

*Cover page for:*

# **Preliminary Title Insurance Schedules (with copies of recorded exceptions)**

*Preliminary title insurance schedules prepared by:*

**Midland Title West, LLC**

**(File Number: TBD)**

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## **82.59± ac. in Madison County, Ohio**

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*For April 14, 2020 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**Gilbert F. Goodheil**

# Title Insurance Commitment

By

***Old Republic Title Insurance Company***

File No.:TBD

1. Effective Date: **March 4, 2020, at 8:00 am**

2. Policy (or Policies) to be issued:

AMOUNT

- a. ☒ ALTA Owner's Policy of Title Insurance (6-17-06) **\$TBD**  
☐ ALTA Homeowner's Policy of Title Insurance (rev. 2-3-10)  
☐ Other

Proposed Insured: **TBD**

- b. ☐ ALTA Loan Policy of Title Insurance (6-17-06)  
☐ ALTA Expanded Coverage Residential Loan Policy (2-3-10)  
☐ ALTA Short Form Residential Loan Policy - Ohio (5/1/08)

Proposed Insured: its successors and/or assigns as their interests may appear, as defined in the Conditions and Stipulations of this policy.


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

4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in: **Gilbert F. Goodheil**

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

**Situated in the State of Ohio, County of Madison, and in the City of London and Township of Union, and being 82.595 acres as described in Exhibit A, attached hereto and incorporated herein by reference**

Issuing Agent: **Midland Title West, LLC**  
Agent ID No.: **1**  
Address: **117 West High St., Suite 105**  
City, State, Zip: **London, OH, 43140**  
Telephone: **(740) 852-3000**

By:   
Authorized Countersignature  
(This Schedule A valid only when Schedule B is attached)

**INSURANCE FRAUD WARNING:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

# Title Insurance Commitment

By

***Old Republic Title Insurance Company***

File No.: TBD

## REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor, and the payment of the premium due on the title insurance policies to be issued in accordance with this commitment.
2. Instrument(s) in insurable form creating the estate or interest to be insured, must be approved by title company, properly executed, delivered and filed for record.
3. For Lender Title Insurance policies, a properly executed and recordable Mortgage Deed from the legally required owner(s) (with release of dower, if applicable) to proposed Mortgagee insured conveying and/or encumbering the premises described in Schedule A, Item 5, hereof.
4. Properly recorded release(s) of the Property from any mortgage(s) or lien(s) listed in Schedule BII, below.
5. Furnishing to the Closing Agent any documentation required by Title Insurance Agent showing proof of authority for the execution of documents and/or for the determination that a party is in good standing. Closing Agent may require some such documentation to be recorded.

Other Requirements, if any:

6. **Approval of Old Republic Title Insurance Company ("Old Republic") to issue excess risk policy, and furnishing any documentation required by Old Republic.**

# Title Insurance Commitment

By

***Old Republic Title Insurance Company***

File No.: TBD

## EXCEPTIONS

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, 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 property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness are not hereby insured.
8. Taxes:

Parcel No.#30-00054.000 (75.36 acres)

The County Auditor shows the taxes in the name(s) of Gilbert F. Goodheil. Taxes for the first half of 2019 are paid in the amount of \$1,269.73. Assessment(s) included therein are \$NONE.

Total amount of taxes and assessments, if any, currently due including any delinquencies is \$NONE. Taxes for the second half of 2019 are a lien, but not yet due. Taxes for the current year are a lien, but undetermined and not yet due. The aforementioned parcel number is qualified for Current Agricultural Use Valuation (CAUV).

Tax Parcel No.#31-01021.001 (7.23 acres)

The County Auditor shows the taxes in the name(s) of Gilbert F. Goodheil. Taxes for the first half of 2019 are paid in the amount of \$129.17. Assessment(s) included therein are \$1.95.



Total amount of taxes and assessments, if any, currently due including any delinquencies is \$NONE. Taxes for the second half of 2019 are a lien, but not yet due. Taxes for the current year are a lien, but undetermined and not yet due. The aforementioned parcel number is qualified for Current Agricultural Use Valuation (CAUV).

