

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

November 4, 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, Ohio Trustee, now by merger as
U.S. Bank, N.A as Trustee

Property: South East Quarter Section 18 (80 acres and 50 acres):
East Half of the South East Quarter of Section 18 (128.31 acres)
Part of South East Quarter of Section 18 (.50acre), Township of Tully,
County of Marion, State of Ohio.

North East part of Section 15, Twp. 4, South of Range 16 (89 acres)
Part of Section 15, Twp. 4, South of Range 16 (16 acres)
Range 16, Twp. 4, Section 15 South Pt. E Qtr. (12 acres)
Township of Scott, County of Marion, 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 Marion County, Ohio, which presently
stands of record in the name of The First National Bank of Cincinnati, Ohio Trustee, now by
merger as U.S. Bank, N.A as Trustee :

Situated in the Township of Tully, County of Marion and State of Ohio, to-wit:
The East half of the South East Quarter of Section Eighteen (18) Township four (4) Range
seventeen (17) East, CONTAINING Eighty (80) acres more or less;

Also, Fifty (50) acres off of the South end of the West half of the Southeast Quarter of said
Section (18);

Excepting from the above-described tracts of land one-half acre thereof described as follows, to-
wit:

Commencing at the South West corner of the East half of the South East Quarter of said Section
eighteen (18) and running thence East along the South line of said Quarter Section eight (8) rods;

Thence North parallel with the East line of said Section five (5) rods;

Thence West parallel with the South line of said Quarter Section sixteen (16) rods;

Thence South parallel with the East line of said Section five (5) rods;

Thence East along the South line of said Quarter Section five (5) rods to the Place of Beginning;

Also excepting the following:

Part of the East half of Southeast Quarter of Section 18, Township 4 South, Range 17 East;

Said surveys were made by David Underwood, Surveyed November 25, December 3 and 24, 1912.

Beginning at a stone corner in the North and South road at the Northwest corner of the Southeast Quarter of Section 18, Township 4 South, Range 17;

Thence North 87 degrees East 77.14 rods to a stake and Place of Beginning;

Thence North 87 degrees East (11.28) rods to a stone on the half section line;

Thence South Five and One Half degrees East (21.23) rods to a stone corner near the West bank of Whetstone River;

Thence South 88.50 degrees West 14.28 rods to a stake;

Thence North 2 degrees East 21 rods to a stake on the half section line and Place of Beginning, containing 1.69 acres of land.

Parcel Number: 36-006000.0100 (128.31 acres)

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

Being a part of the South East Quarter of Section eighteen (18) Township (4), South of Range seventeen (17) , commencing at the South West corner of the East half of said Quarter Section and running thence East along the South line of said Quarter Section Eight (8) rods;

Thence North parallel with the East line of said Section five (5) rods;

Thence West parallel with the South line of said Quarter Section sixteen (16) rods;

Thence South and parallel with the East line of said Section five (5) rods;

Thence East along the South line of said Quarter Section eight (8) rods to the Place of Beginning. Containing One-half acre.

Parcel Number: 36-006000.0100 (128.31 acres)

ALSO the following described real estate, Situated in the Township of Scott, County of Marion and State of Ohio, to-wit :

The North Est part of Section fifteen (15), Township four (4), South of Range sixteen (16), East, commencing at the intersection of the North line of said Section with the centerline of the Columbus and Sandusky Turnpike Road;

Thence South, 11.50 degrees West, along the center of said road, 81.66 rods to the South line of lands apated to Agnes Johnston in the suit of H. D. E. Johnston vs. Martha Johnston et al, in the Court of Common Pleas of Crawford County, Ohio;

Thence North 88.50 degrees East; 85.82 rods to the West line of the East half, North East Quarter said Section;

Thence South, 2 degrees 40 minutes East along said West line, 81.50 rods to the South line of said Quarter;

Thence North, 88 degrees East, 79.60 rods to the East Quarter post of said Section;

Thence North, 2.5 degrees West 160.50 rods to the North East corner of said section;

Thence South 88 degrees West, 142.26 rods to the Place of Beginning.

CONTAINING 117.045 acres of land be the same more or less but subject to all legal highways; Excepting and reserving therefrom, Twenty-eight acres of land off the South end of the East half, North East Quarter of said section, and excepting and reserving a right of way to said Twenty-eight acres, Twenty feet in width, from the Columbus and Sandusky Turnpike along the South and West of said lands.

Parcel Number 34-003000.0100 (89 acres)

ALSO the following described real estate situated in the Township, County and State aforesaid, and known as that part of Section Fifteen (15), Township Four (4), South of Range Sixteen (16) East which lies East of the center line of the Columbus and Sandusky Turnpike Road running through said Section Fifteen (15).

Parcel Number 34-003000.0101 (16 acres)

Being the same real estate transferred to Zua J. Stivers and A.J. Stivers by Certificate of Transfer from Frank A. Stivers, dec., recorded in Deed Book Volume 213, Page 138, Deed Records of Marion County, Ohio.

ALSO the following described real estate;

Situated in the County of Marion, State of Ohio, and Scott Township, and known as being Range 16, Township 4, Section 15 South part Half Northeast 12 acres as described on the Tax duplicate of Marion County, Ohio in the name of Zua Johnston.

Being the same real estate transferred in Deed Book 110, Page 6, Deed Records, Marion County, Ohio.

