



Jefferson County, OH

57.73±
acres

Offered in 1 Tract

Steubenville Area

LAND AUCTION

MONDAY, NOVEMBER 4

- Quality Hunting
- Immediate possession available for 2024 Hunting Season
- Excellent Location
- Secluded Settings
- 2 Miles from Wintersville
- 40 miles to Pittsburgh

STARTS AT 6PM

held at the Steubenville
Country Club, 413 Lovers Ln,
Steubenville, OH 43953



INFORMATION BOOKLET



10% Buyer's
Premium



800.451.2709
SchraderAuction.com

Disclaimer

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Schrader Auction Company assumes no liability for the information provided.

Auction Manager

LUKE SCHRADER • 260.229.7089



950 N. Liberty Dr., Columbia City, IN 46725
800.451.2709 | 260.244.7606
www.schraderauction.com

Follow us and download our Schrader iOS app



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BIDDER PRE-REGISTRATION FORM

MONDAY, NOVEMBER 4, 2024

57.73± ACRES – JEFFERSON COUNTY, 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 28, 2024.
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
57.73± Acres • Jefferson County, Ohio
Monday, November 4, 2024

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, November 4, 2024 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 28, 2024**. 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 MAP

LOCATION MAP



AUCTION LOCATION: Steubenville Country Club, 413 Lovers Ln, Steubenville, OH 43953

PROPERTY LOCATION: Near 3008 CR 26, Steubenville, OH **DIRECTIONS:** From the intersection of SR 43 and Canton Rd, head east for a quarter of a mile, then head south onto Fernwood Rd, continue for 2 miles (the road will turn into Cross Creek Rd). You will T into CR-26, take a left and the property will immediately be on your left.

TRACT MAP

TRACT MAP

Inspection Dates

3:00 - 5:00 pm

Wednesday, October 9

Tuesday, October 29



TRACT DESCRIPTIONS

Steubenville Area

LAND AUCTION

STARTS AT 6PM **MONDAY, NOVEMBER 4**

Jefferson County, OH

57.73±
acres

Offered in 1 Tract

- *Quality Hunting*
- *Immediate possession available for 2024 Hunting Season*
- *Excellent Location*
- *Secluded Settings*
- *2 Miles from Wintersville*
- *40 miles to Pittsburgh*



The Saxion property presents an excellent chance to acquire high quality hunting land and/or secluded building sites near Steubenville, OH. This property provides endless possibilities being large enough to offer privacy and recreational advantages while also adjoining the city of Wintersville. Study the deer photos taken in the last year and you will be sure to inspect this unique property for yourself! **IMMEDIATE POSSESSION OFFERED FOR FALL 2024 HUNTING RIGHTS!**

TRACT 1 - 57.73± acres of secluded settings conveniently located near Steubenville. Be sure to evaluate the deer photos showing proof of quality hunting! Existing trails allow for navigation throughout the woods and offers several shooting lanes. City water also borders the property providing for development or building site potential.

Auction Terms & Conditions:

PROCEDURES: The property will be offered as a single 57.73± acre unit.

BUYER'S PREMIUM: The purchase price will be the bid amount plus a 10% buyer's premium.

DOWN PAYMENT: 10% down payment on the day of the auction with the balance in cash at closing. The down payment may be made in the form of cash, cashier's check, personal check or corporate check. Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed and are capable of paying cash at closing.

IMMEDIATE ACCESS: Buyers may fill out an immediate possession form to gain pre-closing access to the property for fall hunting activities.

ACCEPTANCE OF BID PRICES: Successful bidder(s) will be required to enter into a purchase agreement at the auction site immediately following the close of the auction. All final bid prices are subject to the Seller's acceptance or rejection.

EVIDENCE OF TITLE: The Seller will provide a Preliminary Title Opinion 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). Seller agrees to provide merchantable title to the property subject to matters of record. All tracts sold "As-Is".

DEED: Seller(s) shall provide a Warranty Deed(s).

CLOSING: The balance of the real estate purchase price is due at closing, which will take place approximately 45 days after the auction.

POSSESSION: Possession will be delivered at closing, subject to any immediate possession agreements.

REAL ESTATE TAXES / ASSESSMENTS: Taxes shall be prorated to the date of closing.

MINERALS: The sale of the real estate will include minerals

currently owned by Seller (if any). However, no promise, warranty or representation will be made as to the existence or value of any minerals or the nature or extent of Seller's interest therein.

ACREAGE: All boundaries are approximate and have been estimated based on current legal descriptions and GIS measurements.

SURVEY: A new survey will be made where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient for title transfer.

TRAIL CAM PHOTOS: Some of the trail cam photos were taken on land being retained by the seller adjoining the subject.

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

FAIR HOUSING: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance 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.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the Terms and Conditions outlined in the Purchase Agreement. The property is being sold on "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the seller or the auction company. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information 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 Sellers or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Sellers and Selling Agents reserve the right to preclude any person from bidding if there is any question as 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 COMPANY OR OWNER NOT RESPONSIBLE FOR ACCIDENTS.**

10% Buyer's Premium

Owner: Michael Saxion

Auction Manager

Luke Schrader • 260.229.7089

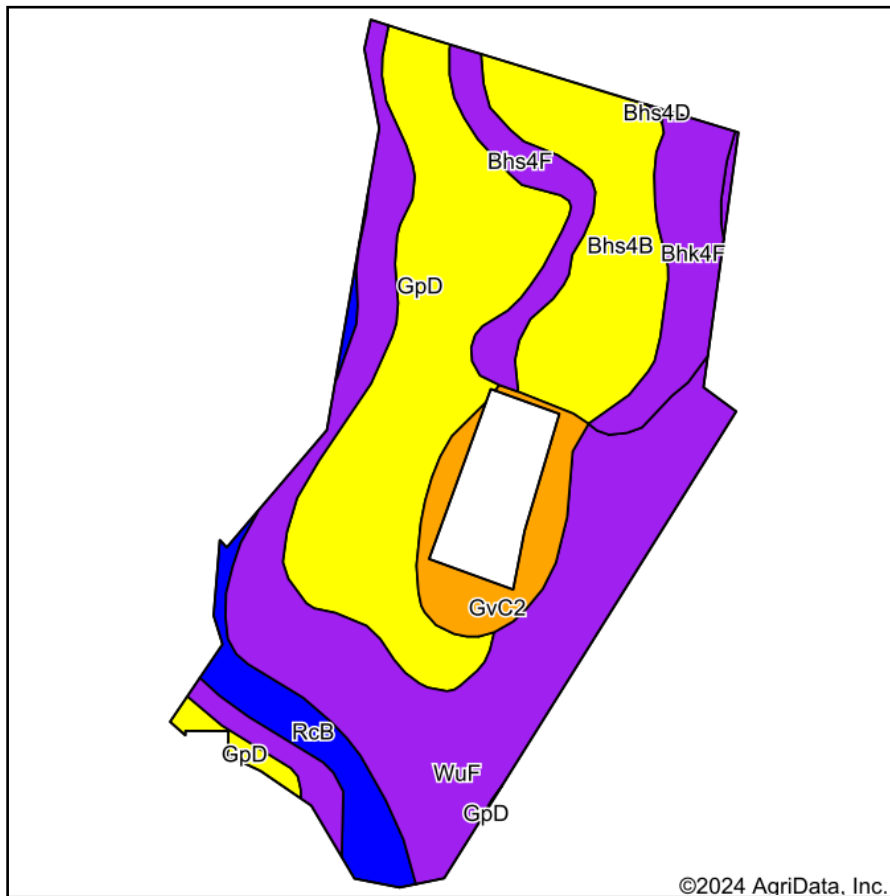
800.451.2709

SchraderAuction.com

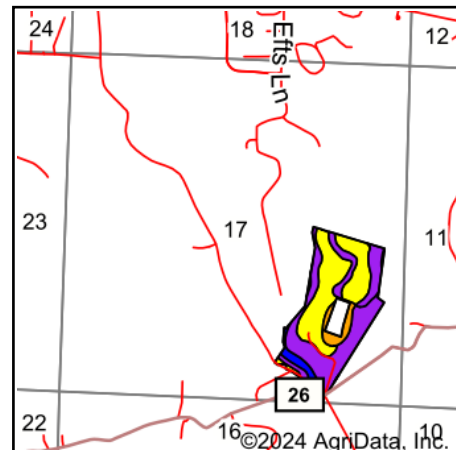


SOILS MAP

SOILS MAP



Soils data provided by USDA and NRCS.



