

OLD CRAWFORD LAND TITLE AGENCY Ltd.

Tami S. Tima

116 West Perry Street
Bucyrus, Ohio 44820

E-Mail Address: tami@oldcrawford.com

(419) 562-4978
(Fax) 562-8989

October 26, 2020

Peter Blair
Vice President/ U.S. Bank Wealth Management
U.S. Bank / Farm Management
910 W. Main Street
Troy, Ohio 45373

Re: Landowners: The First National Bank of Cincinnati and Ernest B. Stivers, Co-Trustees
Property: Dallas Twp. Section 11 – 80 acres; Section 10- 67.75 acres; 111.84 acres;
35 acres; 0.68 acres; 42.65 acres; 65.05 acres, County of Crawford, State
of Ohio:

Dear Mr. Blair:

We hereby certify that we have carefully examined the record title in and to the following described real estate as disclosed by the records of Crawford County, Ohio, which presently stands of record in the names of The First National Bank of Cincinnati and Ernest B. Stivers, Co-Trustees:

Situated in the Township of Dallas, in the County of Crawford, and State of Ohio;

Known and described as One Hundred and Twelve acres and Twenty Six-Hundredths of an acre of land in Section ten (10) in Township four (4) South of Range sixteen (16), to be taken off the North end of the lands in said Section lying East of the centerline of the Columbus & Sandusky Turnpike Road.

Parcel Number: 18-00-03368.000

ALSO the following described real estate, situated in the Township, County and State aforesaid:

The West half of the Northwest Quarter of Section Eleven (11), Township Four (4), South of Range Sixteen (16) East, containing Eighty (80) acres of land, be the same more or less, but subject to all legal highways.

Parcel Number: 16-00-03251.000

ALSO the following described real estate, situated in the Township, County and State aforesaid:

Being a part of the Southeast Quarter of Section Ten (10), in Township Four (4), Range Sixteen (16) East, beginning on the South Section line of Section Ten (10), at a point in the middle of the Columbus and Sandusky Turnpike Road;

Running thence East on said South Section line to the East line of said section;

Thence North on said East section line to the South line of lands formerly owned by Nora J. Tobias and sold to Frank A. Stivers;

Thence Wests following the South line of said lands to the center of the Columbus and Sandusky Turnpike Road;

Thence in a southwesterly direction along the center of said turnpike to the place of beginning. CONTAINING One Hundred and Thirteen (113) Acres, more or less.

Parcel Numbers: 18-00-03370.000 and 18-00-03250.000

ALSO the following described real estate, situated in the Township, County and State aforesaid;

The West part of the North West Quarter of Section Ten, Township Four, South of Range Sixteen, East, commencing at the North West corner of said section;

Thence South 2 degrees 10 minutes East, 160.80 rods to the South West corner of said quarter section;

Thence North 88 degrees 5 minutes East 78.24 rods;

Thence North 2.5 degrees West 161 rods to the North line of said section;

Thence South, 88 degrees West, 75 rods to the Place of Beginning, excepting from said above description a tract in the North East corner of said described tract, 97.5 rods long North and South by 19.5 rods wide East and West, and containing 65.05 acres of land, be the same more or less but subject to all legal highways.

Parcel Number: 18-00-03369.000

Situated in the Dallas Township, Crawford County, Ohio, and described on the tax lists of the County as 105.68 acres of land in the Northwest part of the Northeast Quarter and the Northeast part of the Northwest Quarter of Section 10, Township 4, South of Range 16 East.

Being the real estate transferred from Zua Johnston to Zua Johnston Stivers recorded in Volume 94, Page 86 of the Deed Records of Crawford County, Ohio.

Parcel Numbers: 18-00-03366.000 (70.68 acres)

18-00-03367.000 (35.00 acres)

After having examined said records carefully (which includes the deed, mortgage, mechanics' liens, notice of signing recognizances, leases, miscellaneous, foreign executions, certificates of judgment liens, pending suits, domestic judgments, taxes, etc.), it is our opinion that the said The First National Bank of Cincinnati and Ernest B. Stivers, Co-Trustees have and own the fee simple title in and to said above described real estate, subject to the following:

1. Taxes and Assessments for the tax year 2019 for:

-Parcel Number 16-00-03251.000 (80 acres): \$166.75 per half; year paid in full. Special Assessment for George #937 /Gibb Ditch Asses.: \$130.69 first half only. Paid.

-Parcel Number 16-00-03250.000 (67.75 acres): \$1236.25 per half; year paid in full. Special Assessment: \$14.86 first half only; paid.

-Parcel Number 18-00-03368.000 (111.84 acres): \$2050.58 per half; year paid in full. Special Assessment: \$175.59 first half only; paid. (2015 removed house, left barn).