Parcel Number 34-003000.0200 (12 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, Ohio Trustee, now by merger, U.S. Bank, N.A. Trustee has and owns 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 34-003000.0100 (89 acres): \$1025.04 per half; year paid in full. Special Assessment for George #937 /Gibb Ditch Asses.: \$48.80 first half only. Paid. Special Assessment: Scioto River: \$44.50 per half; paid. CAUV exemption applies.

-Parcel Number 34-003000.0101 (16 acres): \$37.08 per half; year paid in full. Special Assessment: \$7.02 first half only; paid. Special Assessment: Scioto River; \$8.00 per half; paid. CAUV exemption applies.

-Parcel Number 34-003000.0200 (12 acres): \$70.09 per half; year paid in full. Special Assessment: \$5.26 first half only; paid. Special Assessment; Scioto River: \$6.00 per half; paid. CAUV Exemption applies.

-Parcel Number 36-006000.0100 (128.31 acres): \$323.77 per half; year paid in full. No Special Assessments. CAUV exemption applies.

The first half of the 2020 taxes and assessments are not due or payable.

***NOTE- All four parcels require a new Pin Survey before next transfer.

2. Certificate of Trust recorded stating the death of Ernest B. Stivers and The First National Bank of Cincinnati, Ohio being the only Trustee of the Trust. Then it is stating that The First National Bank of Cincinnati, Ohio is now operating under the U.S. Bank, N.A. dated February 20, 2007; filed for record April 19, 2007 at 4:15:35 p.m. and recorded in Official Records Volume 992, Page 940, Marion County Recorder's Office, is for only one parcel. There will need to be a Memorandum of Trust prepared and recorded to include all parcels.

3. Right-of-Way easement from US Bank, N.A. Trustee to Del-Co Water Company, dated February 20, 2007; filed for record April 19, 2007 at 4:17:28 p.m. and recorded in Official Records Volume 992, Page 943, Marion County Recorder's Office. (128.31 acres)

4. Easement for Highway Purposes from The First National Bank of Cincinnati and Ernest B. Stivers, Co-Trustees to The County of Marion dated November 8, 1994; filed for record November 15, 1994 at 9:49 a.m. and recorded in Official Records Volume 264, Page 253, Marion County Recorder's Office. (0.387 acres)

5. Temporary Right-of-Way Agreement from Ernest B. Stivers and The First National Bank of Cincinnati, Ohio, Co-Trustees to The County of Marion, dated November 8, 1994; filed

for record November 15, 1994 at 9:48 a.m. and recorded in Official Records Volume 264, Page 249, Marion County Recorder's Office. (0.046 acres)

6. Temporary Right-of-Way Agreement from Ernest B. Stivers and The First National Bank of Cincinnati, Ohio Co-Trustees, to The County of Marion, dated November 8, 1994; filed for record November 15, 1994 at 9:47 a.m. and recorded in Official Records Volume 264, Page 245, Marion County Recorder's Office. (0.060 acres).

7. Easement for Highway Purposes from Frank A. Stivers to County of Marion dated November 20, 1939; filed for record November 20, 1939 at 4:15 p.m. and recorded in Deed Volume 213, Page 12, Marion County Recorder's Office.

8. 55' Easement to The Illinois Pipeline Company dated October 3, 1922; filed for record March 3, 1923 at 9:46 a.m. and recorded in Lease Records Volume 10, Page 5, Marion County Recorder's Office. See Assignments: Official Records Volume 238, Page 731
Official Records Volume 445, Page 639
Official Records Volume 445, Page 641

IN WITNESS WHEREOF, we have hereunto set our hands to this Certificate, at Bucyrus, Ohio this 4th day of November, 2020 at 8:00 a.m.

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



Tami S. Tima

Certificate for Transfer of Real Estate

Revised Code, Sec. 2113.61

Probate Court,.....Brown.....County, Ohio

In the Matter of
THE ESTATE OF

No. 35115

ZUA J. STIVERS

Deceased

Certificate for Transfer of Real Estate

To the Recorder of Marion County, Greeting:

I hereby certify that the records of this Court show that.....

Zua J. Stivers

, a resident of

Ripley

in said County, died.....

testate

on the

(testate or intestate)

14th day of August, 1971, (1) that her Last Will and Testament was filed in the Court of Common Pleas, Probate Division, of Brown County, Ohio, on August 23, 1971, admitted to probate on August 30, 1971, and recorded on Roll 15, Frame 1038-1066, of the Record of Wills in said County,

and that on the 2d day of September, 1971, (2) The First National Bank of Cincinnati and Ernst B. Stivers

were appointed by this Court, (3) Co-Executors

of the estate of said decedent; that said estate is being administered under No. 35115 and a memorandum record of said estate can be found in Administration Docket No. 19, Page 174 of the Records of the Probate Court of Brown County, Ohio

That said decedent died seized of the following described parcels of real estate situated in your County:— THE FOLLOWING DESCRIBED REAL ESTATE, situated in the Township of Tully, County of Marion and State of Ohio, to-wit:

To-wit: The east half of the south east quarter of section eighteen (18) township four (4) range seventeen (17) east, CONTAINING eighty (80) acres more or less; ALSO Fifty (50) acres off of the south end of the west half of the south east quarter of said section eighteen (18); Excepting from the above described tracts of land one-half acre thereof described as follows, to-wit: Commencing at the south west corner of the east half of the south east quarter of said section eighteen (18) and running thence east along the south line of said quarter section eight (8) rods; thence north parallel with the east line of said section five (5) rods; thence west parallel with the south line of said quarter section sixteen (16) rods; thence south parallel with the east line of said section five (5) rods; thence east along the south line of said quarter section five (5) rods to the place of beginning; also excepting the following: Part of the East half of Southeast Quarter of Section 18, Township 4 South, Range 17 East; said surveys were made by David Underwood, Surveyed November 25, December 3 and 24, 1912.