State: **Ohio**
 County: **Jefferson**
 Location: **17-6N-2W**
 Township: **Cross Creek**
 Acres: **57.26**
 Date: **9/12/2024**

SCHRADER
 Real Estate and Auction Company, Inc.

Maps Provided By:

surety
 CUSTOMIZED ONLINE MAPPING
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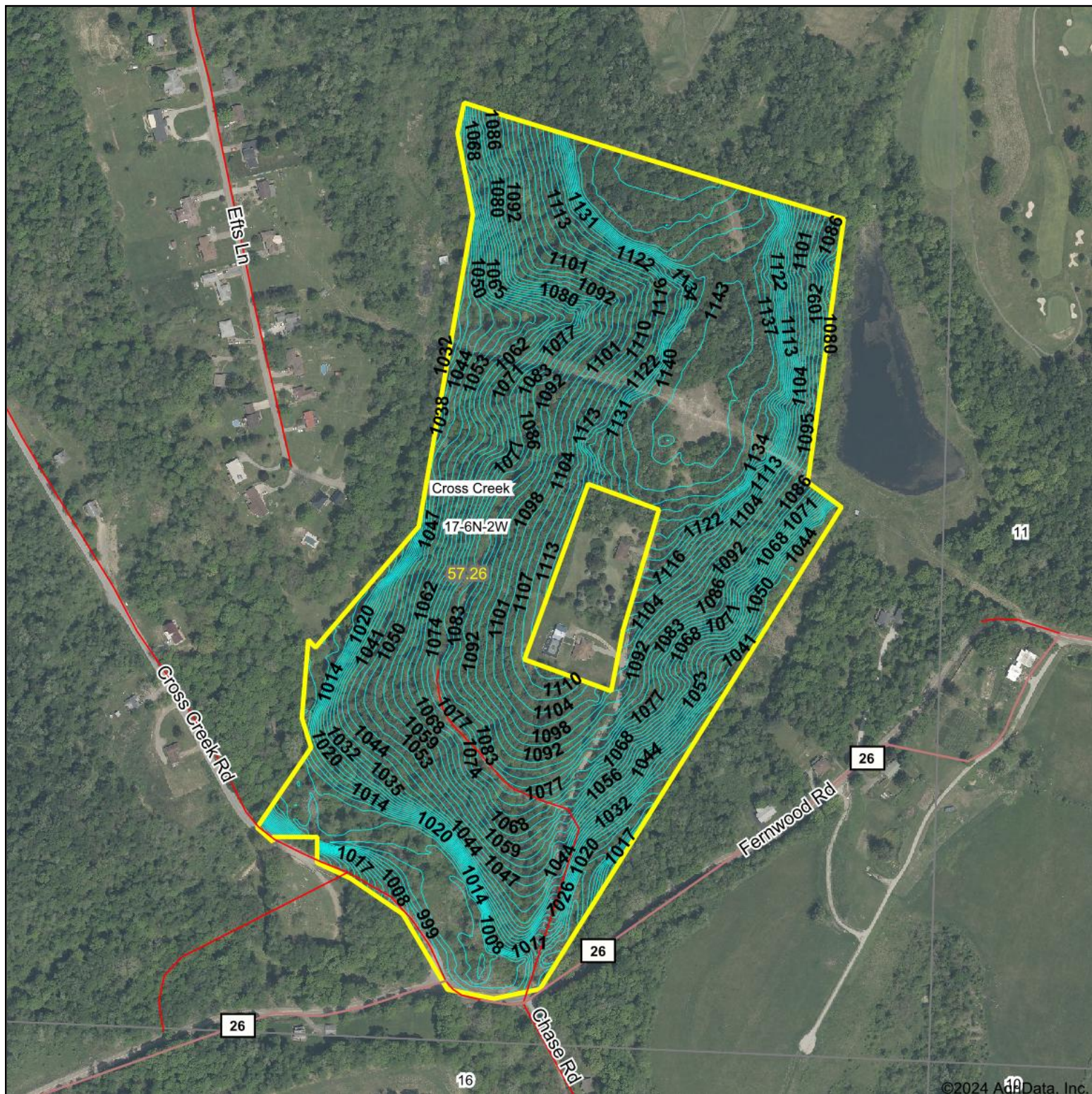


Area Symbol: OH081, Soil Area Version: 22

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Corn silage Tons	Grass legume hay Tons	Kentucky bluegrass AUM	Oats Bu	Orchardgrass alfalfa hay Tons	Pasture AUM	Winter wheat Bu	*eFOTG PI
WuF	Westmoreland-Lowell complex, 40 to 70 percent slopes	19.97	34.8%		Vlle									0
GpD	Gilpin-Lowell silt loams, 15 to 25 percent slopes	16.03	28.0%		IVe									52
Bhs4B	Bethesda channery silt loam, 0 to 8 percent slopes, unreclaimed	7.99	14.0%		IVs			1.5				3		33
Bhk4F	Bethesda channery silt loam, 25 to 70 percent slopes, unreclaimed, highwall	3.88	6.8%		Vlle									0
RcB	Richland silt loam, 1 to 7 percent slopes	3.37	5.9%		Ile	125	25	4	8.3	75	4	8.3	45	63
GvC2	Guernsey silty clay loam, 7 to 15 percent slopes, eroded	3.27	5.7%		Ille	90			6.7	60	4.5		35	63

TOPOGRAPHY MAP

TOPOGRAPHY MAP



SCHRADER
Real Estate and Auction Company, Inc.

Maps Provided By:



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www.AgriDataInc.com

Field borders provided by Farm Service Agency as of 5/21/2008.

Source: USGS 3 meter dem

Interval(ft): 3.0

Min: 988.9

Max: 1,157.5

Range: 168.6

Average: 1,080.4

Standard Deviation: 43.93 ft

0ft 463ft 926ft



9/12/2024

17-6N-2W
Jefferson County
Ohio

Boundary Center: 40° 21' 8.17, -80° 41' 3.81

COUNTY TAX INFORMATION

COUNTY TAX INFORMATION

Tax Charges and Credits

Tax Information	First Half Balance	Second Half Balance	Total
Gross Tax	1,871.77	1,871.77	3,743.54
Tax Credit (House Bill 920)	-710.44	-710.44	-1420.88
Effective Tax	1,161.33	1,161.33	2,322.66
Non-Business Credit	-96.98	-96.98	-193.96
Owner Occupancy Credit	0.00	0.00	0.00
HomeStead Credit	0.00	0.00	0.00
Net General	1,064.35	1,064.35	2,128.70
Net Special	0.00	0.00	0.00
Cauv Recoupment	0.00	0.00	0.00
Penalty General	0.00	0.00	0.00
Penalty Special	0.00	0.00	0.00
Interest General	0.00	0.00	0.00
Interest Special	0.00	0.00	0.00
Adjustment General	0.00	0.00	0.00
Adjustment Special	0.00	0.00	0.00
Taxes Billed	1,064.35	1,064.35	2,128.70
Prior Interest	0.00		
General Delinquency	0.00		
Special Delinquency	0.00		
First Half Past Due	0.00		
Taxes Due	1,064.35	1,064.35	
Applied Receipts and Adjustments	-2128.70	0.00	
Over Payment	1,064.35	-1064.35	
Balances	0.00	0.00	0.00

Date Paid	Amount
01/31/2024	2128.70
02/22/2024	1064.35
Totals	3193.05

PRELIMINARY TITLE

PRELIMINARY TITLE



First American Title™

OTIRB Commitment for Title Insurance
Ohio - 2021 v. 01.00 (07-01-2021)

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

Issuer: First American Title Insurance Company
Issuing Office: 11 North Third Street, Newark, OH 43055
Issuing Office's ALTA® Registry ID:
Commitment Number: 2807652NE
Issuing Office File Number: 2807652NE
Property Address: 57.73 acres County Road 26, Steubenville, OH 43953
Revision Number:

SCHEDULE A

1. Commitment Date: September 09, 2024 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Standard Owner's Policy
Proposed Insured: TBD
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Standard Loan Policy
Proposed Insured: Lender To Be Determined
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

Michael J. Saxion
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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

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PRELIMINARY TITLE



First American Title™

**OTIRB Commitment for Title Insurance
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First American Title Insurance Company

By:

Authorized Signatory

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Commitment No. 2807652NE

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Michael J. Saxion, and spouse, if any to TBD.
 - b. Mortgage to be insured from TBD to Lender To Be Determined.
5. Payment, cancellation and satisfaction of a Mortgage securing an original indebtedness in the amount of \$[REDACTED], recorded February 21, 2024 in Official Record Volume 1526, Page 1282. (Covering caption and more land)
Dated: February 15, 2024
Mortgagor: Michael J. Saxion, married to Jennifer Saxion
Mortgagee: Farm Credit Mid-America, FLCA
6. Owners Affidavit from Michael J. Saxion in a form approved by First American Title Insurance Company.
7. Pay all taxes, charges, assessments, levied and assessed against the Land which are due and payable.
8. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and material men are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
9. Engineer's Approval: If the insured legal description is a metes and bounds legal, it must be approved by the Jefferson County Engineer's Office and attached to the instrument of conveyance prior to recording.

