.40	20	29
9017	COULON, John A. & Martin R.	83.60	19	999
9046	GENRES, Albert & Margaret	64.40	19	1027
9039	GRABER, John C. & Juanita I.	160.00	19	1049
9043	JULLARD, Kenneth H. & Mary J.	175.00	19	1021
9023	NOFZIGER, Lillie M.	80.00	19	1051
9032	SHORT, Arlo L. & Karen A.	120.00	19	1063
9034	SHORT, Roger W. & Brenda K.	70.50	19	1067
9018	SIEGEL, Glen & Earl & Nora & Ethel & Elizabeth	103.00	19	1011
9021	SIEGEL, Harold & Margaret	115.00	19	1045
9027	STUCKEY, Dean & Colleen J.	80.00	20	5
9019	WEISZ, Robert & Catherine	83.00	20	51
<u>CENTER TOWNSHIP</u>				
9011	BEVER, Robert O. & Donna ER	80.00	19	1037
9014	DAVIS, Earl E. & Joan M.	83.00	20	9
9045	KIMPEL, Norman & Linda L.	41.00	19	1025
9008	KOBY, Robert H. & Virginia M.	192.85	19	1033
<u>FLORENCE TOWNSHIP</u>				
9012	COLES, Norman D. & Annabel L.	291.00	20	3
9066	CURRY, Donald B. & Dorothy J.	120.00	19	1009
8983	GEARHART, Hattie I.	180.00	20	45
8981	HOLTHUES, Carl D. & Barbara A.	120.00	20	49
8982	HOLTHUES, Lambert W. & Faye T.	180.00	20	47
8987	MEYERS, John H. & Patricia R. & Myrrel	231.00	20	37
8988	MEYERS, Myrrel M.	197.00	20	35
8984	ROCKEY, Marvin B. & Lorraine M. & Steven L.	80.00	20	43
8985	ROCKEY, Marvin B. & Lorraine M. & Orval B. & Virginia	540.00	20	41
8986	SIEBENALER, Lavon W. & Darlene	174.00	20	39
8989	STATE LINE SWINE, INC.	403.00	20	33
9037	TRAUSCH, Lester D. & Marie J.	164.00	19	1039
<u>JEFFERSON TOWNSHIP</u>				
9031	BATTERSON, James C. & Stephen J. & Joan	230.20	19	1061
9044	CHAMBERLAIN, Loren W. & Elenor F.	176.25	19	1023
9041	CRAMER, Harold E. & Frances L.	118.00	19	1017
9038	OBERLIN, Perry & Madge M.	160.00	19	1043
9062	OTT, Harold G. & Freida L.	152.00	19	1001
9028	POLTER, Ralph R. & Mildred F.	138.00	20	11
9030	RUPP, Jerry L. & Carol A.	120.00	19	1059
9020	SNYDER, Ralph J. & Betty J.	171.00	19	1041

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PRELIMINARY TITLE

Vol. 14 PAGE 670 OIL AND GAS LEASE

AGREEMENT, Made and entered into the 11 day of May 1964
by and between Hattie Northart, (widow)

of Edon, Ohio hereinafter called

lessor (whether one or more), and J. R. Murphy, Route 1, Pomroy, Ohio

hereinafter called lessee:

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

State of Ohio described as follows, to-wit:

100 acres situated in the north-west quarter of Section 8 and 80 acres situated in the south-west quarter of Section 5, Florence Township.

N - East 1/4
E - North 1/4
S - East 1/4
N - 1/2 Sec. 5

of Section 8 & 5, Township Florence, Range 180 and containing 180 acres, more or less, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of this state. It is agreed that this lease shall remain in force for a term of ten years from this date, and as long thereafter as oil or gas or either of them is produced from said land by lessee.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing fair for gas, and lessor to have gas free of cost from any such well for all groves and all inside lights in the principal dwelling on said land during the same time, by making lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the market value, at the mouth of the well, payable monthly at the prevailing market rate.

If no well be commenced on said land on or before the 1st day of November 1964, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or to the lessor's credit in the Edon State Bank at Edon, Ohio or its successors, which

shall continue as the depository regardless of changes in the ownership of said land, the sum of One Dollar per acre per annum payable quarterly in advance which shall operate as a rental and cover the privilege of deferring the commencement of a well for the period paid from said date. The payment herein referred to may be made in currency, draft, or check at the option of the lessor; and the depositing of such currency, draft, or check in any post office, with sufficient postage and properly addressed to the lessor, or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals, in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals as above provided, that the last preceding paragraph hereof governing the payment of rentals and the effect thereof, shall continue in force just as though there has been no interruption in the rental payments, and if the lessee shall commence to drill a well within the term of the lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operations thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or reassignments of rental or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payments of the proportionate part of the rentals due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental, and this lease shall never be forfeited for non-payment of any rental due until after at least ten days' written notice by registered mail or in person shall have been given the lessee.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment of any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by lessor, and he subrogated to the rights of the holder thereof.

All express or implied covenants of this lease shall be subject to all Federal and State laws, executive orders, rules or regulations, and this lease shall not be terminated, in whole or in part, nor lease held liable in damages for failure to comply herewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation. And unit operation of any part of said real estate with other land is hereby authorized when any such rule or law may require same.

Hattie Northart (SEAL)
J. R. Murphy (SEAL)
(SEAL)
(SEAL)

Hattie Northart (SEAL)
(SEAL)
(SEAL)
(SEAL)

Glenn Printing & Binding Co., Parkersburg, W. Va.

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