Beginning at a stone corner in the north and south road at the northwest corner of the southeast quarter of Section 18, Township 4 South, Range 17; thence North 87° East 77.14 rods to a stake and place of beginning; thence North 87° East (11.28) rods to a stone on the half section line; thence south Five and one half degrees east (21.23) rods to a stone corner near the west bank of Whetstone River; thence south 88½ degrees west 14.28 rods to a stake; thence north 2° east 21 rods to a stake on the half section line and place of beginning, containing 1.69 acres of land.

36-006000.0100 128.31 acres
ALSO the following described real estate, situated in the Township, County and State aforesaid:

Being a part of the south east quarter of section eighteen (18) township (4)

1. If testate, "that.....last will and testament was filed in the Probate Court of Lorain County, Ohio, on....., 19....., admitted to probate on....., 19....., and recorded on Film....., No..... of the Record of Wills in said County."
2. In case of no administration, insert "an order was made by the Court relieving said estate from administration and directing delivery of personal property and transfer of real estate to the persons entitled thereto, and....." and cross out lines relative to record, or if under last paragraph of Sec. 2113.61 write in pertinent facts.
3. "Administrator," "Executor" or "Commissioner to execute instruments of conveyance."

south of range seventeen (17), commencing at the south west corner of the east half of said quarter section and running thence east along the south line of said quarter section eight (8) rods; thence north parallel with the east line of said section five (5) rods; thence west parallel with the south line of said quarter section sixteen (16) rods; thence south and parallel with the east line of said section five (5) rods; thence east along the south line of said quarter section eight (8) rods to the place of beginning, CONTAINING One-half acre.

- ~~Case w/ 128.31 acres~~ 36.006000.0100

ALSO the following described real estate, situated in the Township of Scott, County of Marion and State of Ohio, to-wit: The north east part of section fifteen, township four, south of range sixteen, east, commencing at the intersection of the north line of said section with the center line of the Columbus and Sandusky turnpike road; thence south, $11\frac{1}{2}$ deg west, along the center of said road, 81.66 rods to the south line of lands aperted to Agnes Johnston in the suit of H. D. E. Johnston vs. Martha Johnston et al, in the Court of Common Pleas of Crawford County, Ohio; thence north, $88\frac{1}{2}$ deg east; 85.82 rods to the west line of the east half, north east quarter said section; thence south, 2 deg 40' east along said west line, 81.50 rods to the south line of said quarter; thence north, 88 deg east, 79.60 rods to the east quarter post of said section; thence north, $2\frac{1}{2}$ deg west 160.50 rods to the north east corner of said section; thence south, 88 deg west, 142.26 rods to the place of beginning, CONTAINING 117.045 acres of land be the same more or less but subject to all legal highways; excepting and reserving therefrom, twenty-eight acres of land off the south end of the east half, north east quarter of said section, and excepting and reserving a right of way to said twenty eight acres, twenty feet in width, from the Columbus and Sandusky Turnpike along the south and west of said lands. PN # 34.003000.0100 89A

ALSO the following described real estate situated in the Township, County and State aforesaid, and known as that part of section fifteen, township four, south of range sixteen east which lies east of the center line of the Columbus and Sandusky Turnpike road running through said section fifteen.

10A PN# 34.003000.0101

Being the same real estate transferred to Zua J. Stivers and A. J. Stivers by Certificate of Transfer from Frank A. Stivers, dec., recorded in Deed Book Vol. 213, page 138, Deed Records of Marion County, Ohio

ALSO the following described real estate: Situated in the County of Marion, State of Ohio, and Scott Township, and known as being Range 16, Township 4, S. 15 South part E $\frac{1}{2}$ NE 12 acres as described on the tax duplicate of Marion County, Ohio in the name of Zua Johnston.

Being the same real estate transferred in Deed Book 110, Page 6, Deed Records, Marion County, Ohio.

PN# 34.003000.0200 - 12A

APPROVED FOR TRANSFER
JACK TOZZER
MARION COUNTY ENGINEER
BY H. 22 DATE 1-3-75

MARION County Recording Page



MARION COUNTY RECORDER
Mary Jo Osmun
222 West Center Street
Marion, Oh 43302
(740) 223-4100

File Number : **2007-00003395**

Book : **992** Page : **943**



Doc ID - 001802500002

On (Recorded Date) : **4/19/2007**
At (Recorded Time) : **4:17:26 PM**

Recording Pages : **2**

Recording Fee : **\$28.00**

(Fee Excludes Cover Page)

Please keep this Cover Page with the Original Document
Use this Book and Page number for all future references