-Parcel Number 18-00-03367.000 (35 acres): \$610.17 per half; year paid in full. Special Assessment: \$71.42 first half only; paid.

-Parcel Number 18-00-03366.000 (70.68 acres): \$1191.77 per half; year paid in full. Special Assessment: \$156.31 first half only; paid.

-Parcel Number 18-00-03370.000 (42.65 acres): \$771.93 per half; year paid in full. Special Assessment; \$9.36 first half only; paid

-Parcel Number 18-00-03369.000 (65.05 acres): \$1098.45 per half; year paid in full. Special Assessment: \$90.92 first half only; paid.

CAUV exemption applies to all 7 parcels. The first half of the 2020 taxes and assessments are not due or payable.

2. Easement for underground System of Telephone and Telegraph, from Zua J. Stivers and A.J. Stivers to The Ohio Bell Telephone Co., dated April 24, 1942; file for record May 7, 1942 at 12:44 p.m. and recorded in Deed Volume 163, Page 34, Crawford County Recorder's Office.

3. Pole line Easement from Zua J. Stivers , a single woman, to The Marion-Reserve Power Company, dated April 28, 1945; filed for record August 20, 1945 at 10:48 a.m. and recorded in Deed Volume 171, Page 198, Crawford County Recorder's Office.

4. Pipeline Right-of-Way from Zua J. Stivers, a single woman, to The Ohio Fuel Gas Company, dated September 13, 1948; filed for record September 25, 1948 at 10:28 a.m. and recorded in Deed Volume 198, Page 105, Crawford County Recorder's Office. (Sec 10, 171+AC).

5. Easement and Right-of-Way for The Distribution of Electric Current from Ernest B. Stivers and The First National Bank of Cincinnati, Co-Executors of the Estate of Zua J. Stivers, dated March 28, 1974; filed for record June 7, 1974 at 2:11 p.m. and recorded in Deed Volume 358, Page 15, Crawford County Recorder's Office.


6. Pole Line Easement 10' wide by 6,540' long from The First National Bank of Cincinnati and Ernest B. Stivers to Unite Telephone Company of Ohio, dated April 7, 1992; filed

for record April 21, 1992 at 12:05 p.m. and recorded in Deed Volume 444, Page 164, Crawford County Recorder's Office.

7. Agreement for Conditional Limited Time Gas Service from Ernest B. Stivers, Co-Trustee of the Zua B. Stivers Trust to Columbia Gas of Ohio, dated December 13, 1992; filed for record March 16, 1993 at 8:41 a.m. and recorded in Deed Volume 448, Page 82, Crawford County Recorder's Office.

IN WITNESS WHEREOF, we have hereunto set our hands to this Certificate, at Bucyrus, Ohio this 26th day of October, 2020 at 7:59a.m.

**OLD CRAWFORD LAND
TITLE AGENCY, Ltd.**


Tami S. Tima

#851

THE OHIO BELL TELEPHONE COMPANY
Easement

In consideration of One and no/100 Dollars (\$1.00) in hand paid, the 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, an underground system of telephone and telegraph, together with all such cables, facilities, as it may from time to time require or deem proper therefor, under the surface of a strip of land one rod wide across the property which we own, or in which we have an interest, situated in Section 10, Range 16E, in the Township of Dallas 4-S County of Crawford, State of Ohio, known as 113 acres, more or less, being the property of Zua J. & A. J. Stivers as of date recorded 1-23-40.

and being the same premises of record in Deed Book No. 155, Page No. 561, Recorder's Record of Deeds, Crawford County, Ohio.

Said underground system shall be constructed according to the following course:

Beginning in the east line of said property (west line of Hord Farm) within 350 ft. of the southeast corner, thence in a more or less westerly direction for approx. 144 rods to the west line (east line of Briggs Farm) within 350 feet of the southwest corner.

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 place and maintain upon land of the undersigned surface route markers along fence lines or property lines and the right to carry in said underground system the wires, cables, facilities and/or appurtenances of any other Company. The Company shall promptly compensate the Grantor for all damage to crops, fences and drain tile caused by the installation, construction, reconstruction, operation, maintenance, repair, supplementing or removal of said underground system. The Grantor may use the surface of said strip provided such use does not interfere with the Company's use of said easement. It is agreed that if the grantor shall desire at any time to erect a building or buildings on the above described premises, the grantee will at anytime, relocate said cable at its expense satisfactorily to the grantor and grantee, the right of way to be furnished by grantor, without cost to grantee. Said cable to be installed at a depth of not less than 40 inches below the surface.

WITNESS our hands, this 24th day of April, 1942.