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PRELIMINARY TITLE



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**OTIRB Commitment for Title Insurance
Ohio - 2021 v. 01.00 (07-01-2021)**

NOTE: FAILURE TO ATTACH THE COUNTY-APPROVED LEGAL DESCRIPTION TO THE INSTRUMENT OF CONVEYANCE MAY CREATE A SUBSTANTIAL DELAY IN RECORDING.

10. Provide to this company evidence of survey showing no encroachments affecting the premises in question, otherwise, the policies issued herewith will contain an exception as to matters of survey.
11. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to the approval of the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this commitment, and every person relying on this commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00 and the total liability of the Company on account of the commitment shall not exceed said amount.

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Ohio - 2021 v. 01.00 (07-01-2021)

Commitment No. 2807652NE

SCHEDULE B, PART II—Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.

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9. Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the Land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the Land by the State, County, Municipality, Township, or other taxing authority.
10. 2023 Tax Duplicate for Parcel Number 08-01765-000;

The first half tax in the amount of \$**1,064.35**, including current assessments, if any, is **PAID**.

The second half tax in the amount of \$**1,064.35**, including current assessments, if any, is **PAID**.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is **None**.

Assessed Values:
Land: \$50,520 Building: \$0 Total: \$50,520

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable. Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the Land.
11. Uncertified special tax assessments.
12. Ordinance No. 1998-147 for Annexation to the City of Steubenville recorded in Official Record Volume 459, Page 480.
13. Waterline Easement disclosed by instrument recorded in Official Record Volume 538, Page 427 on January 16, 2003.
14. Oil and Gas Lease recorded in Official Record Volume 1310, Page 318 on June 19, 2018 and any subsequent instruments pertinent thereto.
15. Right of way easement in favor of Northern Ohio Oil and Gas Co. Inc., recorded in Deed Volume 582, Page 899 on October 15, 1981. Subject to the terms and conditions thereof.
16. Right of way easement in favor of United Group Realities, Inc., an Ohio corporation Dated: September 29, 1997, recorded in Volume 246, Page 755 on October 3, 1997. Subject to the terms and conditions thereof.
17. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein.

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18. Rights of the public in and to that portion of the land lying within CR 26.

The following 24 month chain of title is being shown per customer request and is for informational purposes only:

- a. **Michael J. Saxion acquired title by General Warranty Deed recorded in Official Record Volume 1526, Page 1275 filed on February 21, 2024.**
- b. **HR4 Minerals, LLC, a Delaware limited liability company acquired title by General Warranty Deed recorded in Official Record Volume 1519, Page 2608 filed on May 9, 2023.**

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EXHIBIT A

The Land referred to herein below is situated in the Township of Cross Creek, County of Jefferson, State of Ohio, and is described as follows:

Description of a 62.8040 Acre Tract of land situated in Section 17, Township 6, Range 2, Cross Creek Township, Jefferson County, Ohio. There is excepted from the 62.8040 Acre Tract two tracts previously conveyed, one of 1.0818 Acres by this survey, another of 2.0248 Acres by this survey. These two exceptions are more completely described later in this description leaving 59.6974 Acres to be conveyed. Said 59.6974 Acres being the remainder of a 71 Acre Tract as described in Volume 545, Page 161 of the Jefferson County Record of Deeds. A more complete description of the 62.8040 Acre Tract is as follows:

Beginning at a point in County Road 26, the Southeast corner of that said 62.8040 Acre Tract. The Southeast corner of Section 17, Township 6, Range 2 bears the following Two (2) bearings and distances from said beginning point: (1) South 30 deg. 00' 00" West 216.00 feet to a point on the South line of said Section 17; (2) Thence with the South line of said Section East 1221.00 feet to said Southeast corner of Section 17, Township 6, Range 2.

Thence from said beginning point and in County Road 26 the following Two (2) bearings and distances: (1) South 76 deg. 15' 46" West 139.80 feet; (2) North 80 deg. 50' 44" West 141.11 feet;

Thence leaving County Road 26 and in Township Road 174 the following four (4) bearings and distances: (1) North 32 deg. 39' 14" West 260.21 feet; (2) North 61 deg. 06' 30" West 184.70 feet to the Northeast corner of Cross Creek Township Trustee Tract recorded in Volume 298, Page 142; (3) Thence with the North line of said tract North 66 deg. 51' 04" West 109.44 feet; (4) North 59 deg. 36' 02" West 214.50 feet to the Southwest corner of the herein described tract;

Thence leave road North 32 deg. 02' 56" East 285.46 feet to an iron pin set;

Thence North 19 deg. 18' 02" West 92.40 feet to a fence post;

Thence North 2 deg. 41' 58" East 232.65 feet to an iron pin set (at 192.55 feet passing on line a fence post). Said last mentioned iron pin being on the South line of a 4.94 Acre Tract recorded in Volume 614, Page 30;

Thence with lines of the said 4.94 Acre Tract the following two (2) bearings and distances: (1) South 41 deg. 42' 32" East 19.70 feet to an iron pin set; (2) North 35 deg. 48' 40" East 563.80 feet to an iron pin set (at 73.12 feet passing on line a fence post) at 236.16 feet passing on line a fence post);

Thence North 7 deg. 19' 31" East 315.79 feet to an iron pin found capped P.S. 7015;

Thence North 7 deg. 19' 31" East 531.00 feet to an iron pin found capped P.S. 7015;

Thence North 13 deg. 03' 17" West 246.78 feet to an iron pin found capped P.S. 7015;

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Thence North 9 deg. 59' 49" East 92.45 feet to an iron pin found capped P.S. 7015;

Thence South 75 deg. 05' 01" East 134.31 feet to an iron pin found capped P.S. 7015;

Thence South 75 deg. 05' 01" East 1112.72 feet to an iron pin set;

Thence South 770.15 feet to an iron pin set;

Thence South 30 deg. 00' 00" West 1770.60 feet to the place of beginning, containing 62.8040 Acres.

There is excepted from the above 62.8040 Acre Tract a 1.0818 Acre Tract by this survey, which is the same property as recorded in Volume 364, Page 114. Begin for a description of the 1.0818 Acre Tract at its Southeast corner and in a 50' wide right of way the Southeast corner of Section 17, Township 6, Range 2 bears South 40 deg. 36' 49" East 1430.94 feet from said beginning point bearing on the South line of said section being East;

Thence from said beginning point and leave 50' right of way North 69 deg. 03' 50" West 274.70 feet to an iron pin set;

Thence North 20 deg. 56' 10" East 181.00 feet to an iron rod found;

Thence South 69 deg. 03' 50" East 246.00 feet to a point in the above mentioned 50 feet right of way and in an existing gravel road;

Thence in 50' right of way South 11 deg. 55' 34" West 183.26 feet to the place of beginning, containing by this survey 1.0818 Acres.

There is excepted from the above 62.8040 Acre Tract a 2.0248 Acre Tract by this survey which is the same property as recorded in Volume 552, Page 392. Begin for a description at the Northeast corner of the said 2.0248 Acre Tract and in a 50' right of way; the Southeast corner of Section 17, Township 6, Range 2 bears South 25 deg. 39' 33" East 1800.37 feet from said beginning point bearing on the South line of Section 17, Township 6, Range 2 being East;

Thence from said beginning point and in 50' right of way South 17 deg. 41' 58" West 375.02 feet to a point;

Thence leave 50' right of way North 69 deg. 03' 50" West 246.00 feet to an iron rod found;

Thence North 20 deg. 51' 10" East 374.00 feet to an iron pin set;

Thence South 69 deg. 10' 20" East 225.37 feet to the place of beginning (passing on line an old survey stake found at 122.90 feet) containing by this survey 2.0248 Acres.