Index Type : OFFICIAL RECORDS

Instrument Type : Easement Or Right-Of-Way

First INDEXED NAME

TRUST OF ZUA J STIVERS

First OTHER NAME

DEL-CO WATER CO INC

Received From :
DEL-CO WATER COMPANY INC
6658 OLENTANGY RIVER ROAD
DELAWARE, OH 43015

Return To :
DEL-CO WATER COMPANY INC
6658 OLENTANGY RIVER ROAD
DELAWARE, OH 43015

The attached document including this Cover Page was recorded in the County Recorder's office of
MARION County, Ohio

The Trust of Zura J. Stivers

KNOW ALL MEN BY THESE PRESENTS, that US Bank N.A. Trustee

hereinafter called grantor, in consideration of One Dollar (\$1.00) and other good and valuable considerations paid by DEL-CO WATER COMPANY, INC., hereinafter called the grantee, the receipt and sufficiency of which is hereby acknowledged, does grant, bargain, sell, and convey to said grantee, its successors and assigns, an easement, a portion of which is temporary and a portion of which is perpetual with the right to erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove waterlines, valves, fittings, meters, and accessories over and across the following lands owned by the grantors in the State of Ohio, County of Marion, and Township of Tully and more particularly described as follows, to wit:

PARCEL #	LEGAL DESCRIPTION	SEC	MAP	ACREAGE
36-006000.0100	PT SE	18	6-13-16	128.3100

Prior Deed Reference Deed Book 517 Page 221

which property is located on the west side of Timpson Rd. and the North side of Marseilles Galion Rd. mailing address of which the property is Timpson Rd., Caledonia, OH 43314 together with the right of ingress and egress over the grantors' adjacent lands, the purpose of which the above mentioned rights are granted.

The temporary easement which is for construction purposes is to terminate upon the completion of construction and is limited to 25 feet in width, being 12 1/2 feet on each side of and parallel with the proposed centerline of the water line. The permanent easement hereby granted is limited to 12 feet in width, being 6 feet on each side of and parallel with the centerline of the water line as finally laid and constructed across the lands of the within grantors, said lines to be constructed as near as possible to the right-of-way of Timpson Rd. & Marseilles Galion Rd. or within existing utility easements.

The grantee shall pay any damages which may arise to crops, as well as to repair any damages to fences, drainage or field tile, driveways, or other structures from the laying, maintaining, operating, repairing, replacing and final removal of said water line and shall grade, seed, and mulch any ground area disturbed by grantee. Said damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by grantors, one to be appointed by the grantee, and the third appointed by the two appointed as aforesaid, and their word shall be final and conclusive.

This agreement, together with other provisions of this grant, shall constitute a covenant, running with the land for the benefit of the grantee, its heirs, successors, and assigns. The grantors covenant that they are the owners of the above-described lands, and said lands are free and clear of all encumbrances, except mortgages, leases, easements, and restrictions of record.

IN WITNESS WHEREOF, the said US Bank N.A. and _____ who hereby release their respective right and expectancy of dower in said premises, have hereunto set their hands this 20 day of February, 2007.

Signed and acknowledged in the presence of:

US Bank N.A. TrusteeTransfer Not Necessary
PER 319.202 R.C.BY: [Signature] TitleJane D. Perrin
Printed NameAPR 19 2007
[Signature]
JOAN M. KASOTIS
AUDITOR, Marion County, OhioSTATE OF Ohio
Hamilton COUNTY

On this 20 day of February, 2007, before me, a Notary Public in and for said county, personally came Jane D. Perrin, Trust Officer, the grantors in the foregoing easement, who acknowledge that the signing thereof to be their voluntary act and deed.

Witness my official signature and seal on the day last aforesaid.

Prepared by:
Del-Co Water Co., Inc.
Morrow County Office
4940 St. Rt. 229
Marengo, OH 43334DARRELL STEVEN W.
Notary Public, State of Ohio
My Commission Expires 11/2/08

Notary Public

9410200

EASEMENT FOR HIGHWAY PURPOSES

PARCEL NO. 1

STATES of OHIO, COUNTY of MARION:
Received and Recorded on: NOV 16 1934
at 9:44 o'clock A.M. in
OFFICIAL RECORD Vol. 264 Page 253
James McLaughlin Recorder Fee 40

INDEXED

9410200

KNOW ALL MEN BY THESE PRESENTS:

THAT The First National Bank of Cincinnati and Ernst B. Stivers
(Co-Trustees)

P.O. Box 154, Rindley, Ohio 45167, the Grantor's
for and in consideration of the sum of Six Hundred Twenty
dollars (\$620.00) and for other good and valuable
considerations to them paid by the County of Marion, the
Grantee, the receipt whereof is hereby acknowledged, do hereby
grant, bargain, sell and convey to the said Grantee, its
successors and assigns forever, a perpetual easement and right-
of-way for public highway and road purposes, clear of all
obstructions which interfere with the improvement and/or
maintenance of the highway, in, upon and over the lands
hereinafter described, situated in Tully Township,
Marion County, Ohio, Section 18 Township 4 South
Range 17 East and being more particularly described as follows:

(See attached 0.387 acre description)

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

And the said Grantor's, for themselves and their heirs,
and assigns, hereby covenant with said Grantee, its successors
and assigns that they are the true and lawful owner's of said
premises, and they are lawfully seized of the same in fee
simple, and have good right and full power, to grant, bargain,
sell, and convey the same in manner aforesaid, and that the same
are free and clear from all liens and encumbrances whatsoever,
except
and that they will warrant and defend the same against all
claims of all persons whomsoever.