9. 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 instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy
10. Subject to any of the parties being a debtor or the land being involved in any Bankruptcy proceedings; the land must be released from any such proceeding.
11. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
12. **The title insurance policy or certification will not guarantee the amount of acreage stated in the legal description of the property.**
13. Subject to the rights of the public and public authorities to use and regulate the use of any of the land within a road right of way. If a title insurance policy will be issued, the following applies: Although the policy to be issued insures legal access to and from the land (unless otherwise stated), it will not insure the right of the insured to build a driveway connecting to a public highway.
14. Subject to the recoupment of taxes as a result of the land being removed from the County CAUV Program. Farm acreage may be enrolled in other Government Programs (Conservation, Set-aside, Drainage maintenance, etc.) at Federal, State, or Local levels that require repayment/recoupment of benefits if the acreage is not continued on the Government Program. Buyer and/or Lender must inquire and satisfy themselves in regard to the applicability of such other Government Programs. Title Agent, Closing Agent, and Attorney do not assume any liability therefore.
15. Restrictions, easements, and setbacks as shown on the plat (including amendments, if any), if any, containing the land as recorded at the Madison County Recorder.
16. Subject to a right of way and easement to The Ohio Bell Telephone Company recorded at Official Records Volume 24, Page 398, Madison County Recorder.
17. Subject to an easement and right of way for lines for the transmission and distribution of electric current, including telephone and telegraph, to the Ohio Edison Company recorded at Deed Records Volume 160, Page 337, Madison County Recorder.
18. Subject to an easement and right of way for lines for the transmission and distribution of electric current, including telephone and telegraph, to the Ohio Edison Company recorded at Deed Records Volume 155, Page 40, Madison County Recorder.
19. Subject to an easement and right of way for public highway and road purposes to the State of Ohio recorded at Deed Records Volume 159, Page 88, Madison County Recorder.
20. Subject to an easement and right of way for public highway and road purposes to the State of Ohio recorded at Deed Records Volume 146, Page 513, Madison County Recorder.
21. Subject to an oil and gas lease to Robinson and Shipp Oil Co. recorded at Lease Records Volume 9, Page 43, Madison County Recorder.
22. Subject to an oil and gas lease to Robinson & Shipp Oil Co. recorded at Lease Records Volume 9, Page 35, Madison County Recorder.

End of Schedule





EXHIBIT A

THE PLUMMER ENGINEERING AND SURVEYING CO.  
REGISTERED PROFESSIONAL ENGINEERS AND SURVEYORS  
3602 SULLIVANT AVE., COLUMBUS, OHIO 43228 • 614-276-2810

ORDER NUMBER 623 - 85  
AUGUST 1985

DESCRIPTION OF AN 82.595 ACRE TRACT SOUTH OF OLD SPRINGFIELD ROAD IMMEDIATELY EAST OF THE LONDON CORRECTIONAL INSTITUTION AND BEING 7.23 ACRES, MORE OR LESS, IN THE CITY OF LONDON, OHIO AND 75.36 ACRES, MORE OR LESS, IN UNION TOWNSHIP, BEING THE WEST HALF OF A 165.190 ACRE TRACT ALSO BEING A PART OF VIRGINIA MILITARY SURVEY NO. 8742 IN UNION TOWNSHIP, MADISON COUNTY, OHIO.

FOR: SPRINGFIELD ROAD FARM -- WEST HALF

SITUATE in the State of Ohio, County of Madison, being partly in Union Township and partly in the City of London, Ohio, also being a part of Virginia Military Survey No. 8742, and being 82.595 acres out of a 165.190 acre tract conveyed to Amelia Josephine Foster and Ina Ruth Adams by Deed of Record in Deed Book 148, Page 197, Recorder's Office, Madison County, Ohio, said 82.595 acre tract being more particularly described as follows:

Beginning at a found railroad spike in the center of Old Springfield Road (County Road 13), said railroad spike being the northeast corner of a 66.01 acre tract as described in said Deed Book 148, Page 197 and the northwest corner of a 99.12 acre tract as described in said Deed Book 148, Page 197, said spike also being a corner of the lands now owned by Ralph Booth, of record in Deed Book 149, Page 329, Recorder's Office, Madison County, Ohio; thence leaving the northeast corner of said 66.01 acre tract and with the north line of said 99.12 acre tract and with the center of said Old Springfield Road and with said Booth boundary

South 85 degrees, 21 minutes, 00 seconds East 325.66 feet to a set railroad spike; thence leaving the center of said Old Springfield Road and said Booth boundary and crossing said 99.12 acre tract

South 1 degree, 18 minutes, 09 seconds East 1929.92 feet to a set rebar with a yellow plastic cap being in a north boundary of lands now owned by John R. Dunkle, of record in Deed Book 234, Page 160, Recorder's Office, Madison County, Ohio and the south boundary of said 99.12 acre tract, passing a set rebar with a yellow plastic cap at 25.14 feet on the right of way of said Old Springfield Road, also passing from Union Township into the city of London; thence with the south line of said 99.12 acre tract and a north line of said Dunkle tract

LEGAL DESCRIPTION - 82.595 ACRE TRACT

North 84 degrees, 10 minutes, 30 seconds West 422.84 feet to a set rebar with a yellow plastic cap at a corner of said 66.01 acre tract; thence continuing with said Dunkle boundary and with the south boundary of said 66.01 acre tract and passing from the City of London into Union Township

North 83 degrees, 27 minutes, 30 seconds West 1522.84 feet to a set rebar with a yellow plastic cap and a corner in the boundary of lands now owned by the State of Ohio, Department of Rehabilitation and Correction (See records on file at the Land Office, State Auditor's Office, Columbus, Ohio); thence leaving said Dunkle boundary and with the State of Ohio boundary and the west boundary of said 66.01 acre tract

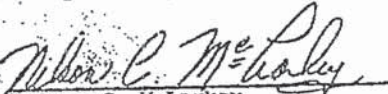
North 1 degree, 03 minutes, 33 seconds East 1866.28 feet to a set railroad spike in the center of Old Springfield Road and the northwest corner of said 66.01 acre tract, passing a set rebar at 1846.25 feet; thence leaving the State of Ohio boundary and with the north boundary of said 66.01 acre tract and the center of said Old Springfield Road

South 85 degrees, 16 minutes, 27 seconds East 1535.85 feet to the place of beginning, containing 82.595 acres, more or less, 75.37 acres being in Union Township and 7.22 acres being within the Corporation Limits of the City of London, subject however to all legal rights - of - way and easements.