The 62.8040 Acre Tract is subject to that much of a 50' right of way for road purposes that passes through said 59.6974 Acre Tract to be conveyed. The 50' right of way to lie 35' West of and 15' East of

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the following described centerline. Begin at the Northeast corner of the above described 2.0248 Acre Tract the Southeast corner of Section 17, Township 6, Range 2 bears South 25 deg. 39' 33" East 1800.37 feet from said beginning point bearing on the South line of said section being East;

Thence from said beginning point and with said centerline the following Seven (7) bearings and distances:

- (1) South 15 deg. 29' 53" West 345.51 feet;
- (2) South 09 deg. 51' 12" West 265.47 feet;
- (3) South 27 deg. 19' 40" West 225.70 feet;
- (4) South 15 deg. 19' 40" West 161.88 feet;
- (5) South 05 deg. 19' 40" West 227.28 feet;
- (6) South 18 deg. 19' 40" West 154.60 feet;
- (7) South 01 deg. 40' 20" East 120.00 feet to a point in County Road 26 being same right of way as described in Volume 552, Page 392.

Containing 59.6974 Acres of ground to be conveyed by this instrument. Description covers 62.8040 acres with exceptions of 1.0818 Acres and 2.0248 Acres, leaving 59.6974 Acres.

There is excepted from the 59.6974 Acres any previous exception for minerals and/or rights of ways.

This description was prepared on July 21, 1993, from an actual field survey made in December of 1988, by John R. Green, P.S. 4169. All iron pins set are 5/8" rebar with yellow caps. Bearings are based on those set forth in Deed Volume 518, Page 419.

Excepting therefrom:

Situated in the State of Ohio, County of Jefferson, Township of Cross Creek, being in Section 17, Township 6, Range 2, Seven Ranges, being a part of 59.6974 acres conveyed to United Group Realities, Inc., an Ohio Corporation, in Official Record Volume 246, Page 755, all records being of the Recorder's Office, Jefferson County, Ohio, unless otherwise noted and being more particularly described as follows: Being in Steubenville Corporation

Beginning for reference at the Northwest corner of Lot 171 of Country Club Hills as recorded in Plat Book 11, Page 56, said point being on the Southerly line of a 23.595 acre tract conveyed to Steubenville Country Club in Deed Volume 436, Page 310;

Thence, with the Southerly line of said 23.595 acre tract, North 66 degrees, 30 minutes 05 seconds West, 505.28 feet to a capped 5/8" rebar found at an angle point on the Easterly line of said 59.6974 acre tract and being THE PRINCIPAL PLACE OF BEGINNING of herein described tract;

Thence, with the East line of said 59.6974 acre tract, South 30 degrees 00 minutes 00 seconds West, 80.00 feet to an iron pin set;

Thence, crossing said 59.6974 acre tract with the following Two (2) new courses:

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1) North 55 degrees 38 minutes 11 seconds West, 124.60 feet to an iron pin set;

2) North 05 degrees 45 minutes 03 seconds East, 790.04 feet to an iron pin set on the Northerly line of said 59.6974 acre tract, the Southerly line of a 72.232 acre tract conveyed to Steubenville Country Club in Deed Volume 129, Page 256;

Thence, with the Northerly line of said 59.6974 acre tract, the Southerly line of said 72.232 acre tract, South 75 degrees 05 minutes 01 second East, 65.91 feet to a 5/8" rebar found at the common corner of said 59.6974 acre tract and said 72.232 acre tract;

Thence, with the Easterly line of said 59.6974 acre tract, the Westerly line of said 23.595 acre tract, South 00 degrees 00 minutes 00 seconds West, 770.15 feet to THE PLACE OF BEGINNING, CONTAINING 1.967 acres more or less, subject to all legal easements and rights-of-way of record and records in their respective utility offices.

This description was based on an actual field survey done on April 25, 2000, and in accordance of Administrative Code 4733-37. Iron pins set are 30" x 1" O.D, with yellow plastic caps inscribed "HYDE P.S. 7529". Basis of bearings is the Easterly line of a 59.6974 acre tract conveyed to United Group Realities, Inc., an Ohio Corporation, in Official Record Volume 246, Page 755 and is for angular purposes only.

The property address and tax parcel identification number listed herein are provided solely for informational purposes, without warranty as to accuracy or completeness.

Property Address: 57.73 acres County Road 26, Steubenville, OH 43953
Parcel No.: 08-01765-000

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Ohio - 2021 v. 01.00 (07-01-2021)**

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

NOTICE

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

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

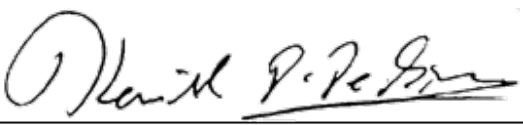
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

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

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

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and

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- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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- agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
 - 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
 - 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
 - 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
 - 11. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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RECORDED EXCEPTIONS

148294

READINGS

1st DEC 9 1998

2nd DEC 8 1993

3rd DEC 8 1998

ORDINANCE NO. 1998-147

AN ORDINANCE ACCEPTING ANNEXATION ON APPLICATION OF UNITED GROUP REALTIES, INC. AND OTHERS, OWNERS OF REAL ESTATE, AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STEUBENVILLE, COUNTY OF JEFFERSON, STATE OF OHIO:

SECTION 1: The proposed annexation as applied for in the petition of United Group Realities, Inc. and others, approved for annexation to the City of Steubenville by the Board of County Commissioners on November 19, 1998, is hereby accepted. The territory to be annexed is described as follows:

Description of a 62.8040 Acre Tract of land situated in Section 17, Township 6, Range 2, Cross Creek Township, Jefferson County, Ohio, and bounded and described as follows:

Beginning at a point in County Road 26, the southeast corner of the said 62.8040 Acre Tract. The southeast corner of Section 17, Township 6, Range 2 bears the following two (2) bearings and distances from said beginning point: (1) South 30° 00' 00" West 215.00 feet to a point on the south line of said Section 17; (2) Thence with the south line of said Section east 1221.00 feet to said southeast corner of Section 17, Township 6, Range 2.

Thence from said beginning point and in County Road 26 the following two (2) bearings and distances: (1) South 76° 15' 46" West 139.80 feet; (2) North 80° 50' 44" West 141.11 feet; Thence leaving County Road 26 and in Township Road 174 the following four (4) bearings and distances: (1) North 32° 39' 14" West 270.21 feet; (2) North 61° 06' 30" West 184.70 feet to the northeast corner of Crow Creek Township Trustee Tract recorded in Volume 298, page 142; (3) Thence with the north line of said tract North 66° 51' 04" West 109.44 feet; (4) North 55° 36' 02" West 214.50 feet to the southwest corner of the herein described tract; Thence leave road North 32° 02' 56" East 265.46 feet to an iron pin set; thence North 19° 18' 02" West 92.40 feet to a fence post; Thence North 2° 41' 58" East 232.65 feet to an iron pin set (at 192.55 feet passing on line a fence post). Said last mentioned iron pin being on the south line of a 4.94 Acre Tract recorded in Volume 614, page 30; thence with line of the said 4.94 Acre Tract the following two (2) bearings and distances: (1) South 41° 42' 32" East 19.70 feet to an iron pin set; (2) North 35° 48' 40" East 563.60 feet to an iron pin set (at 73.12 feet passing on line a fence post) (at 236.16 feet passing on line a fence post); Thence North 7° 19' 31" East 315.79 feet to an iron pin found capped P.S. 7015; Thence North 7° 19' 31" East 531.00 feet to an iron pin found capped P.S. 7015; Thence North 13° 03' 17" West 246.78 feet to an iron pin found capped P.S. 7015; Thence North 9° 59' 49" East 92.45 feet to an iron pin found capped P.S. 7015; Thence South 75° 05' 01" East 134.31 feet to an iron pin found capped P.S. 7015; Thence, with the existing corporation line of the City of Steubenville, South 75° 05' 01" East 1112.72 feet to an iron pin set; Thence leaving said the existing corporation line of the City of Steubenville, South 770.15 feet to an iron pin set; Thence South 30° 00' 00" West 1770.60 feet to the place of beginning, containing 62.0040 Acres.

10-12-21

CITY
OF
HENDERSONVILLE

THOMAS E. BROWN, COUNTY
PATRICK A. MARSHALL,
COUNTY AUDITOR

12-21-2001

RECORDED EXCEPTIONS

Ordinance No. 1998-147

Page 2

OR VOL. 459 PG 401

SECTION 2: The certified transcript of the proceedings for annexation, with an accurate map of the territory, together with the petition for annexation and other papers relating to the proceedings of the County Commissioners, are on file with the Clerk of Council of the City of Steubenville and have been for more than sixty days.

SECTION 3: The Clerk of Council is directed to make three copies of this ordinance, to each of which shall be attached a copy of the map accompanying the petition for annexation, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto, and a certificate as to the correctness thereof. The Clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder and one copy to the Secretary of State, and shall file notice of this annexation with the Board of Elections within thirty days after it becomes effective, and the Clerk shall do all other things required by law.