HIGHWAY EASEMENT
PARCEL 1
MORRAL-KIRKPATRICK ROAD
C.R. 67-R OVER OLENTANGY RIVER

Situated in Marion County, Ohio, Tully Township, S.E. 1/4 Section 18, T-4-S, R-17-E, and being a parcel of land lying on the left side of the centerline of a survey made by Korda/Nemeth Engineering, Inc. as shown by plans filed in the Office of the Marion County Engineer and being located within the following described points in the boundary thereof:

Commencing, for reference, at a mine spike found at the intersection of C.R. 67 (Morrall-Kirkpatrick Road) and T.R. 198 (Timpson Road), said spike also being at the southeast corner of Section 18, at the Grantor's southeast corner and at Station 25 + 69.32 on the centerline of survey of relocated C.R. 67-R; thence along the southerly line of Section 18, the Grantor's southerly line and the centerline of relocated C.R. 67-R S 88°00'00" W a distance of 960.84 feet to a point at Station 16 + 08.48 on said centerline of relocated C.R. 67-R, said point being the intersection of said centerline of relocated C.R. 67-R with the existing southerly right-of-way line of C.R. 67-R and being the TRUE place of beginning for the parcel herein conveyed; thence continuing along said Grantor's southerly line and the centerline of relocated County Road 67-R S 88°00'00" W a distance of 1227.53 feet to a point on the existing southerly right-of-way line, said point being at Station 3 + 80.95 on said relocated centerline; thence along the existing southerly right-of-way line of C.R. 67-R N 83°29'44" E a distance of 349.62 feet to a point 27.46 feet left of Station 7 + 29.50 on said centerline of relocated C.R. 67-R; thence continuing along said existing right-of-way line N 89°47'21" E a distance of 879.42 feet to the TRUE place of beginning, and containing 0.387 acres, more or less, of which the present road occupies 0.000 acres, more or less.

Grantor claims title by instrument of record in Deed Book 517, Page 221, Marion County Recorder's Office.

Transfer Not Necessary
PER 319.222 R.C.

NOV 15 1994

Michelle A. Pearson
MICHELE A. PEARSON
AUDITOR, Marion County, Ohio

94010e1.doc

This description is based on a survey made by Korda/Nemeth Engineering, Inc. under the direction and supervision of Michael D. Weeks, Registered Surveyor No. 7357.

Said stations being station numbers as shown by plans on file in the Marion County Engineer's Office, Marion, Ohio.

WITNESS their _____ hand(s) this 4th day of November, 19 94.

Signed, acknowledged and delivered in the presence of:

Robert J. Jutz
(Witness)

Ernst B. Stivers
Ernst B. Stivers

Dorothy Bradford
(Witness)

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OHIO, Brown COUNTY, SS:

The foregoing instrument was acknowledge before me this

4th day of November, 19 94, by

Ernst B. Stivers (Trustee)



MELINDA S. LIGHTNER
Notary Public, State of Ohio
My Commission Expires May 27, 1998

Melinda S. Lightner
Notary Public

WITNESS their _____ hand(s) this 8th day of November, 19 94.

Signed, acknowledged and delivered in the presence of:

James Jones
(Witness)

The First National Bank of Cincinnati (Trustee)

James Jones
(Witness)

by: Janet M. McQuinn
(Trustee)

CORPORATE ACKNOWLEDGEMENT

STATE OF OHIO, Hamilton COUNTY, SS:

The foregoing instrument was acknowledged before me

this 8th day of November, 19 94, by Joyce

L. Smith
the Trust Real Estate Manager of The First National Bank

of Cincinnati (Trustee) a corporation duly existing under the laws of the State of OHIO on behalf of the corporation.

LINDA A. SMITH
Notary Public, State of Ohio
My Commission Expires Feb. 25, 1997

Linda A. Smith
Notary Public

This instrument prepared by: Marion County Engineer's Department

9410199

TEMPORARY RIGHT-OF-WAY AGREEMENT

PARCEL NO. 1-T

ARTICLES OF AGREEMENT

These articles of agreement, entered into this 8th day of November, nineteen hundred and ninety four by Ernst B. Stivers and The First National Bank of Cincinnati (Co-Trustees) and the County of Marion, State of Ohio, witnesseth:

That Ernst B. Stivers and The First National Bank of Cincinnati (Co-Trustees) for and in consideration of the sum of one Dollars (\$1.00) to them paid by the County of Marion, the receipt of which is hereby acknowledged, do hereby authorize the County Engineer of the County of Marion or his duly authorized agents or contractors to enter upon and use their land hereinafter described as Parcel No. 1-T during the period beginning with the breaking of ground for the construction of the above highway improvement, and terminating when the completed work has been fully accepted by the County Engineer, for the purpose of performing the work necessary to do existing roadway removal in accordance with plans and specifications prepared by the Marion County Engineer's Department.

The above said parcel being more particularly described as follows:

(See attached 0.046 acre description)

Transfer Not Necessary
PER 319.202 R.C.