Signed and acknowledged in the presence of:
Wm. H. Liggett
Justice of the Peace
Union Twp., Brown County, Ohio
Wm. K. Runyan

Zua J. Stivers
A. J. Stivers

State of Ohio
County of

SS

35

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 24th day of April, 1942.

Wm. H. Liggett, Justice of the Peace *in and for*
Union Twp., Brown County, Ohio

Filed May 7, 1942, @ 12:44 P.M.
Recorded May 13, 1942
Fee .75¢

Recorder *Oliver Hartman*

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#852

THE OHIO BELL TELEPHONE COMPANY
Easement

In consideration of One and no/100 Dollars (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, I 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, an underground system of telephone and telegraph, together with all such conduits, manholes, cables, fixtures, facilities and appurtenances as it may from time to time require or deem proper therefor, under the surface of a strip of land one rod wide across the property which I own, or in which I have an interest, situated in Section 9, Range 16E, in the Township of Dallas 4-S County of Crawford, State of Ohio, known as SW-1/4, W-1/2, 80 acres, more or less, being the property of Eva M. Scott as of date recorded 3-26-15.

and being the same premises of record in Deed Book No. 107, Page No. 18, Recorder's Record of Deeds, Crawford County, Ohio.

Said underground system shall be constructed according to the following course:

Beginning in the east line of said property (west line of Locke Farm) within 400 ft. of the southeast corner, thence in a more or less westerly direction for approx. 79 rods to the west line (east line of Schroll Farm) within 400 feet of the southwest corner.

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

The Underground

For Assignment see Deed Book #10 Page 266 THAY 273
TO ATT COMMUNICATIONS OF OHIO DATED 12-15-83
Fud 1-5-84 AT 9:05AM

#9421

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, hereinafter called Grantor, of Brown County, Ohio, for herself and her heirs and assigns, does, hereby grant and convey unto THE MARION- RESERVE POWER COMPANY, its successors and assigns, hereinafter known as the Company, the exclusive right and easement to construct, install and perpetually maintain its poles, guys, lines, transformers, meters and other necessary apparatus (including necessary trimming of trees from time to time), upon and along the lands of the Grantor located in Section 10 and 11, Township Dallas, County of Crawford, Ohio, and/or in the Village of -- in the Township and County aforesaid, all in consideration of said Company making said installation and maintaining the same for the purpose of rendering service thereby to its customers.

It is expressly understood and agreed that this easement is limited to the erection of poles, lines and other equipment for the servicing of the buildings and other installations located on grantor's real estate.

Said Grantor represents that she is the owner of approximately 302 acres in the Section, Township and County aforesaid, adjacent to what is commonly known as the State Route 98 Highway or, in the Township and County aforesaid, which said acreage constitute the premises upon and over which the foregoing easement is granted.

IN WITNESS WHEREOF said Grantor herein has executed this instrument this 28th day of April, 1945.

Signed and acknowledged in the presence of:

Arch R. Hickes Jr
Ruby Wylie Witnesses

Zua J. Stivers
Grantor

State of Ohio
Brown County SS.

Before me a Notary Public in and for said County personally appeared the above named: Zua J. Stivers, a single woman, who acknowledged that she did sign the foregoing instrument; and that the same is her free act and deed. In testimony whereof, I have hereunto subscribed my name and affixed my official seal at Ripley, Ohio, this 28th day of April 1945.

My comm. exp. 8/16/46.
(seal)

Arch Hickes, Jr.
Arch. Hicks, Jr. Not. Pub. for State of Ohio

Filed 10:48 A. M. 8-20-1945
Recorded September 13, 1945.
Fee .60¢

Recorder Oliver Hartman

#9422

E A S E M E N T.

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, hereinafter called Grantors, of Crawford County, Ohio, for themselves and their heirs and assigns, do, hereby grant and convey unto THE MARION-RESERVE POWER COMPANY, its successors, and assigns, hereinafter known as the Company, the exclusive right and easement to construct, install and perpetually maintain its poles, guys, lines, transformers, meters and other necessary apparatus (including necessary trimming of trees from time to time), upon and along the lands of the Grantors located in Section 10, Township Jackson County of Crawford, Ohio, and in the Township and County aforesaid, all in consideration of said Company making said installation and maintaining the same for the purpose of rendering service thereby to its customers.

For and in Consideration of ONE DOLLAR to her in hand paid, receipt of which is hereby acknowledged, and the further consideration of twenty-five cents (25c) per lineal rod, to be paid when such grant shall be used or occupied.