SECTION 4: That this Ordinance is hereby declared to be an emergency Ordinance necessary for the preservation of the public health, safety, and welfare of the citizens of the City of Steubenville, Ohio, and for the further reason that acceptance of this annexation must proceed as soon as possible so that services for the annexed area can begin at the earliest possible time; and as a result thereof, this Ordinance shall take effect and be in full force immediately upon its passage by Council, otherwise, at the earliest period allowed by law.

DATED: DEC 8 1998

APPROVED:

Dominick Pucci
MAYOR

DATED:

DEC 8 1998

ATTEST:

Pamela L. Orlando
CLERK OF COUNCIL

Pamela L. Orlando 1998-147
that the foregoing is a true and correct copy
passed by Council on 12-8-98
Record No. 67-147
Pamela L. Orlando CLERK OF COUNCIL

RECORDED EXCEPTIONS

RECORDED
PAUL J. SCALISE
RECORDER
FEE \$ 22⁰⁰

164865

OR VOL. 538 PG 427

JAN 16 9 43 AM '03

DEED OF BASEMENT

1-16-03

KNOW ALL MEN BY THESE PRESENTS, that UNITED GROUP REALTIES, INC. hereinafter referred to as "GRANTOR", for and in consideration of One Dollar (\$1.00) and other good and valuable consideration to them paid, by the City of Steubenville, (hereinafter "GRANTEE"), receipt of which is hereby acknowledged, do hereby GRANT, BARGAIN, SELL, CONVEY and RELEASE to the GRANTEE, its successors and assigns forever, a perpetual nonexclusive Permanent Easement and a Temporary Construction Easement in, across, through, over and under the real estate hereinafter described situated in the State of Ohio, County of Jefferson Township of Cross Creek, City of Steubenville, for the purpose of construction, operating, maintaining, inspecting, repairing, renewing, removing and replacing a waterline and appurtenances thereto, together with a right of access to said easement areas for said purpose.

The easements granted are delineated on Exhibits "A" and "B" attached hereto, and incorporated herein.

The granting of these easements does not preclude the use of said easement areas for sanitary sewer, gas, telephone, electric or television cable facilities which uses, in the judgement of GRANTEE, do not reasonable interfere with GRANTEE'S use of said easement areas.

The GRANTEE shall have the right hereunder, at all times, to enter upon the easement areas to do all things necessary for the purpose of constructing, operating, maintaining, inspecting, repairing, renewing, removing and replacing said waterline and all appurtenances in, over, across or under said easements. Further, in connection with said construction, operating, maintaining, inspecting, repairing, renewing, removing and replacing of said waterline and appurtenances, GRANTOR agrees not to build, construct or place on the permanent easement any buildings or other structure which would interfere with said activity; however, construction of a road, landscaping and planting, except trees, shall not be prohibited therefrom.

In consideration of the conveyance by GRANTORS of these easements, GRANTEE hereby agree that it shall permanently maintain, operate, repair, replace or reconstruct the waterline and appurtenances referred to herein and connection with such maintenance, repair, operation,

RECORDED EXCEPTIONS

OK VOL. 538 PG 428

IN WITNESS WHEREOF, the undersigned have set his/her or their hand(s) this 14th day of January, 2002. ³

Signed and acknowledged
in the presence of:

Witness

GRANTOR

Witness

GRANTOR

(This acknowledgement is to be executed if the GRANTOR is a corporation/partnership.)

STATE OF OHIO

}
} SS:

COUNTY OF JEFFERSON

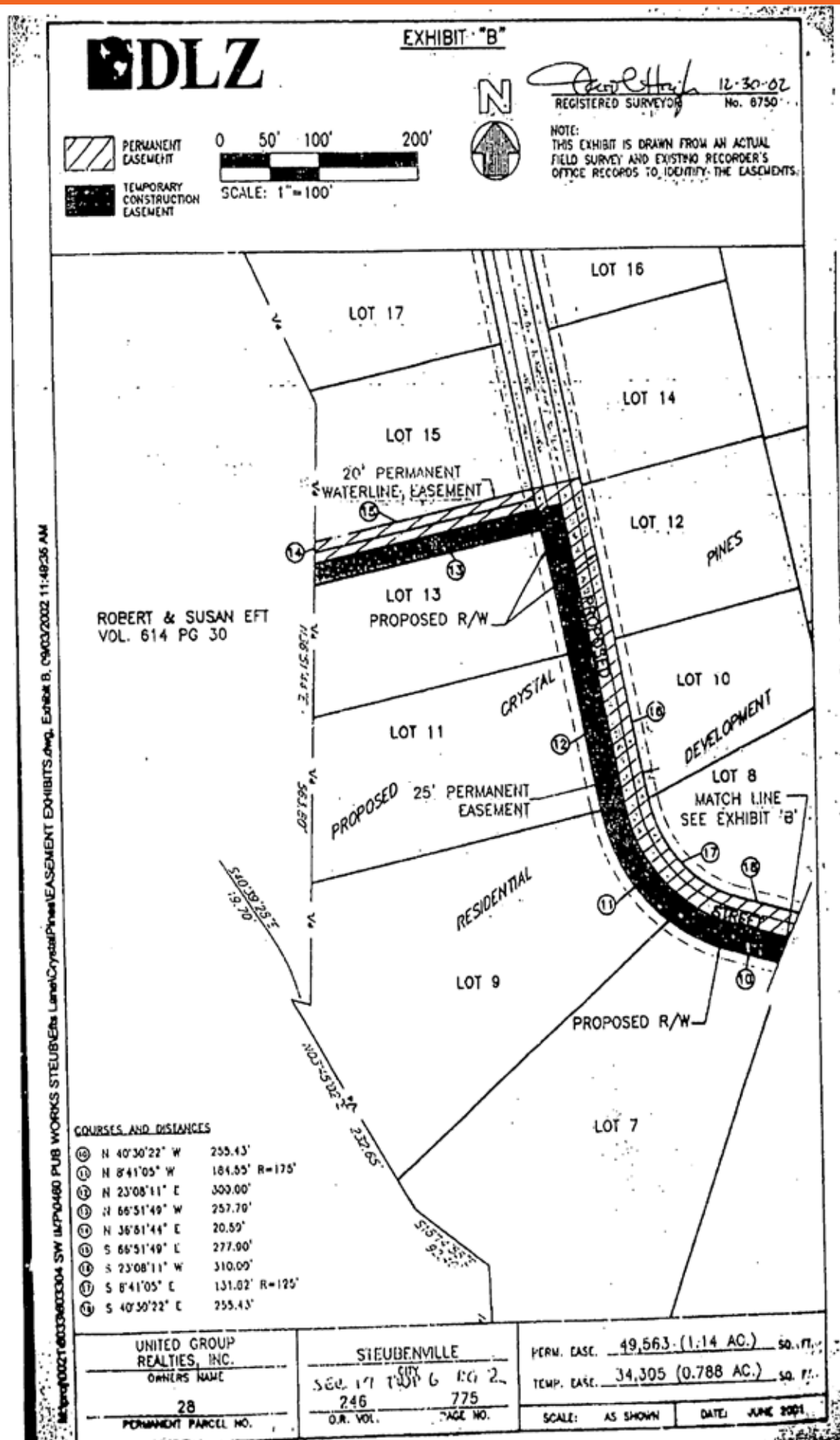
Personally came before me this 14th day of January, 2002. ³ Raymond
Ress Jr and Ramona Murty MD to me known to be the witness and
grantor respectively, of the above named corporation/partnership, and by me duly sworn,
did severally depose and say that they executed the foregoing instrument for and on behalf of said
corporation as such officers, being duly authorized so to do, and further did severally depose and say
that they are such officers of said corporation and that the seal affixed to said instrument is the seal of
said corporation.

Witness my official signature and seal on the day listed above.