The reference bearing is the Deed Bearing of the Northwest course of said 99.01 acre tract, along Old Springfield Road.

The above mentioned rebars with yellow plastic caps are 5/8 inch rebars, 30 inches long, capped with yellow plastic caps with the name Thomas Engr. & Surveying impressed upon same.

Surveyed by The Thomas Engineering and Surveying Company, August, 1985.

  
Nelson C. McLarkey  
Registered Surveyor # 6976



Form 3780 (1-88) Easement

951821

RECORDED Sept. 28 1995  
 AT 10:51 O'CLOCK AM  
 IN OR 24 PG 398-400  
 FEE \$ 00  
 DEAN BARTON, RECORDER  
 MADISON COUNTY

THE OHIO BELL TELEPHONE COMPANY  
 Easement

In consideration of One & No/100 Dollars (\$ 1.00 ) and other good and valuable considerations, receipt whereof is hereby acknowledged, We hereby grant unto THE OHIO BELL TELEPHONE COMPANY, its successors and assigns, (hereinafter called the Company) a perpetual right of way and easement to install, construct, reconstruct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its underground communication systems, together with all such communication facilities, including conduits, manholes, cables, wires, fixtures and appurtenances, as it may from time to time require or deem proper therefor, in, under, over and upon a strip of land as shown on exhibit(s) across the property and/or along the highway adjoining the property which We own or in which We have an interest situated in the City of London County of Madison State of Ohio, Known as being the property of Linda Goodhell, Karen Goodhell, and Gilbert Goodhell, each having a 1/3 interest in the herein referenced property. Being tracts 5, 6, 6 7 as part of V.M. survey 8742.

and being the same premises of record in Deed Book 285 Page 617 of Madison County Records.

Said underground communication system shall be constructed within the boundaries of a strip of land as shown and delineated upon the attached drawing marked, "Exhibit A" and made a part hereof.

10'x600' easement

With each and every right given to the company by this easement, the company shall also have the perpetual right and easement to place above the strip of land shown in Exhibit 'A' the following:

Said grant includes the right, at all times, of ingress to and egress from said strip, the right to use the premises parallel to and adjoining the boundaries of said strip for the operation of apparatus, appliances and equipment for any of the purposes herein specified, the right to clear said strip upon land of the undersigned, and the right to carry in said underground communication systems the communication facilities the company deems proper. The company shall promptly compensate the undersigned for all damage caused by any of the operations which the company is herein granted the right to perform. The company at its expense, shall restore all disturbed areas to as reasonable a condition as possible to the condition prior to any construction.

The company shall indemnify and save harmless the owners of said property from all damages to said property and from all claims and causes of actions for personal injury and damages asserted against grantor by reason of any negligence in the construction of, and maintenance of said equipment upon said premises.

The undersigned may use the surface of said strip provided such use does not interfere with the Company's use of said easement.

TRANSFER NOT NECESSARY

SEP 28 1995

JIM WILLIAMSON  
 COUNTY AUDITOR  
 MADISON COUNTY OHIO

VOL 024 PAGE 0398

Mail to back\*

IN WITNESS WHEREOF, We have hereunto set Our hands(s) this  
14th day of September, 19 95.

Signed and Acknowledged  
In the Presence of:

x Donald C. McPeck  
WITNESS DONALD C. McPECK

x William Scott Inman  
WITNESS WILLIAM SCOTT INMAN

x Karen Goodhell  
GRANTOR Karen Goodhell

x Linda Goodhell  
GRANTOR Linda Goodhell

x Gilbert Goodhell  
GRANTOR Gilbert Goodhell

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

STATE OF )  
COUNTY OF ) SS

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
and \_\_\_\_\_

to me known to be the \_\_\_\_\_ and \_\_\_\_\_  
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.

Notary Public in and for

\_\_\_\_ County, Ohio

(This acknowledgement is to be executed if the Grantor is of singular or joint  
tenants/tenants in common.)

STATE OF OHIO )  
COUNTY OF MADISON ) SS

Before me, a Notary Public in and for said County, personally appeared  
Karen Goodhell and Linda Goodhell & Gilbert Goodhell  
who acknowledged that they did sign the foregoing  
instruments and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my official  
seal this 14th day of September, 19 95.