NOV 15 1994

Michelle A. Pearson
MICHELE A. PEARSON
AUDITOR, Marion County, Ohio

INDEXED 9410199

STATE of OHIO, COUNTY of MARION:
Received and Recorded on: NOV 15 1994
at 9:48 o'clock A M. in
OFFICIAL RECORD Vol. 264 Page 249
James M. McMillan Recorder Fee 4P

TEMPORARY RIGHT-OF-WAY AGREEMENT
PARCEL 1-T
MORRAL-KIRKPATRICK ROAD
C.R. 67-R OVER OLENTANGY RIVER

Situated in Marion County, Ohio, Tully Township, S.E. 1/4 Section 18, T-4-S, R-17-E, and being a parcel of land lying on the left side of the centerline of a survey made by Korda/Nemeth Engineering, Inc. as shown by plans filed in the office of the Marion County Engineer and being located within the following described points in the boundary thereof:

Commencing, for reference, at a mine spike found at the intersection of C.R. 67 (Morrall-Kirkpatrick Road) and T.R. 198 (Timpson Road), said spike also being at the southeast corner of Section 18, at the Grantor's southeast corner and at Station 25 + 69.32 on the centerline of survey for relocated C.R. 67-R; thence along the southerly line of Section 18, the Grantor's southerly line and the centerline of relocated C.R. 67-R S 88°00'00" W a distance of 2,269.32 feet to a point at Station 3 + 00.00 on said centerline of survey for relocated C.R. 67-R; thence N 2°00'00" W a distance of 53.81 feet to a point on the existing northerly right-of-way line of C.R. 67-R, said point being 53.81 feet left of Station 3 + 00.00 on said centerline and being the TRUE place of beginning of the parcel herein conveyed; thence along said existing northerly right-of-way line of C.R. 67-R S 83°29'44" W a distance of 200.62 feet to a point 38.05 feet left of Station 1 + 00.00 on said centerline of relocated C.R. 67-R; thence along the proposed temporary right-of-way line N 02°00'00" W a distance of 10.03 feet to a point 48.08 feet left of Station 1 + 00.00 on said centerline of relocated C.R. 67-R; thence along the proposed temporary right-of-way line N 83°29'44" E a distance of 200.62 feet to a point 63.84 feet left of Station 3 + 00.00 on said centerline of relocated C.R. 67-R; thence along the proposed temporary right-of-way line S 02°00'00" E a distance of 10.03 feet to the TRUE place of beginning and containing 0.046 acres more or less.

Grantor claims title by instrument of Record in Deed Book 517, Page 221, Marion County Recorder's Office.

94010e5.doc

This description is based on a survey made by Korda/Nemeth Engineering, Inc. under the direction and supervision of Michael D. Weeks, Registered Surveyor No. 7357.

Said stations being station numbers as shown by plans on file in the Marion County Engineer's Office, Marion, Ohio.

WITNESS their _____ hand(s) this 4th day of November, 1994.

Signed, acknowledged and delivered in the presence of:

Albino Juty
(Witness)
Harry Bradford
(Witness)

Ernst B. Stivers
Ernst B. Stivers

MELINDA S. LIGHTNER
Notary Public, State of Ohio
My Commission Expires May 27, 1998

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OHIO, Franklin COUNTY, SS:

The foregoing instrument was acknowledged before me this 4th day of November, 1994, by Ernst B. Stivers (Trustee)

MELINDA S. LIGHTNER
Notary Public, State of Ohio
My Commission Expires May 27, 1998

Melinda S. Lightner
Notary Public

WITNESS their _____ hand(s) this 8th day of November, 1994.

Signed, acknowledged and delivered in the presence of:

John
(Witness)

The First National Bank of Cincinnati (Trustee)

220000 Jones by: Star Bank - MA Trustee By: [Signature]
(Witness) (Trustee)

CORPORATE ACKNOWLEDGEMENT

STATE OF OHIO, Hamilton COUNTY, SS:

The foregoing instrument was acknowledged before me this 8th day of November, 1994, by Joyce L. Smith the Real Estate Manager of The First National Bank of Cincinnati (Trustee) a corporation duly existing under the laws of the State of OHIO on behalf of the corporation.

LINDA A. SMITH
Notary Public, State of Ohio
My Commission Expires Feb. 25, 1997.

Linda A. Smith
Notary Public

This instrument prepared by: Marion County Engineer at Department

9410198

TEMPORARY RIGHT-OF-WAY AGREEMENT

PARCEL NO. 1-T1

ARTICLES OF AGREEMENT

These articles of agreement, entered into this 9th day of November, nineteen hundred and ninety four by Ernst B. Stivers and The First National Bank of Cincinnati (Co-Trustees) and the County of Marion, State of Ohio, witnesseth:

That Ernst B. Stivers and The First National Bank of Cincinnati (Co-Trustees) for and in consideration of the sum of one Dollars (\$1.00) to them paid by the County of Marion, the receipt of which is hereby acknowledged, do hereby authorize the County Engineer of the County of Marion or his duly authorized agents or contractors to enter upon and use their land hereinafter described as Parcel No. 1-T1 during the period beginning with the breaking of ground for the construction of the above highway improvement, and terminating when the completed work has been fully accepted by the County Engineer, for the purpose of performing the work necessary to do existing roadway removal in accordance with plans and specifications prepared by the Marion County Engineer's Department.

The above said parcel being more particularly described as follows: (See attached 0.060 acre description)

Transfer Not Necessary
PER 319.262 R.C.