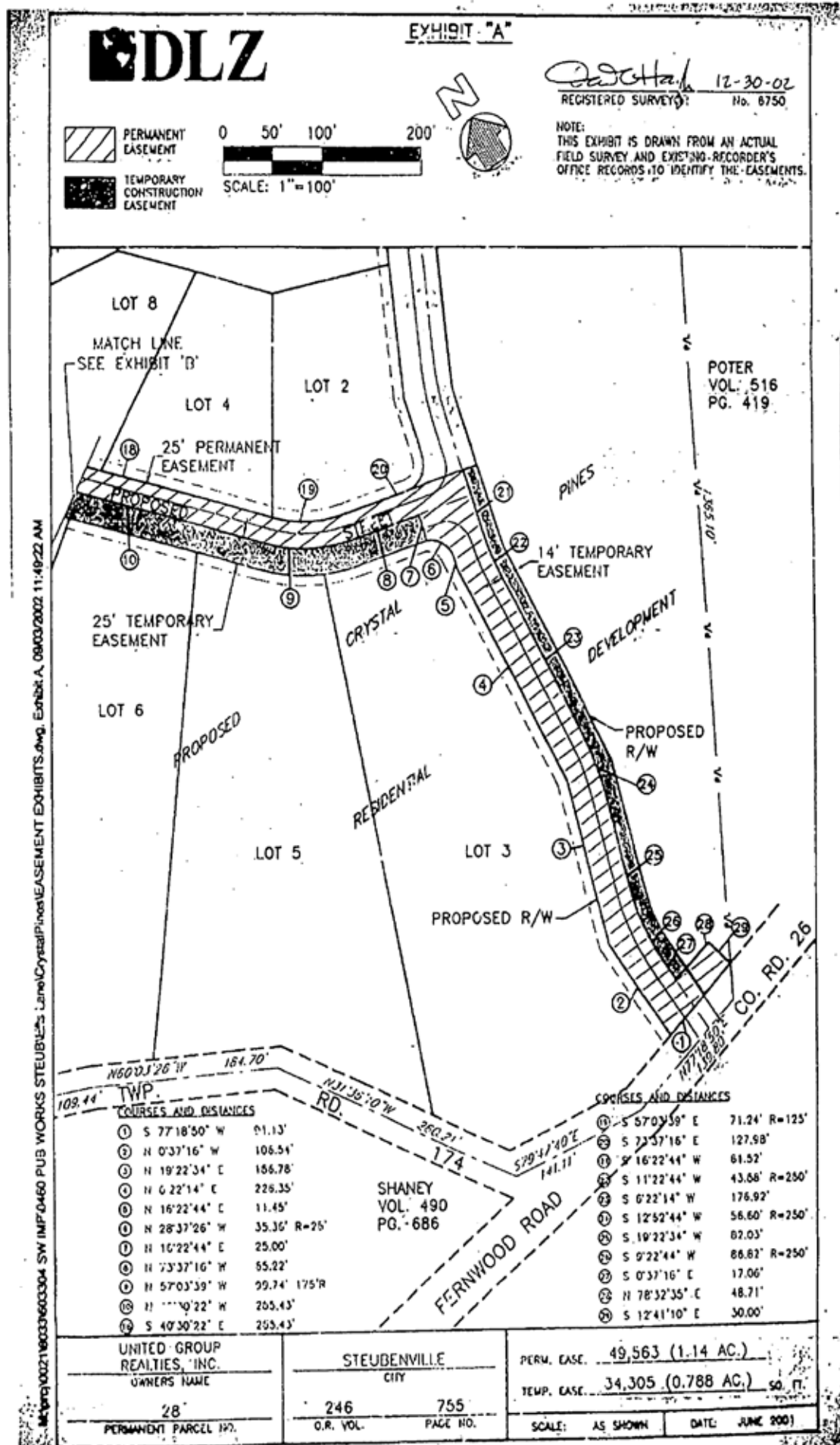
NOTARY PUBLIC

City of Steubenville
308 Market Street
Steubenville, OH 43952

Mycoj0021760336033 02 TOWERSIDE-DEASE, &c



RECORDED EXCEPTIONS



RECORDED EXCEPTIONS

PAUL R. MCKEEGAN
JEFFERSON CO. OH
RECORDER
FEE

36.00

2018 JUN 19 AM 11: 53

333820

OR VOL 1310 PG 318

MEMORANDUM OF OIL & GAS LEASE

This Memorandum of Oil and Gas Lease dated the 11th day of June 2018 by and between Ramana M. Murty, President of United Group Realities, INC., of P.O. Box 4070, Steubenville, OH 43952, hereinafter collectively called "Lessor," and Ascent Resources - Utica, LLC an Oklahoma Limited Liability Company, whose address is P.O. Box 13678, Oklahoma City, OK 73113, hereinafter called "Lessee."

WHEREAS:

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, Lessor did make and execute in favor of Lessee an Oil and Gas Lease dated June 11, 2018, and made effective June 11, 2018, which provides for a Five (5) year primary term and an option to renew for an additional Five (5) year primary term.

Said lease covers all that certain tract of land being described as follows:

See attached Exhibit 'A' attached hereto and made a part hereof.

Containing 61.321614 acres and located in the Townships of Cross Creek County, State of Ohio, for the purpose of drilling, operating for, producing and removing oil and gas and all the constituents thereof. This Lease may be extended beyond the primary term by certain activities including, without limitation, conducting operations, producing oil or gas, or making prescribed payments. This Lease also grants to Lessee a Right of First Refusal to match any offer to top lease the leased premises, which right may be exercised by Lessee within Fifteen (15) days after receipt of proper notice from Lessor.

This Memorandum of Oil and Gas Lease is being made and filed for the purpose of giving third parties notice of the existence of the Lease described above. The execution, delivery and recordation of this Memorandum of Oil and Gas Lease shall have no effect upon, and is not intended as an amendment of the terms and conditions of the Lease. It is the intent of the Lessor to lease all of Lessor's interest in and to the properties described herein, whether or not the tracts recited herein are properly described, and further it is understood this lease includes all rights owned by the Lessor in the properties described herein.

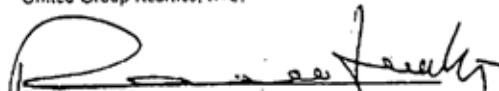
IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

WITNESS:


Mike DeLeonardis

LESSOR:

United Group Realities, INC.


Ramana M. Murty

333820

RECORDED EXCEPTIONS

ACKNOWLEDGMENT

OR VOL 1310 PG 319

STATE OF Ohio)
COUNTY OF Jefferson) SS:

On this, the 12 day of June, 2018 before me Rene M. Murty the undersigned officer, personally appeared Ramona M. Murty, who acknowledged himself to be the President of United Group Realities, INC. and that he as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Managing Member.

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

My Commission Expires: September 4, 2021

Signature/Notary Public: Ana Marie Grimm

Name/Notary Public (print): ANA MARIE GRIMM



Prepared By/Return to Ascent Resources - Ulca, L.L.C. at P.O. Box 13678, Oklahoma City, OK 73113

RECORDED EXCEPTIONS

OR VOL 1310 PG 320

EXHIBIT "A"

Attached to and made part of that certain Memorandum of Oil and Gas Lease dated June 11, 2018, by and between Ramana M. Murty, President of United Group Realties, INC., as Lessor and Ascent Resources - Utica, L.L.C., P.O. Box 13678, Oklahoma City, OK 73113, as Lessee, to wit:

DESCRIPTION OF THE LEASED PREMISES

Township: 6 Range: 2
Section 17; Surface Tax Parcel No.: 08-01765-000, containing 57.7304 acres

and is bounded formerly or currently as follows:

On the North by lands of: Steubenville County Club
On the East by lands of: Robert C. and Diane M. Strobel
On the South by lands of: Edward and Jeffrey Clements
On the West by lands of: Tiffany Giampolo

Containing 57.7304 acres and located in the Township of Cross Creek, Jefferson County, State of Ohio, for the purposes of drilling, operating for, producing and removing oil and gas and all the constituents thereof. Said lands were conveyed to Lessor by virtue of deeds dated September 29, 1997 and recorded in said County and State in Official Records Vol 246, Page 755.

Township: 6 Range: 2
Section 12; Surface Tax Parcel No.: 08-01608-001, containing 3.591214 acres

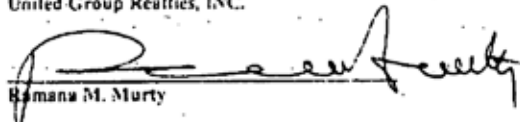
and is bounded formerly or currently as follows:

On the North by lands of: US Bank National Assoc.
On the East by lands of: Cassique Properties LP
On the South by lands of: Sinclair Ave.
On the West by lands of: US Bank National Assoc.

Containing 3.591214 acres and located in the Township of Wayne, Jefferson County, State of Ohio, for the purposes of drilling, operating for, producing and removing oil and gas and all the constituents thereof. Said lands were conveyed to Lessor by virtue of deeds dated March 8, 2013 and recorded in said County and State in Official Records Vol 1044, Page 417.

END

Lessor
United Group Realties, INC.