DONALD C. McPECK  
NOTARY PUBLIC - STATE OF OHIO  
MY COMMISSION EXPIRES 4-4-99

Notary Public in and for

Madison County, Ohio

THIS INSTRUMENT PREPARED BY

THE OHIO BELL TELEPHONE COMPANY

FOR OHIO BELL TELEPHONE COMPANY USE ONLY

Order No. 7103556

Date \_\_\_\_\_  
Engineering District \_\_\_\_\_  
Recording R/W Agent \_\_\_\_\_

The Fishel Company  
95036-5030  
Don McPeck

THIS SPACE FOR COUNTY RECORDER'S OFFICE USE

Mail To: The Fishel Co  
1170 Kinnear Rd  
Columbus OH 43212

COUNTY RECORDER'S RECORD

Received for record \_\_\_\_\_ 19\_\_\_\_

At \_\_\_\_\_ O'clock \_\_\_\_\_ PM

Recorded \_\_\_\_\_ 19\_\_\_\_

Deed Book \_\_\_\_\_ Page \_\_\_\_\_

County \_\_\_\_\_ Recorder \_\_\_\_\_

VOL 024 PAGE 0399

Filed to Ohio Edison Co. 477 N. Main St. in Columbus, Ohio.

DV 160  
337

No. 50182 Fee \$2.00

**EASEMENT**AMELIA JOSEPHINE GOODHILL  
OSCAR H. GOODHILL  
INA TENNEY FOSTERKNOW ALL MEN BY THESE PRESENTS: That we, Amelia Josephine Goodhill and Oscar  
H. Goodhill, wife and husband, claiming title by virtue of instrument recorded  
in Volume 142, Page 176 in the Madison County Deed Records, and Ina Tenney  
Foster, claiming an interest by virtue of a life estate, the Grantors, for andin consideration of the sum of One Dollar (\$1.00) and other valuable consid-  
erations received to our full satisfaction of OHIO EDISON COMPANY, an Ohio corporation, the Grantee, do hereby  
grant unto Grantee, its successors and assigns, an easement and right-of-way, with the rights and privileges  
hereinafter set forth, for lines for the transmission and distribution of electric current, including telephone  
and telegraph, upon, over, under, and across the following described premises:

Situated in the Township of Union, County of Madison and State of Ohio, being a part of V.M.S. Lots No. 8742.

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

A strip of land 35 feet wide abutting, parallel to and extending the entire length along the north-  
easterly side of an existing easement and right of way granted to The Ohio Edison Company by A. J.  
Goodhill, et al, on February 12, 1958, and recorded in Volume 155, Page 40 of the Madison County  
Deed Records.The easement and rights herein granted shall include the right to erect, inspect, operate, repair, patrol  
and permanently maintain upon, over, under and along the above described right-of-way across said premises all  
necessary structures, wires, cables and other usual fixtures and appurtenances used for or in connection with  
the transmission and distribution of electric current, including telephone and telegraph and the right of in-  
gress and egress upon, over and across said premises for access to and from said right-of-way, and the right to  
trim, cut, remove or otherwise control at any and all times such trees, limbs, underbrush or other obstructions  
within or adjacent to said right-of-way as may interfere with or endanger said structures, wires or appurtenan-  
ces, or their operation.The Grantors reserve the right to use the ground between said structures and beneath said wires, provided  
that such use does not interfere with or obstruct the rights herein granted, and the Grantors agree that no  
building, obstruction or impediment of any kind shall be placed within said right-of-way or between said struc-  
tures or beneath said wires without prior written approval of the Grantee.The Grantee will repair or replace all fences, gates, lanes, driveways, drains and ditches damaged or des-  
troyed by it on said premises or pay Grantors for all damage to fences, gates, lanes, driveways, drains, ditches,  
crops and stock on said premises caused by the construction or maintenance of said lines.TO HAVE AND TO HOLD the said easement, rights and right-of-way and its appurtenances to said Grantee and  
to its successors and assigns forever; and the Grantors represent that they are the lawful owners of said pre-  
mises and have full power to convey the rights and easement herein granted, that the same are free and clear of  
all encumbrances and that they will warrant and defend the same against all lawful claims and demands whatsoever  
except current taxes and assessments not yet due and payable, easements, restrictions and reservations of record  
and zoning ordinances, if any.and for valuable consideration the Grantors do each hereby remise, release and forever quit-claim unto Grantee,  
its successors and assigns, all their right and expectancy of dower in the above described right-of-way.

IN WITNESS WHEREOF, We have hereunto set our hands as of the 13th day of February, 1962.

SIGNED IN THE PRESENCE OF:

Allan F. Brereton

Floyd E. Blizzard

Amelia Josephine Goodhill

Oscar H. Goodhill

Ina Tenney Foster

STATE OF OHIO, )  
COUNTY OF FRANKLIN ) SS:Before me, a NOTARY PUBLIC, in and for said County and State, personally appeared Amelia Josephine Goodhill,  
Oscar H. Goodhill and Ina Tenney Foster 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 Columbus, O., this May day of 16,  
1962.(SEAL) FLOYDE E. BLIZZARD  
FLOYDE E. BLIZZARD  
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO  
MY COMMISSION EXPIRES OCT. 24, 1963.