Zua J. Stivers, a Widow

(hereinafter called the Grantor...) do hereby grant to THE OHIO FUEL GAS COMPANY (hereinafter called the Company), its successors and assigns, the right to lay a pipe line over and through the premises hereinafter described, and to maintain, operate, repair, replace and remove same, together with valves and other necessary appurtenances on lands in Lot 10, Section 10, Dallas Township

Crawford County, Ohio, situated in Qr. Twp. No. 10, Township No. 10,

Range No. 10, and bounded as follows:

On the North by lands of Highway

On the East by lands of Highway

On the South by lands of Frank Monett

On the West by lands of Henry Hill

and containing 171 plus acres, more or less, with the right of ingress and egress to and from the same.

The Grantor may fully use and enjoy the said premises, except for the purpose hereinbefore granted to the Company. Pipe line shall be buried so as not to interfere with the cultivation of the land. The Company shall pay any damages which may arise to crops and fences from the laying, maintaining, operating and final removing of said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons,

one thereof to be appointed by the said Grantor, her heirs or assigns, one by the Company, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive. The Company, its successors or assigns, may at any time lay, maintain, operate, repair, replace and remove other lines of pipe at any points on said premises, upon the payment of a like consideration for each line, and subject to the same conditions as above; it may also change the size of its pipes by paying the damages, if any, to crops and fences which may arise in making such change.

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

Payment of all money due Grantor hereunder may be made to A. J. Stivers, Agt.

by check made payable to him and mailed to him at Ripley, Ohio

Ohio.

In Witness Whereof, the Parties hereto have hereunto set their hands this 13th day of September

A. D., 1948

Signed and acknowledged in the presence of:

J. N. Liggett
J. N. Liggett

Zua J. Stivers

STATE OF OHIO, Brown COUNTY, ss.

Personally appeared before me, Notary Public in and for said County

Zua J. Stivers

who acknowledged the signing of the foregoing instrument to be her voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 13th day of September, A. D., 1948

J. N. Liggett

J. N. LIGGETT, Notary Public

Brown County, Ohio

My Comm. Expires Feb. 25, 1951

It is agreed that the said pipe line shall be laid not less than 15 feet west of a certain tree on grantor's land, which is situated near the highway.

74-159

We/I, the undersigned Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations received to our/my satisfaction of OHIO EDISON COMPANY, an Ohio Corporation, the Grantee, do hereby give and grant unto the Grantee, its successors and assigns, an easement and right of way as described below for lines for the distribution of electric current, including telephone and telegraph, upon and over lands of Grantor situated in the Township of Dallas County of Crawford State of Ohio, being part of Section 11 Twp. 4-S, Range 16-E therein, which said lands are described as follows:

Bounded on the North by lands now or formerly owned by S.R. 294Bounded on the East by lands now or formerly owned by Pearl SchottBounded on the South by lands now or formerly owned by Bertha Hord and Marion-Crawford County LineBounded on the West by lands now or formerly owned by S.R. 98

The easement and right of way herein granted is more definitely described as follows:

Said right of way being a strip of land eight (8) feet in width, four (4) feet on either side of a center line, which said center line is described as follows.

Said right of way will enter Grantor's property approximately one hundred seventy (170) feet south of the road limits of S.R. 294 indicating the northwest property corner; thence in an easterly direction from the road limits of S.R. 98 for approximately two hundred (200) feet; thence to customer's metering point.

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.	
FEE \$	_____
EXEMPT	<input checked="" type="checkbox"/>
WILLIAM J. KUNKEL, County Auditor	

*No charge
Not transferred June 7, 1974
William J. Kunkel
Co Auditor*

The easement and right of way herein granted includes the right to enter upon said lands and erect, operate and permanently maintain thereon all usual fixtures and equipment required for the distribution of electric current, including telephone and telegraph, and the right to trim, cut, remove or control by any other means, any and all trees which may interfere with or endanger the safe and efficient operation of the lines.

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

IN WITNESS WHEREOF, WE/I have hereunto set our/my hand this 28th day of March, 1974.

Signed in the presence of:

Judy Harrow
James C. Davis

☒ Ernst B. Stivers Co-executor
☒ THE FIRST NATIONAL BANK OF CINCINNATI,
CO-EXECUTOR BY: Donald Lawler
Trust Officer

THIS SPACE RESERVED FOR
RECORDER'S STAMP

41747

RECEIVED FOR RECORD

June 7, 1974

At 2:11 O'clock P M

Recorded June 11 1974

IN Book 358 Page 15

No. Robert O. Meitz
Crawford County Recorder

FEE \$ 2.00
by W. Spiegel, Dep.