Ramana M. Murty

RECORDED EXCEPTIONS

4/10/23, 12:30 PM

transAddDoc.jsp

Document Category: MEMORANDUM OF LEASE

Instrument Status: Recorded and Verified

Instrument Type: LEASE

Instrument Number: 333820

Book Type:

Book / Page: 1310 / 318

Recorded Date: 06/19/2018 11:53:00 AM

Instrument Pages: 3

Instrument Date: 06/11/2018

Signature Page:

Legal Desc Page:

Consideration:

Marginal References

337601	(RATIFICATION OF LEASE)	1329 0305	10/10/2018
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Names

Grantor:

UNITED GROUP REALTIES INC

Grantee:

ASCENT RESOURCES UTICA LLC

Comment (Public): OIL & GAS

RECORDED EXCEPTIONS

ASSIGNMENT SEE LEASE VOL. 58 PAGE 728

400413

3400
W 532 809

RIGHT-OF-WAY AGREEMENT

FOR AND IN CONSIDERATION of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, and the further consideration of \$ One Dollar (\$ 1.00) per lineal rod for each rod of pipe laid on the premises herein described to be paid when said pipe is laid James T. Fonow & Karen L. Fonow (Husband & Wife) R.D.#2 Snug Harbor
Thomas S. Fonow & Veronica A. Fonow (Husband & Wife) 501 Benita Dr. Steubenville, Ohio 43952
Mary A. Fonow (Widow) 104 Wilma Ave. Steubenville, Ohio 43952
Richard E. Quiring & Ruth C. Quiring (Husband & Wife) 110 W. Carlton Rd. Steubenville, Ohio 43952
 Herein called Grantor, hereby grants unto Northern Ohio Oil & Gas Co., Inc. 3522 Manchester Rd. Akron, Ohio 44319

the Grantee, its successors or assigns, the right of way to lay, maintain, operate, relocate and remove a pipeline, with drips, valves and other necessary appurtenances thereto, on, over and through the following described lands, situated in
 Section/Lot 17, Township Cross Creek 6-3,
 County Jefferson, State Ohio and
 bounded and described as follows:

On the North by the lands of Various Small Tracts
 On the East by the lands of C. & W. Kerr; Mayocelle Stroble
 On the South by the lands of Teramama Realty; Various Small Tracts
 On the West by the lands of Various Small Tracts

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

All payments hereunder may be made to Grantor by check made payable to the order of and mailed or delivered to Richard E. Quiring (Agent) 110 West Carlton Rd. Steubenville, Ohio 43952 who is hereby authorized to receive and receipt for the same.

It is understood that this grant contains and expresses all the agreements and obligations of the Grantee in regard to the subject matter hereof and no covenant, agreement or obligation not expressed herein shall be imposed upon the Grantee; and this grant shall be binding upon the Grantor and Grantee and shall inure to the benefit of their respective heirs, personal representatives, successors and assigns.

WITNESS the signatures of the Grantor this 4 day of September, 19 81

Dwight Mitchell
 Dwight Mitchell

Mary Ellen Fonow
 Mary Ellen Fonow

Witness to all signatures

State of Ohio

SS

County of Jefferson

On this 4 day of September, 19 81, before me a Notary Public in and for said county and state personally appeared the said Richard E. Quiring ETAL

who acknowledged that They did sign the foregoing instrument and that it is Their free act and deed. Witness my hand and official seal, the day and year aforesaid.

My commission expires:
July 21 1985

Dwight Mitchell
 Notary Public

This instrument prepared by: NORTHERN OHIO OIL & GAS CO., INC.

COUNTY AUDITOR

RECEIVED

Richard E. Quiring
Ruth C. Quiring
Karen L. Fonow
James T. Fonow

Mary A. Fonow
Thomas S. Fonow
Veronica A. Fonow

RECORDED EXCEPTIONS

OR VOL246 PG 755

86317

CORRECTIVE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That JAMES T. FONOW and KAREN FONOW, husband and wife, of Jefferson County, State of Ohio; EMIL BACICH and RUTH BACICH, f/k/a RUTH QUIRING, husband and wife, of Jefferson County, State of Ohio; and THOMAS FONOW and VERONICA FONOW, husband and wife, of Jefferson County, State of Ohio, for valuable consideration paid, grant(s), with General Warranty Covenants, to UNITED GROUP REALTIES, INC., an Ohio corporation, whose tax mailing address is: 401 Market Street, Steubenville, Ohio 43952, the following real property:

Description of a 62.8040 Acre Tract of land situated in Section 17, Township 6, Range 2, Cross Creek Township, Jefferson County, Ohio. There is excepted from the 62.8040 Acre Tract two tracts previously conveyed, one of 1.0818 Acres by this survey, another of 2.0248 Acres by this survey. These two exceptions are more completely described later in this description leaving 59.6974 Acres to be conveyed. Said 59.6974 Acres being the remainder of a 71 Acre Tract as described in Volume 545, page 161 of the Jefferson County Record of Deeds. A more complete description of the 62.8040 Acre Tract is as follows:

Beginning at a point in County Road 26, the southeast corner of the said 62.8040 Acre Tract. The southeast corner of Section 17, Township 6, Range 2 bears the following two (2) bearings and distances from said beginning point: (1) South 30 deg. 00' 00" West 216.00 feet to a point on the south line of said Section 17; (2) Thence with the south line of said Section east 1221.00 feet to said southeast corner of Section 17, Township 6, Range 2.

Thence from said beginning point and in County Road 26 the following two (2) bearings and distances: (1) South 76 deg. 15' 46" West 139.80 feet; (2) North 80 deg. 50' 44" West 141.11 feet; Thence leaving County Road 26 and in Township Road 174 the following four (4) bearings and distances: (1) North 32 deg. 39' 14" West 260.21 feet; (2) North 61 deg. 06' 30" West 184.70 feet to the northeast corner of Cross Creek Township Trustee Tract recorded in Volume 298, page 142; (3) Thence with the north line of said tract North 66 deg. 51' 04" West 109.44 feet; (4) North 59 deg. 36' 02" West 214.50 feet to the southwest corner of the herein described tract; Thence leave road North 32 deg. 02' 56" East 285.46 feet to an iron pin set; thence North 19 deg. 18' 02" West 92.40 feet to a fence post; Thence North 2 deg. 41' 58" East 232.65 feet to an iron pin set (at 192.55 feet passing on line a fence post). Said last mentioned iron pin being on the south line of a 4.94 Acre Tract recorded in Volume 614, page 30; thence with lines of the said 4.94 Acre Tract the following two (2) bearings and distances: (1) South 41 deg. 42' 32" East 19.70 feet to an iron pin set; (2) North 35 deg. 48' 40" East 563.80 feet to an iron pin set (at 73.12 feet passing on line a fence post) (at 236.16 feet passing on line a fence

APPROVED
By: [Signature]
Notary Public

TRANSFER NOT NECESSARY
PATRICK J. MARSHALL
10-3-97 COUNTY AUDITOR

RECORDED EXCEPTIONS

OR VOL246 PG 756

post); Thence North 7 deg. 19' 31" East 315.79 feet to an iron pin found capped P.S. 7015; Thence North 7 deg. 19' 31" East 531.00 feet to an iron pin found capped P.S. 7015; Thence North 13 deg. 03' 17" West 246.78 feet to an iron pin found capped P.S. 7015; Thence North 9 deg. 59' 49" East 92.45 feet to an iron pin found capped P.S. 7015; Thence South 75 deg. 05' 01" East 134.31 feet to an iron pin found capped P.S. 7015; Thence South 75 deg. 05' 01" East 1112.72 feet to an iron pin set; Thence South 770.15 feet to an iron pin set; Thence South 30 deg. 00' 00" West 1770.60 feet to the place of beginning, containing 62.8040 Acres.

There is excepted from the above 62.8040 Acre Tract a 1.0818 Acre Tract by this survey, which is the same property as recorded in Volume 364, page 114. Begin for a description of the 1.0818 Acre Tract at its southeast corner and in a 50' wide right of way the southeast corner of Section 17, Township 6, Range 2 bears South 40 deg. 36' 49" East 1430.94 feet from said beginning point bearing on the south line of said section being east; Thence from said beginning point and leave 50' right of way North 69 deg. 03' 50" West 274.70 feet to an iron pin set; Thence North 20 deg. 56' 10" East 181.00 feet to an iron rod found; Thence South 69 deg. 03' 50" East 246.00 feet to a point in the above mentioned 50 foot right of way and in an existing gravel road; Thence in 50' right of way South 11 deg. 55' 34" West 183.26 feet to the place of beginning, containing by this survey 1.0818 Acres.