This instrument was prepared by JAMES B. LITLEY Attorney at Law.

Received June 6, 1962,  
at 10:11 o'clock A. M.,  
Recorded June 14, 1962.Norman J. Foster  
RECORDER, MADISON COUNTY, OHIO



DVISS  
40

No. 62370 Fee \$1.80 EASEMENT Parcel No. 66.

OSCAR H. GOODHEIL  
AMELIA J. FOSTER GOODHEIL  
INA T. FOSTER

TO

OHIO EDISON COMPANY

KNOW ALL MEN BY THESE PRESENTS: That we, Amelia Josephine Goodheil and Oscar H. Goodheil, wife and husband, and Ina T. Foster, claiming title by virtue of instrument recorded in Volume 148, page 176 of the Madison County Deed Records, the Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received to our full satisfaction of Ohio Edison Company, an Ohio corporation, the Grantee, do hereby grant unto Grantee, its successors and assigns, an easement and right-of-way, with the rights and privileges hereinafter set forth, for lines for the transmission and distribution of electric current, including telephone and telegraph, upon, over, under, and across the following described premises:

Situated in the Township of Union, County of Madison and State of Ohio, being part of Section 8742 of the Virginia Military Survey.

The right-of-way above referred to is described as follows:  
A strip of land 100 feet wide, 50 feet on each side of a center line, which center line of right of way is described as follows:  
The center line of said right of way enters Grantors premises from the land of W. B. Gardner at a point on said Grantors southerly property line, approximately 1802 feet northwesterly from the southeast corner, which is in the center of S.W. 38; thence from this point in a general northwesterly direction across Grantors premises approximately 1795 feet to a point on Grantors northwesterly property line, which is the southerly limits of the P. C. C. and St. L. Railroad approximately 2636 feet southwesterly from the northeast corner, which is in the center of S.W. 38, where said line crosses the land of the P. C. C. and St. L. Railroad.

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

The Grantors reserve the right to use the ground between said structures and beneath said wires, provided that such use does not interfere with or obstruct the rights herein granted, and the Grantors agree that no building, obstruction or impediment of any kind shall be placed within said right-of-way or between said structures or beneath said wires without prior written approval of the Grantee.

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

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

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

IN WITNESS WHEREOF, We have hereunto set our hands as of the 12 day of Feb., 1958.

Signed in the presence of:

H. J. House  
H. J. House  
Charles W. Folk  
Charles W. Folk

Oscar H. Goodheil  
Oscar H. Goodheil  
Amelia J. Foster Goodheil  
Amelia J. Foster Goodheil  
Ina T. Foster  
Ina T. Foster

STATE OF OHIO, COUNTY OF FRANKLIN SS:  
Before me, a Notary Public, in and for said County and State, personally appeared Oscar H. Goodheil, Amelia J. Foster Goodheil and Ina T. Foster, 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 Columbus Ohio this 12 day of Feb. 1958.

(SEAL) H. D. HOUSE, Notary Public  
H. D. House, Notary Public, for the State of Ohio  
My commission expires March 22, 1959

This instrument was prepared by  
James B. Lilley, Attorney at Law

Received: March 25, 1958 at 10:35 o'clock A.M.  
Recorded: March 27, 1958

DV-159  
83

No. 18068 Fee \$3.00

Ina Tenney Foster and  
Amelia Josephine Goodheill  
215 West Center Street  
London, Ohio

TO THE

STATE OF OHIO

described, situated in Madison County, Ohio, Union Township, Virginia Military Survey No. 8742, and bounded and described as follows:

KNOW ALL MEN BY THESE PRESENTS:

That Ina Tenney Foster (Life Estate) and Amelia Josephine Goodheill, formerly Amelia Josephine Foster, married (Henselinderman), the Grantors, for and in consideration of the sum of One Hundred Fifty and no/100 Dollars (\$150.00) and for other good and valuable considerations to them paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter

PARCEL NO. 23.

Situated in Madison County, Ohio, Union Township, Virginia Military Survey No. 8742, and bounded and described as follows:

Beginning at a point in the existing right of way line, said point being 810.2 feet in a northerly direction along the centerline of State Route No. 38 from the intersection of the grantors south property line of a 48.46 acre tract and the centerline of State Route No. 38 and thence 34 feet in a westerly direction at right angles to the centerline of State Route No. 38 to the true point of beginning; thence 15 feet in a westerly direction at right angles to the centerline of State Route No. 38 to a point; thence 50 feet in a northerly direction parallel to the centerline of State Route No. 38 to a point; thence 15 feet in an easterly direction at right angles to the centerline of State Route No. 38 to a point in the existing right of way line; thence 50 feet in a southerly direction along the existing right of way line to the place of beginning.

"Being a part of the same premises conveyed to the herein grantors by deed dated 5-5-36 and recorded in Vol. 118 Pg. 13 in the records of Madison County, Ohio."