NOV 15 1994

Michelle A. Pearson
MICHELE A. PEARSON
AUDITOR, Marion County, Ohio

INDEXED

Ernst B. Stivers
9410198

STATE OF OHIO, COUNTY OF MARION:
Received and Recorded on: NOV 15 1994

at 9:42 o'clock A.M. in

OFFICIAL RECORD Vol. 264 Page 245

James M. Hahn Recorder Fee 8 4p

FI
ST
TREAS

MA

**TEMPORARY RIGHT-OF-WAY AGREEMENT
PARCEL 1-T1
MORRAL-KIRKPATRICK ROAD
C.R. 67-R OVER OLENTANGY RIVER**

Situated in Marion County, Ohio, Tully Township, S.E. 1/4 Section 18, T-4-S, R-17-E, and being a parcel of land lying on the left side of the centerline of a survey made by Korda/Nemeth Engineering, Inc. as shown by plans filed in the office of the Marion County Engineer and being located within the following described points in the boundary thereof:

Commencing, for reference, at a mine spike found at the intersection of C.R. 67 (Morrall-Kirkpatrick Road) and T.R. 198 (Timpson Road), said spike also being at the southeast corner of Section 18, at the Grantor's southeast corner and at Station 25 + 69.32 on the centerline of survey for relocated C.R. 67-R; thence along the southerly line of Section 18, the Grantor's southerly line and the centerline of relocated C.R. 67-R S 88°00'00" W a distance of 1,369.32 feet to a point at Station 12 + 00.00 on said centerline of C.R. 67-R; thence N 2°00'00" W a distance of 72.79 feet to a point on the existing northerly right-of-way line of C.R. 67-R, said point being 72.79 feet left of Station 12 + 00.00 on said centerline and being the TRUE place of beginning of the parcel herein conveyed; thence along said existing northerly right-of-way line of C.R. 67-R S 89°47'21" W a distance of 260.13 feet to a point 80.91 feet left of Station 9 + 40.00 on said centerline of relocated C.R. 67-R; thence along the proposed temporary right-of-way line N 02°00'00" W a distance of 10.00 feet to a point 90.91 feet left of Station 9 + 40.00 on said centerline of relocated C.R. 67-R; thence along the proposed temporary right-of-way line N 89°47'21" E a distance of 260.13 feet to a point 82.79 feet left of Station 12 + 00.00 on said centerline of relocated C.R. 67-R; thence along the proposed temporary right-of-way line S 02°00'00" E a distance of 10.00 feet to the TRUE place of beginning and containing 0.060 acres more or less.

Grantor claims title by instrument of Record in Deed Book 517, Page 221, Marion County Recorder's Office.

This description is based on a survey made by Korda/Nemeth Engineering, Inc. under the direction and supervision of Michael D. Weeks, Registered Surveyor No. 7357.

Said stations being station numbers as shown by plans on file in the Marion County Engineer's Office, Marion, Ohio.

WITNESS their hand(s) this 4th day of November, 1994.

Signed, acknowledged and delivered in the presence of:

Debbie J. Juty
(Witness)

Ernst B. Stivers
Ernst B. Stivers

Larry Bradford
(Witness)

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OHIO, Brown COUNTY, SS:

The foregoing instrument was acknowledge before me this

4th day of November, 1994, by

Ernst B. Stivers (Trustee)



MELINDA S. LIGHTNER
Notary Public, State of Ohio
My Commission Expires May 27, 1998

Melinda S. Lightner
Notary Public

WITNESS their hand(s) this 8th day of November, 1994.

Signed, acknowledged and delivered in the presence of:

[Signature]
(Witness)

The First National Bank of Cincinnati (Trustee)

[Signature] by: Barbara M. McIntire By: [Signature]
(Witness) (Trustee)

CORPORATE ACKNOWLEDGEMENT

STATE OF OHIO, Hamilton COUNTY, SS:

The foregoing instrument was acknowledged before me this 8th day of November, 1994, by Joyce

L. Smith
the Trust Real Estate Manager of The First National Bank

of Cincinnati (Trustee) a corporation duly existing under

the laws of the State of OHIO on behalf of the corporation.

LINDA A. SMITH
Notary Public, State of Ohio
My Commission Expires Feb. 28, 1997

Linda A. Smith
Notary Public

This instrument prepared by: Marion County Engineer's Department

CONFIDENTIAL

40952- - - No Fee

Frank A. Stiver and Z. J. Stiver

To

County of Marion

EASEMENT FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS: That Frank

A. and Z. J. Stiver of the ----- of -----,

County of Marion and State of Ohio, the

Grantors, for in consideration of the sum of One (\$1.00) dollar and for other good and valuable considerations to be paid by the County of Marion, the Grantee, the receipt thereof 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, clear of all obstructions which interfere with the improvement of the highway, in, upon and over the lands hereinafter described as follows:

Situated in Tully Township, Marion County, Ohio and in Sections 18 and 19, Township 4 South, Range 17 East and being a strip of land 30 feet wide lying northerly of and adjacent to the present traveled centerline of the Morral-Kirkpatrick Road No. 67 and extending from the North and South $\frac{1}{2}$ Section Line of said Sections 18 and 19, and the Center Line of the Lyons Road No. 106 easterly across the Whetstone River a distance of 1150 feet to a point in the center line of said Road No. 67 which is 261 feet easterly from the east end of the Whetstone River bridge.

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.

IN WITNESS WHEREOF Frank E. Stiver & Z. J. Stiver by H. J. Brooks has hereunto set their hands the 20 day of Nov. A.D. 1939.