There is excepted from the above 62.8040 Acre Tract a 2.0248 Acre Tract by this survey which is the same property as recorded in Volume 552, page 392. Begin for a description at the northeast corner of the said 2.0248 Acre Tract and in a 50' right of way; the southeast corner of Section 17, Township 6, Range 2 bears South 25 deg. 39' 33" East 1800.37 feet from said beginning point bearing on the south line of Section 17, Township 6, Range 2 being east; thence from said beginning point and in 50' right of way South 17 deg. 41' 58" West 375.02 feet to a point; thence leave 50' right of way North 69 deg. 03' 50" West 246.00 feet to an iron rod found; thence North 20 deg. 51' 10" East 374.00 feet to an iron pin set; Thence South 69 deg. 10' 20" East 225.37 feet to the place of beginning (passing on line an old survey stake found at 122.90 feet) containing by this survey 2.0248 Acres.

The 62.8040 Acre Tract is subject to that much of a 50' right of way for road purposes that passes through said 59.6974 Acre Tract to be conveyed. The 50' right of way to lie 35' west of and 15' east of the following described centerline. Begin at the northeast corner of the above described 2.0248 Acre Tract the southeast corner of Section 17, Township 6, Range 2 bears South 25 deg. 39' 33" East 1800.37 feet from said beginning point bearing on the south line of said section being east; Thence from said beginning point and with said centerline the following seven (7) bearings and distances:

- (1) South 15 deg. 29' 53" West 345.51 feet;
- (2) South 09 deg. 51' 12" West 265.47 feet;
- (3) South 27 deg. 19' 40" West 225.70 feet;
- (4) South 15 deg. 19' 40" West 161.88 feet;
- (5) South 05 deg. 19' 40" West 227.28 feet;
- (6) South 18 deg. 19' 40" West 154.60 feet;
- (7) South 01 deg. 40' 20" East 120.00 feet to a point in County Road 26 being same right of way as described in Volume 552, page 392.

RECORDED EXCEPTIONS

OR VOL246 PG 757

Containing 59.6974 Acres of ground to be conveyed by this instrument. Description covers 62.8940 acres with exceptions of 1.0818 Acres and 2.0248 Acres, leaving 59.6974 Acres.

There is excepted from the 59.6974 Acres any previous exception for minerals and/or rights of ways.

This description was prepared on July 21, 1993, from an actual field survey made in December of 1988, by John R. Green, P.S. 4169. All iron pins set are 5/8" rebar with yellow caps. Bearings are based on those set forth in Deed Volume 518, page 419.

Prior Instrument Reference: Volume 244, page 371

THIS DEED IS RE-RECORDED TO CORRECT THE DESCRIPTION.

WITNESS their hands this 29th day of September, 1997.

Signed and acknowledged
in the presence of:

Nancy Minkowski
WITNESS for J & K Fonow

Paulette A. Martin
WITNESS for J & K Fonow

Paulette A. Martin
WITNESS for E & R Bacich

Nancy Minkowski
WITNESS for E & R Bacich

Paulette A. Martin
WITNESS for T & V Fonow

Paulette A. Martin
WITNESS for T & V Fonow

James T. Fonow
JAMES T. FONOW

Karen Fonow
KAREN FONOW

Emil Bacich
EMIL BACICH

Ruth Bacich f/k/a Ruth Quiring
RUTH BACICH f/k/a RUTH QUIRING

Thomas S. Fonow
THOMAS FONOW

Veronica S. Fonow
VERONICA FONOW

STATE OF OHIO)
) SS:
COUNTY OF JEFFERSON)

Before me, a Notary public in and for said County and State, personally appeared the above-named JAMES T. FONOW and KAREN FONOW, 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 Steubenville, this 26th day of September, 1997.

PAULETTE ANN MARTIN, NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES 11/30/97

Paulette Ann Martin
NOTARY PUBLIC

RECORDED EXCEPTIONS

OR VOL246 PG 758

STATE OF OHIO)
) SS:
COUNTY OF JEFFERSON)

Before me, a Notary Public in and for said County and State, personally appeared the above-named EMIL BACICH and RUTH BACICH, 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 Steubenville, this 29th day of September, 1997.

Paulette Ann Martin
NOTARY PUBLIC
PAULETTE ANN MARTIN, NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES 11/30/97

STATE OF OHIO)
) SS:
COUNTY OF JEFFERSON)

Before me, a Notary Public in and for said County and State, personally appeared the above-named THOMAS FONOW and VERONICA FONOW, 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 Steubenville, this 25th day of September, 1997.

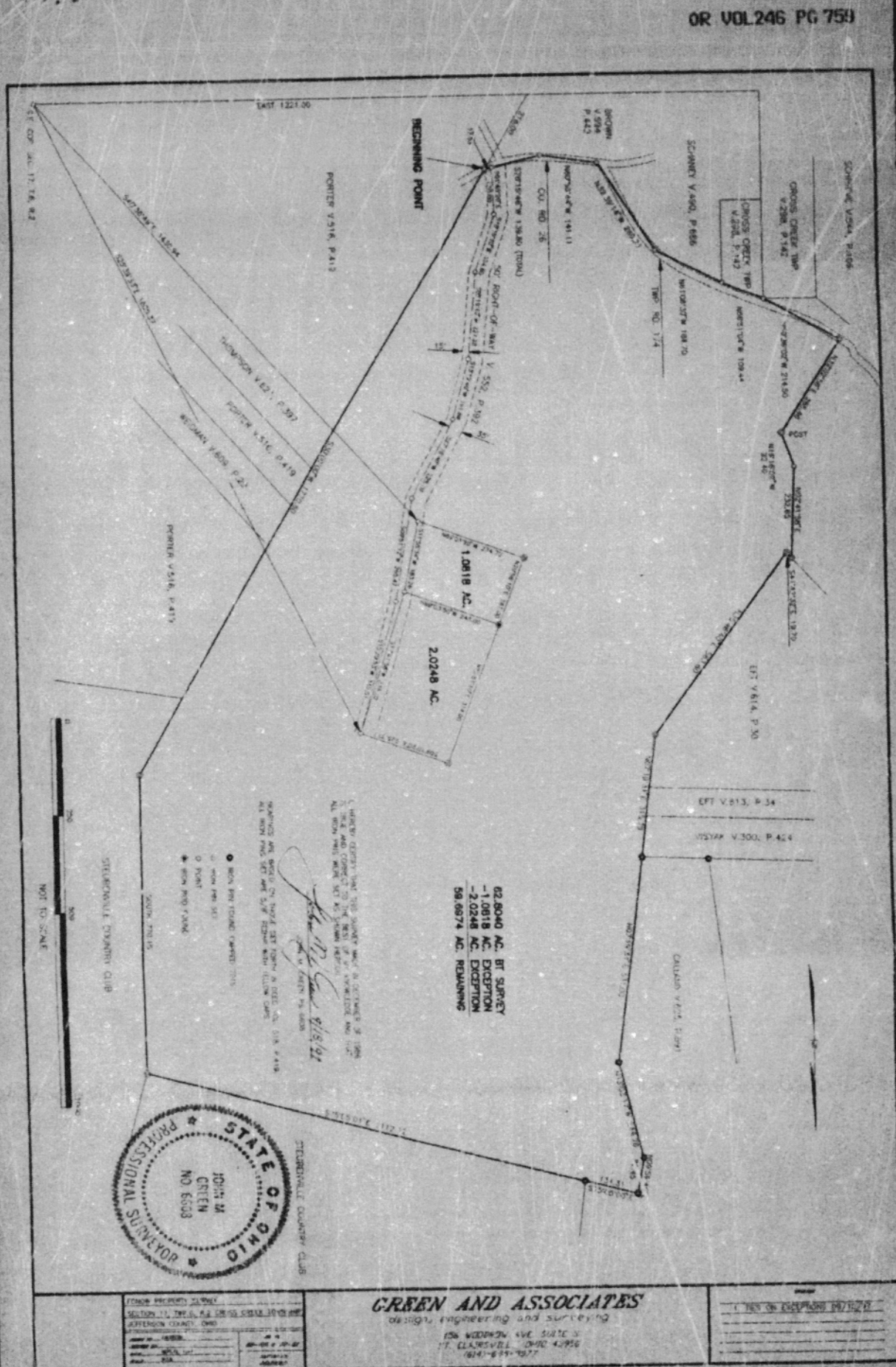
Paulette Ann Martin
NOTARY PUBLIC
PAULETTE ANN MARTIN, NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES 11/30/97

This Instrument Prepared by:
ROBERT C. HARGRAVE
Attorney at Law
Steubenville, Ohio

RECORDED 10-6-97
PAUL H. McKEE
RECORDER
FEE \$ 26

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