STATE OF OHIO.
COUNTY OF Brown } ss

Before me, a Notary Public in and for said County and State personally appeared the above name

Ernst B. StiversCo-executor of the estate of Zua J. Stivers

who, being by me duly sworn acknowledges the signing of the foregoing easement to be his free act and deed for the giving and granting of the rights therein named, including dower, and that he are/is still satisfied therewith.

Witness my hand and official seal at Aberdeen, Ohio, this 28th day of March, 1974.



Notary Public
KAY A. HAAG, NOTARY PUBLIC
BROWN COUNTY, OHIO MY COMMISSION
EXPIRES SEPTEMBER 30, 1977

* This Instrument
was prepared by
JAMES C. CARROLL
Attorney at Law

20799



United Telephone Company of Ohio

BOOK 444 PAGE 164

EASEMENT

EASEMENT NUMBER 91-404-30
R/W MAP NUMBER
JOB NUMBER 5739604 - 3604

Know all men by these presents, that

NAME The First National Bank of Cincinnati and Ernst B. Stivers
STREET P.O. Box 154
CITY, STATE, ZIP Ripley, Ohio 45167

the Grantor(s).

in consideration of one dollar (\$1.00) and other valuable considerations received to their satisfaction from UNITED TELEPHONE COMPANY OF OHIO, the Grantee, hereby grant(s) and convey(s) unto said Grantee, its successors and assigns, a perpetual right-of-way and easement to lay, install, construct, reconstruct, erect, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter, its communications plant and systems including, but not limited to conduits poles, wires, guys, anchors, cables, fixtures, surface monuments, manholes, and appurtenances, as it may deem necessary, and with the further right to permit the attachment of, and/or carry in conduit, wires, cables and associated facilities of any other company with services and extensions therefrom in, on, over, and/or under our lands, with the right of ingress to and egress from and over said premises situated in the ☐ Village ☐ City of _____, Township of Dallas, County of Crawford, State of Ohio, and being a part of N 1/2 - NW 1/4 Section(s) 10-11, Township 4S, Range 16E, Lot Number(s) PP# 18-000-03369-00-03367-000-03366-000-03368-000-16-00-03251-000

The easement herein granted shall be 10 (ten) feet in width and more fully described as follows:

Being a strip of land ten feet in width, the Northerly boundary of which is coincident with the Southerly Right of Way line of State Route 294 and Co. Rd. 19 (Monnett-New Winchester Rd.) and commencing at the Grantor's Westerly property line; thence running Easterly, 6,540 feet, more or less, to the Grantor's Easterly property line.

All mailboxes, signs, yards, driveways, drainage structures, fences, ditches, sidewalks, or other pertinent property damaged or removed during initial construction or future maintenance will be replaced or repaired as good as or better than existing.

Reimbursement will be made for any and all crop damages or loss due to the construction, reconstruction, operation, maintenance, or repair of the Grantee's facilities.

Said easement may be further identified on Exhibit "A" attached hereto and by this reference made a part hereof.

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Ohio Revised Code. FEES _____ EXEMPT <input checked="" type="checkbox"/> DONALD E. LONG, County Auditor	<i>No Chg</i> <i>Not Transferred</i> <i>Apr. 21, 1992</i> <i>Donald E. Long</i> <i>Co. Auditor</i>
--	--

Grantor(s) claims title to the above described property by virtue of deed recorded in Deed Volume 361-362, Page 546-502 of the records of Crawford County, Ohio.

The easement and right of way hereby granted includes the perpetual right to cut, trim, and/or otherwise control any trees and/or brush which may endanger the safety of or interfere with the construction and use of said communications plant and systems.

The Grantor(s) herein retain(s) the right to use said lands for any and all other purposes, provided that such use does not interfere with nor impair the exercise of the easement herein granted.

To have and to hold the said easement and right of way to the said Grantee, its successors and assigns forever. It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

In WITNESS WHEREOF, the said Grantor(s) hereunto set their hand(s) this 7th day of April, 1992.

SIGNED IN THE PRESENCE OF:

Linda A. Smith
 Linda A. Smith
Deanna L. Collins
 Deanna L. Collins

By: Julie C. Szovati
 The First National Bank of Cincinnati
 JULIE C. SZOVATI Trust Administrative Officer
Ernst B. Stivers
 Ernst B. Stivers, Co-Executors

STATE OF OHIO

Crawford

County

)
) ss.
)

The First National Bank of Cincinnati and Ernst B. Stivers, Co-Executors

Before me, a Notary Public

in and for said County, personally appeared the above-named Grantors

who acknowledged that they did sign the within instrument and that the same is their free act and deed.

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

day of April A.D., 19 92.

My commission expires Feb. 25, 19 97.