It is understood that the strip of land above described contains 0.017 of an acre, more or less. Said sections being the Section numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Department of Highways, Columbus, Ohio.

TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns forever. And the said Grantors, for themselves and their heirs, executors, and administrators, hereby covenant with the said Grantee, its successors and assigns that they are the true and lawful owners of said premises, and are lawfully seized of the same in fee simple, and have good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that they will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid Oscar H. Goodheill (husband of Amelia Josephine Goodheill, formerly Amelia Josephine Foster) hereby relinquishes to said Grantee, its successors and assigns, all right and expectancy of Power in the above described premises.

IN WITNESS WHEREOF Ina Tenney Foster (Life Estate), Amelia Josephine Goodheill, formerly Amelia Josephine Foster, (Henselinderman) and Oscar H. Goodheill, her husband have hereunto set their hands, the 6th day of February, in the year of our Lord one thousand nine hundred and sixty-one (1961).

Signed and sealed in presence of:

John O. Tinscher

Robert R. Powers

Ina Tenney Foster  
Amelia Josephine Goodheill  
formerly Amelia Josephine Foster  
Oscar H. Goodheill

This instrument prepared by the  
Ohio Department of Highways  
by Wm. C. Strosser

STATE OF OHIO,

MADISON COUNTY ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named Ina Tenney Foster, Amelia Josephine Goodheill, formerly Amelia Josephine Foster, Oscar H. Goodheill 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 London, Ohio, this 6th day of February, A.D. 1961.

(SEAL) ROBERT R. POWERS  
My commission expires June 8, 1962

Transfer not necessary. June 15, 1961  
Received: June 15, 1961 at 2:40 o'clock P.M.  
Recorded: June 22, 1961

Norman L. Jones  
Recorder Madison Co. Ohio

Divide  
513

No. 29358 Fee \$1.25

Easement for Highway Purposes

INA TENNEY FOSTER  
105 Midway St., London, Ohio

to the

STATE OF OHIO

and road purposes, in, upon and over the lands hereinafter described, situated in Madison County, Ohio, Union Township, V.M.S. 8742, and bounded and described as follows:

KNOW ALL MEN BY THESE PRESENTS:

That Ina Tenney Foster, the Grantor, for and in consideration of the sum of Ten and no/100 dollars (\$10.00) and for other good and valuable considerations to her paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway

PARCEL No 48

Being a parcel of land lying on the right side of the centerline of a survey, made by the Department of Highways, and recorded in Book 1, Page 32h, of the records of Madison County and being located with the following described points in the boundary thereof:

Beginning in the grantor's westerly property line at a point 30 feet right of station 306 / 49.78 in the centerline of a survey made in 1950 by the Ohio Department of Highways of U. S. Route 42, Section 0.00 in Madison County, also known as the Columbus-Cincinnati Road, said point being in the existing southeasterly right of way line of said highway; thence northeasterly along said right of way line to the grantor's easterly property line at a point 30 feet right of station 306 / 75.18; thence southerly along said easterly property line to a point 40 feet right of station 306 / 71.21; thence southwesterly to the grantor's westerly property line at a point 40 feet right of station 306 / 45.81; thence northerly to the place of beginning.

It is understood that the strip of land above described contains .006 of an acre, more or less, exclusive of the present road which occupies 0.00 acres, more or less.

Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Department of Highway, Columbus, Ohio.

TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns forever.

And the said Grantor, for herself and her heirs, executors, and administrators, hereby covenants with the said Grantee, its successors and assigns that she is the true and lawful owner of said premises, and is lawfully seized of the same in fee simple, and has good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that she will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid John H. Foster, husband of Ina Tenney Foster hereby relinquishes to said Grantee, its successors and assigns, all right and expectancy of lower in the above described premises.

IN WITNESS WHEREOF Ina Tenney Foster and John H. Foster, wife and husband have hereunto set their hands, this 29th day of December, in the year of our Lord one thousand nine hundred and fifty.

Signed and sealed in presence of:

E. H. Snyder  
Dorothy Brady

Ina Tenney Foster  
John H. Foster

State of Ohio,  
Madison County SS.

Before me, a Notary Public in and for said County and State, personally appeared the above named Ina Tenney Foster and John H. Foster 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 London, Ohio this 29 day of December, A. D. 1950.

(SEAL) Dorothy Ann Brady  
My Commission expires 9-20-1952.  
DOROTHY ANN BRADY  
Notary Public, Madison County, Ohio  
My Commission Expires Sept. 20, 1952.

Transfer Not Necessary - July 18, 1951.  
Received July 18, 1951, at 1:43 o'clock P.M.  
Recorded July 21, 1951.