This instrument prepared by Thomas L. Jacobs, Attorney for

Linda A. Smith
LINDA A. SMITH
Notary Public, State of Ohio

My Commission Expires Feb. 25, 1997
UNITED TELEPHONE COMPANY OF OHIO.

Received for Record M, 19

Recorded in Deed Records, 19

Volume Page

Name

Address

Line

Easement Number Map Number

Recorder

of County

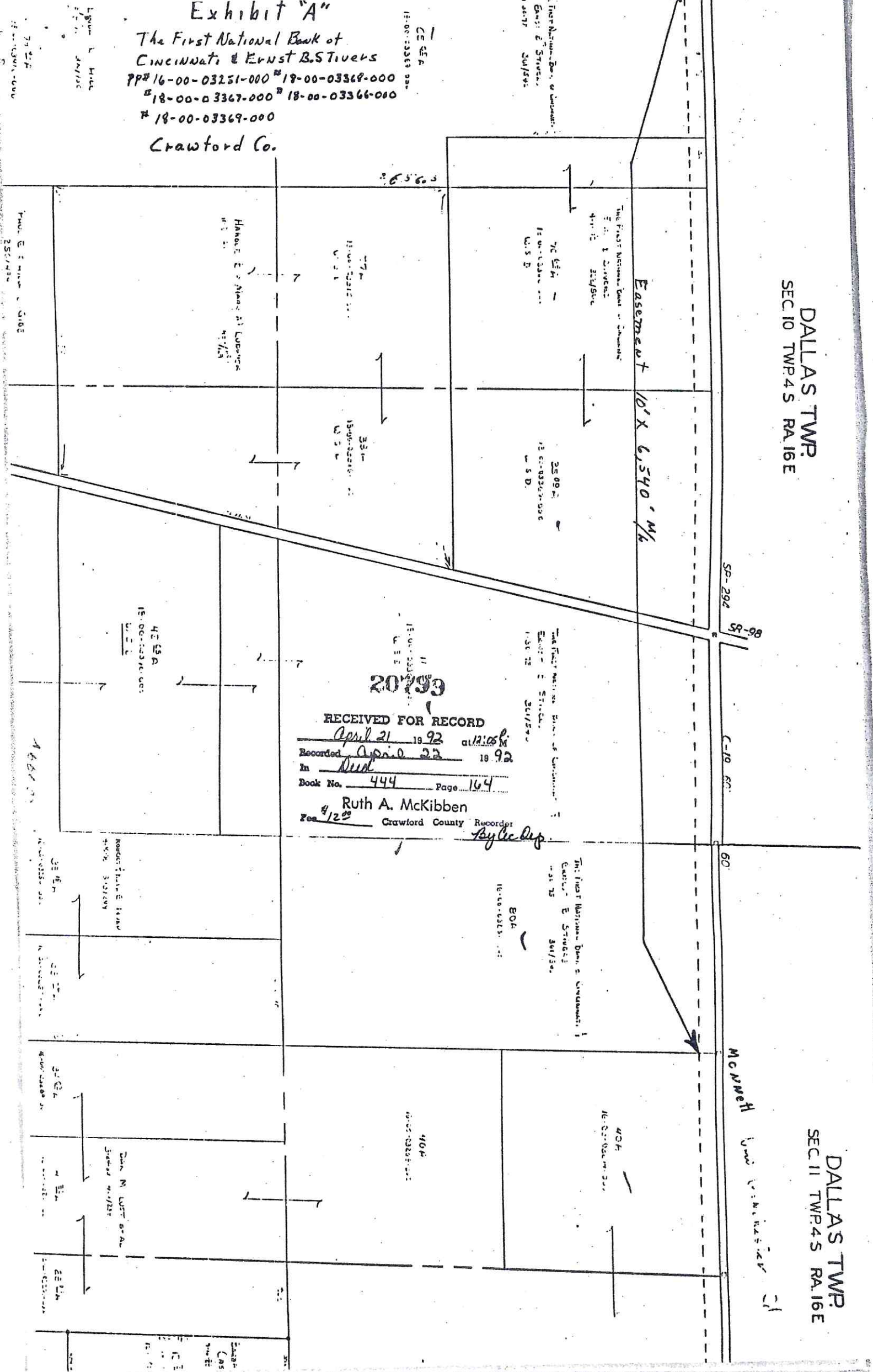
State of

Exhibit "A"

The First National Bank of
Cincinnati & Ernst B. Stivers
PP# 16-00-03251-000 # 18-00-03369-000
18-00-03367-000 # 18-00-03366-000
18-00-03369-000
Crawford Co.