*Thomas H. Johnson*  
Notary Public, Madison County, Ohio



AGREEMENT OF LEASE, Made this 20th day of January A.D., 1964, between Ina T. Foster of Ohio, Lessor, and Robinson and Shipp Oil Co. Lessees

WITNESSETH, That the Lessor, in consideration of Forty one dollars and fifty cents the receipt whereof is hereby acknowledged, and the covenants and agreements hereinafter contained, with covenants for the lessee's quiet possession and enjoyment for the term and general warranty of title and the sole right to convey, does hereby grant, demise, lease and let unto the said lessee the following described tract of land, for the purpose and with the exclusive right to operate and drill for and produce oil, gas and gasoline thereon and therefrom, together with the right to lay and maintain pipe lines and erect and maintain telephone and telegraph lines, shackles work, machinery, houses and buildings for employees, and buildings incident to and convenient for the operation of this land alone and conjointly with neighboring lands for oil, gas and gasoline with the right to use water, oil and gasoline from said land, free of charge for such purposes; and ingress, egress and regress to and on said leasehold and all lands of said lessor for all of said purposes, and with the right of removing, either during or after the term hereof, all and any property, fixtures or improvements placed or erected in or upon said land by lessee, and all other rights and privileges necessary for the proper use, enjoyment and operation of said land by said lessee, and all other rights and privileges necessary for the proper use, enjoyment and operation of said land by said lessee; with the right of sub-dividing and releasing all that tract of land, situate in the Township of Union County of Madison, and State of Ohio, and bounded and described as follows, to-wit:

North by lands of Springfield Road  
East by lands of Creek  
South by lands of Irvin Foster Heirs  
West by lands of Prison Farm  
containing 166 acres, more or less

TO HAVE AND TO HOLD unto and for the exclusive use of the lessee for the term of ten years from the date hereof, and as much longer as oil, gas or gasoline can be produced in paying quantity, or the rental paid thereon, paying for or yielding to the lessor the one-eighth part of all oil produced and saved from the premises, delivered free of expense into tank or pipe lines to the lessor's credit. Should gasoline be manufactured from gas production on the premises hereby leased, the lessor shall receive one-eighth of the surplus gasoline thus manufactured and saved delivered in tanks provided by lessee on the premises, free of expense, or, one-eighth of the proceeds, less the cost of marketing the same, payable to the lessor semi-annually. The gasoline manufactured from gas produced on the premises hereby leased may be apportioned among several farms, according to the number of wells on each producing and supplying gas to the gasoline plant or plants. Should a well be found producing gas only, then the lessor shall be paid for each gas well at the rate of 1/8 of gas actually sold Dollars for each year, so long as gas is sold therefrom, payable when so marketed. Provided that this lease shall become null and void unless a well shall be commenced on the premises within 12 months from the date hereof, or unless lessee shall pay lessor at the rate of \$1.50 Dollars per year in advance for each additional year such commencement of said well is delayed.

The rents and royalties herein reserved shall include any rentals or interests in the oil and gas that may have been heretofore sold, reserved or conveyed by the lessor or his predecessors in title. Should the lessor not have title to all the oil and gas in and under the above described premises, lessor agrees to release the lessee from the payments of the rentals and royalties herein provided, in proportion to the outstanding interest.

In case the first well be dry or non-producing, this in itself shall not work a forfeiture of this lease, but lessee shall have the exclusive right to drill other wells during the term of this lease, both before and after oil or gas is found in paying quantity. Lessor is to fully use and enjoy said premises for the purpose of tillage, except such parts as may be used by lessee for purposes aforesaid. Lessee is not to put down a well on lands hereby leased within ten rods of buildings now on said premises without the consent of the lessor. If any operated well or wells on said premises produce sufficient surplus gas over and above the requirements of lessee for use in operations as herein provided, the lessor may have gas for heat and light for one family in one house on said premises, so long as lessee continues to operate said well or wells, the lessors making connections therefor at his own risk and expense at such point as may be from time to time designated by lessee, and using modern and economical appliances in consuming same. The above rental may be paid to lessor in person, or by a deposit to the credit of lessor in Central National Bank, London, Ohio or by check deposited in post office directed to Ina T. Foster at 105 Midway St., London, O. County of Madison State of Ohio, at time said rentals become due.

And it is further agreed that all conditions, terms and limitations between the parties hereunto shall extend to their heirs, executors and assigns.

IN WITNESS WHEREOF, We, the said parties hereto, have hereunto set our hands and seals the day and year first above written.

WITNESS

Forrest R. Hanson  
Guy Heath

Ina T. Foster (Seal)

STATE OF OHIO  
COUNTY OF MADISON ss.

Be it Remembered, That on the 20th day of January, A.D. 1964 Before me a Notary Public in and for said county, personally came the within named Ina T. Foster and in due form of law acknowledged the within indenture to be her free act and deed and desired that the same might be recorded as such.

(SEAL) Forrest R. Hanson  
My commission expires 2/14/64

Prepared by  
Robinson & Shipp Oil Co.

Received: February 14, 1964 at 10:43 o'clock A.M.  
Recorded: February 17, 1964

No. 53753

Fee \$2.00

OIL AND GAS LEASE NO. 31

AGREEMENT OF LEASE, Made this 20th day of January A. D., 1964, between Ina T. Foster of Ohio, Lessor, and Robinson & Shipp Oil Co. Lessees.