DALLAS TWP.
SEC 10 TWP 4 S RA 16 E

DALLAS TWP.
SEC 11 TWP 4 S RA 16 E



CDC AREA OFFICE NAME

Bucyrus, Ohio

AGREEMENT FOR CONDITIONAL LIMITED TIME GAS SERVICE
TCO REQUEST

CDC LOCATION NUMBER

1751

THIS AGREEMENT, made this 3rd day of Dec, 1992, by and betweenERNST B. STIVERS, Co-Trustees of
Zur J. Stivers Trust

381 SR98 SO.

Marion, Ohio 43382

hereinafter called "Applicant", party of the first part,

DISTRIBUTION COMPANY

Columbia Gas of OHIO

, Inc.

ADDRESS

200 Civic Center Drive, Columbus, Ohio 43215,

hereinafter called "Distribution Company", party of the second part and

TRANSMISSION COMPANY

Columbia Gas Transmission Corporation

ADDRESS:

1700 MacCorkle Ave. S.E., Charleston, West Virginia 25314,

hereinafter called

"Transmission Company", party of the third part; WHEREAS, Applicant has heretofore filed an application for gas service with

Distribution Company, said gas to be used by one (1) customer on premises owned by Applicant situate in

RANGE 16

QUARTER
NESECTION/TRACT
10TOWNSHIP/DISTRICT/MUNICIPALITY
Dallas- Twp 04

acquired by a deed dated

DATE
1 | 31 | 75

of record in

Crawford

STATE

Ohio

TYPE

deed

RECORD BOOK

VOLUME

517

PAGE

221

for ☒ residential ☐ commercial or☐ industrial purposes; and WHEREAS, a service line is required on a pipeline facility owned by Transmission Company for ☐ newservice or ☒ continuation of service of natural gas to be supplied to Applicant from Transmission CompanyLINE NO.
D-328

which is

a production, storage or transmission pipeline; and external physical protection of Transmission Company and Distribution Company

equipment ☐ is ☒ is not required at time of installation; and unless Applicant already owns the land at the location of the service

line and all other facilities to be installed by Transmission Company and Distribution Company hereunder, Applicant has acquired

an easement therefor from the landowner by a deed dated

DATE

of record in

COUNTY

STATE

TYPE

VOLUME

PAGE

RECORD BOOK

so that Applicant will be entitled to grant to Transmission Company

and Distribution Company the easement described in Section 8 below.

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

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

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

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

(A) When the production, storage or transmission pipeline of Transmission Company serving Applicant is no longer deemed necessary by Transmission Company.

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

(C) When the volume or pressure on such Transmission Company pipeline is reduced to a level which Transmission Company deems unsatisfactory to maintain service to Applicant, or to fulfill the other purposes of such pipeline.

(D) Whenever Transmission Company elects to relocate, reclaim or abandon its pipeline.

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

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

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

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

Time elapsed from initial service hereunder to termination

Where gas is not readily available from another supplier

5 years or less

Alternate fuel costs (up to 200 million B.T.U. per year) for 3.0 years

5 to 15 years

Alternate fuel costs (up to 200 million B.T.U. per year) for 2.0 years

More than 15 years

Alternate fuel costs (up to 200 million B.T.U.) for 1.0 year

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8. In consideration of the premises, Applicant hereby grants to Distribution Company and Transmission Company an easement for a site, acceptable to them, for the location of a Company service line, a cleaner, heater, regulators, meter and building, as may be required, at a point not to exceed twenty (20) feet from the pipeline of Transmission Company; and at Applicant's own cost, and expense, Applicant shall furnish, lay, connect and maintain the house lines used for the safe and practical transporting and controlling of gas to be served, and install meter protection from external forces, when required; and Transmission Company agrees to furnish, install and maintain the necessary Company service line from its pipeline, which will include any necessary gas cleaning equipment. All installations performed by persons other than Distribution Company or Transmission Company are subject to Distribution Company approval in accordance with the then effective Form C 2235, Standards for Gas Piping on Customer's Premises, and in accordance with the National Fuel Gas Code Z 223.1 or any other applicable National Standards for pipeline installations.

9. Distribution Company shall furnish, at its own cost and expense, the meters, fittings and a service regulator for furnishing the gas to be supplied hereunder, as follows:

- (A) If the Transmission Company pipeline from which Applicant is to be served is operated at a pressure not exceeding 60 psig, Distribution Company will furnish the necessary service regulator at no cost to Applicant.
- (B) If the Transmission Company pipeline from which Applicant is to be served is operated at a pressure in excess of 60 psig but not in excess of 200 psig, which will necessitate one high pressure service regulator in addition to the service regulator to be furnished by Distribution Company, Applicant will be required to make a payment to cover the cost, installed, of the high pressure service regulator.
- (C) If the Transmission Company pipeline from which Applicant is to be served is operated at a pressure in excess of 200 psig which will necessitate two high pressure service regulators in addition to the service regulator to be furnished by Distribution Company, Applicant will be required to make a payment to cover the cost, installed, of the high pressure service regulators.
- (D) Subsequent to this Agreement, Distribution Company agrees (i) to replace as necessary all service regulators installed under this section 9 and (ii) install any additional service regulators needed at this location, at Distribution Company's cost and expense. If this Agreement supersedes a pre-existing service Agreement, Distribution Company shall bear the cost and expense of replacing pre-existing service regulators.