WITNESSETH, That the lessor, in consideration of Forty two dollars and fifty cents the receipt whereof is hereby acknowledged, and the covenants and agreements hereinafter contained, with covenants for the lessee's quiet possession and enjoyment for the term and general warranty of title and the sole right to convey, does hereby grant, demise, lease and let unto the said lessee the following described tract of land, for the purpose and with the exclusive right to operate and drill for and produce oil, gas and gasoline thereon and therefrom, together with the right to lay and maintain pipe lines and erect and maintain telephone and telegraph lines, shackle work, machinery, houses and buildings for employees, and buildings incident to and convenient for the operation of this land along and conjointly with neighboring lands for oil, gas and gasoline with the right to use water, oil and gasoline from said land, free of charge for such purposes; and ingress, egress and regress to and on said leasehold and all lands of said lessor for all of said purposes, and with the right of removing, either during or after the term hereof, all and any property, fixtures or improvements placed or erected in or upon said land by lessee, and all other rights and privileges necessary for the proper use, enjoyment and operation of said land by said lessee; with the right of sub-dividing and releasing all that tract of land, situate in the Township of Union County of Madison, and State of Ohio, and bounded and described as follows, to-wit:

North by lands of P.C.C. & St. L. Railroad  
East by lands of Midway Street and Route 38  
South by lands of Charles Reeves  
West by lands of PCC & St. L. Railroad  
containing 170 acres, more or less.

TO HAVE AND TO HOLD unto and for the exclusive use of the lessee for the term of ten years from the date hereof, and as much longer as oil, gas or gasoline can be produced in paying quantity, or the rental paid thereon, paying for or yielding to the lessor the one-eighth part of all oil produced and saved from the premises, delivered free of expense into tank or pipe lines to the lessor's credit. Should gasoline be manufactured from gas production on the premises hereby leased, the lessor shall receive one-eighth of the surplus gasoline thus manufactured and saved delivered in tanks provided by lessee on the premises, free of expense, or, one-eighth of the proceeds, less the cost of marketing the same, payable to the lessor semi-annually. The gasoline manufactured from gas produced on the premises hereby leased may be apportioned among several farms, according to the number of wells on each producing and supplying gas to the gasoline plant or plants. Should a well be found producing gas only, then the lessor shall be paid for each gas well at the rate of 1/8 of gas actually sold Dollars for each year, so long as gas is sold therefrom, payable when so marketed. Provided that this lease shall become null and void unless a well shall be commenced on the premises within 12 months from the date hereof, or unless lessee shall pay lessor at the rate of 42.50 Dollars per year in advance for each additional year such commencement of said well is delayed.

The rents and royalties herein reserved shall include any rentals or interest in the oil and gas that may have been heretofore sold, reserved or conveyed by the lessor or his predecessors in title. Should the lessor not have title to all the oil and gas in and under the above described premises, lessor agrees to release the lessee from the payments of the rentals and royalties herein provided, in proportion to the outstanding interest.

In case the first well be dry or non-producing, this in itself shall not work a forfeiture of this lease, but lessee shall have the exclusive right to drill other wells during the term of this lease, both before and after oil or gas is found in paying quantity. Lessor is to fully use and enjoy said premises for the purpose of tillage, except such parts as may be used by lessee for purposes aforesaid. Lessee is not to put down a well on lands hereby leased within ten rods of buildings now on said premises without the consent of the lessor. If any operated well or wells on said premises produce sufficient surplus gas over and above the requirements of lessee for use in operations as herein provided, the lessor may have gas for heat and light for one family in one house on said premises, so long as lessee continues to operate said well or wells, the lessors making connections therefor at his own risk and expense at such point as may be from time to time designated by lessee, and using modern and economical appliances in consuming same. The above rental may be paid to lessor in person, or by a deposit to the credit of lessor in Central National Bank, London Ohio or by check deposited in post office directed to Ina T. Foster at 105 Midway St., County of Madison State of Ohio, at time said rentals become due. And it is further agreed that all conditions, terms and limitations between the parties hereunto shall extend to their heirs, executors and assigns.

IN WITNESS WHEREOF, We, the said parties hereto, have hereunto set our lands and seal the day and year first above written.

WITNESS

Forrest R. Hanson  
Guy Hesth

Ina T. Foster (Seal)

State of Ohio  
County of Madison ss.

Be it remembered, That on the 20th day of January A. D., 1964 before me a notary public in and for said county, personally came the within named Ina T. Foster and in due form of law acknowledged the within indenture to be her free act and deed and desired that the same might be recorded as such.

(SEAL) Forrest R. Hanson  
My commission expires 2/14/64

Prepared by Robinson and Shipp Oil Co.

Received Feb. 14, 1964, at 10:35 o'clock A.M.  
Recorded Feb. 15, 1964.

RECORDED IN COUNTY OHIO