Applicant agrees that any payments received by Distribution Company for the installation of high pressure service regulators will not be refunded after the service regulators have been installed. Distribution Company will own and be responsible for operation and maintenance of all service regulators.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, said parties have hereunto set their hands this 3rd day of Dec, 1992.
Signed and acknowledged
in the presence of:

WITNESS:

Linda Hampton
Linda Hampton
Binah K. Myers
Catherine M. Duke
Catherine M. Duke
Janis M. Adams
Beverly Jordan
Beverly Jordan
Leisa K. Jackson
Leisa K. Jackson

APPLICANT AND SPOUSE (IF ANY):

Ernest B. Strivers Co-Trustee
Ernest B. Strivers Co-Trustee for Zua J. Strivers' trust.
Strivers' trust.

COLUMBIA GAS OF OHIO, INC.

By: S. G. Day
DISTRICT SERVICE MANAGER XX

COLUMBIA GAS TRANSMISSION CORPORATION

By: Thomas K. Morris
MANAGER OF LAND INFORMATION
Thomas K. Morris

STATE OF OHIO)
COUNTY OF Brown) TO WIT:

The foregoing instrument was acknowledged before me this 3rd day of December, 1992, by Ernest B. Strivers, applicant.

Co-Trustee for Zua J. Strivers Trust
Melinda S. Lightner

NOTARY PUBLIC
MELINDA S. LIGHTNER

My Commission Expires May 20, 1993

STATE OF OHIO)
COUNTY OF RICHLAND) SS:

The foregoing instrument was acknowledged before me this 13th day of January, 1993, by S. G. Day, District Operations Manager, District Service Manager of COLUMBIA GAS OF OHIO, INC., a corporation, on behalf of the corporation.

Patricia Shook
PATRICIA SHOOK

My Commission Expires May 10, 1995

STATE OF WEST VIRGINIA)
COUNTY OF KANAWHA) SS:

The foregoing instrument was acknowledged before me this 1st day of March, 1993, by Thomas K. Morris, Manager of Land Information of COLUMBIA GAS TRANSMISSION CORPORATION, a Delaware corporation, on behalf of the corporation.

Beverly Jordan
NOTARY PUBLIC

My Commission Expires

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Ohio Revised Code
FEE \$
EXEMPT —
DONALD H. LEE, County Auditor

OFFICIAL SEAL
NOTARY PUBLIC, STATE OF WEST VIRGINIA
BEVERLY JORDAN
P. O. BOX 1273
CHARLESTON, WEST VIRGINIA 25325
MY COMMISSION EXPIRES 05-16-2000

This instrument prepared by Columbia Gas of Ohio, Inc. by Mary A. Brown
231 S. Poplar St.
Bucyrus, Oh 44820

02469

RECEIVED FOR RECORD

At March 16 19 93
 At 8:41 O'clock A.M.
 Recorded March 17 19 93
 IN Deed BOOK
 No. 448 Page 82

Ruth A. McKibben

Crawford County Recorder

FEE \$ 14.00Jy 18
dep.Filed By Columbia Gas

FORM CS 2-54-34 CPS (3-91)	
AGREEMENT AND EASEMENT	
TCC REQUEST NO. (FORM CS 2-53)	
CDC PSID NUMBER	300278321
NAME:	FROM
MAILING ADDRESS:	Ernest B. Strivers for Guy Strivers Trust
381 SR 98 So.	
Marion, OH 43302	
TO	
COLUMBIA GAS OF OHIO, INC.	
AND COLUMBIA GAS TRANSMISSION CORP.	
DATE:	Dec. 3, 1992
MUNICIPALITY/ TOWNSHIP:	LOCATION
Dallas	
COUNTY:	D Crawford
STATE OF OHIO	
DATE:	RECORDED
VOLUME:	PAGE:
19	
TYPE:	RECORD BOOK
RECORDED BY: (NAME)	
COUNTY:	
STATE OF OHIO	
Return To	
Columbia Gas Transmission Corporation	
Manager of Land Information	
1700 MacCorkle Avenue S. E.	
Charleston, West Virginia 25314	