Frank A. Stivers

Z. J. Stivers

By H. J. Brooks

Signed and Sealed in the presence of :

Arden J. Millisor

STATE OF OHIO, MARION COUNTY, ss:

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

IN WITNESS WHEREOF I have hereunto set my hand and official seal at Marion, Ohio, this 20 day of Nov. A.D. 1939.

ARDEN J. MILLISOR

My Commission Expires May 26, 1942.

[SEAL]

Arden J. Millisor

Notary Public, Marion County, Ohio

Received for Record November 20th, A.D. 1939 at 4:15 o'clock P.M.
Recorded November 22nd, A.D. 1939

Paul H. Nelson. Recorder.

LR 10/55

#4744 Fees 75¢

F.A. Stivers

To
 The Illinois Pipe Line Company

Telegraph Cash Sta.----- Sub.-----

R. of W. #379

FOR AND IN CONSIDERATION OF Ten Dollars

to me in hand paid, the receipt of which is

hereby acknowledged, I do hereby for my self and heirs, executors, administrators, successors and assigns, grant and release to THE ILLINOIS PIPE LINE COMPANY, its successors and assigns, the right, privilege and authority to construct, operate, maintain and remove its lines of Telephone and Telegraph, including the necessary poles, wires and fixtures upon, over and across the property which I own, or in which I have any interest, in the 130 Acres more or less in the S. part 4 E. 1/2 Section #18 Tully Township Substantially on the line as now established. County of Marion and State of Ohio, and upon and along the roads, streets or highways adjoining the said property, with the right to permit the attachment of the wires of any other company, and to erect and set the necessary guy and brace poles, anchors and guy wires

Construction Acc't No. 46

Approved

W. E. MacLaughlin
 Supt. Tel.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 3rd day of October, 1922.

Signed, Sealed and Delivered in the presence of:

E. R. Young

F. A. Stivers

H. G. Maddox

STATE OF OHIO

ss
 COUNTY OF BROWN,

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at Ripley, Brown Co., Ohio this 3rd day of Oct. 1922.

(Seal)

E. R. Young, Notary Public.

Audited F. B. Lusher.

My Commission Expires 1st Nov. 1923.

The foregoing instrument was received for record March 3rd 1923 at 9.46 p'clock A.M. and recorded March 12th A.D. 1923:

[Signature]
 Recorder Marion County, Ohio.

For Assignment of this Right of Way see Volume 4, page 264 of Miscellaneous Records.

[Signature]
 Recorder

For assignment of this Right of Way see Vol. 434 Page 361 of the Deed records of Marion County, Ohio.

[Signature] Recorder

Assign
SEE OFFICIAL RECORD
VOL 445 PAGE 397

9400708

ASI 134-101-0329

Marion County, Ohio

**BILL OF SALE
AND ASSIGNMENT OF EASEMENTS**

THIS BILL OF SALE AND ASSIGNMENT OF EASEMENTS, hereinafter referred to as Agreement, is hereby made and entered into as of the 20th day of December, 1993, by and between Ashland Pipe Line Company, an Ohio corporation, having its principal office at 2000 Ashland Drive, Russell, Kentucky 41169, hereinafter referred to as SELLER, and Ashland Oil, Inc., a Kentucky corporation, having its principal office at 1000 Ashland Drive, Russell, Kentucky 41169, hereinafter referred to as PURCHASER.

WITNESSETH:

1) SELLER, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby sell, assign, convey and deliver unto PURCHASER, its heirs, successors and assigns, all SELLER'S right, title, interest, duties and obligations in and to a certain crude oil pipeline system, commonly known as SELLER'S "Lima to Canton 12" and 16" Crude Oil Pipeline", comprised of the following described property located in Marion County, Ohio:

- a) All piping, connections, fittings, pumping equipment, tankage and other appurtenances used and associated with the storage and transportation of crude oil, hereinafter referred to as the Facilities, which are a part of said pipeline within said County.
- b) All easements, rights-of-way, permits, licenses, franchises, leases and other interests in land, hereinafter referred to as the Easements, described in Exhibit A, attached hereto and made a part hereof, and any and all other such easements, rights-of-way, permits, licenses, franchises and leasehold interests in land, excepting fee interests, which are part of said pipeline within said County, which are not described in said Exhibit A.

mailed
USA 9400708
STATE OF OHIO, COUNTY of MARION
Received and Recorded on: JAN 26 1994
at 9:21 o'clock A.M. in
OFFICIAL RECORD Vol. 238 Page 731
James H. Schuch Recorder Fee 1.64

VOL 238 PAGE 731

The Facilities and Easements described in Sections 1.a. and 1.b. above, hereinafter referred to as the Property, are further described in drawing Exhibit B, attached hereto and made a part hereof.

2) The transfer and sale under this Agreement does not include any fee ownership of land, if any, associated with said Property and owned by SELLER.

3) The transfer and sale contemplated by this Agreement, and closing of this transaction, hereinafter referred to as Closing, shall be effective at 7:00 a.m. E.S.T. on December 30, 1993.

4) All crude oil existing in the Facilities at Closing, which is the property of SELLER (but not system shippers), if any, shall become the property of PURCHASER.

5) SELLER has good and marketable title to the Facilities. THE FACILITIES ARE SOLD ON AN AS-IS, WHERE-IS BASIS, AND BY ITS ACCEPTANCE OF THE FACILITIES, PURCHASER EXPRESSLY RELIEVES AND EXONERATES SELLER OF ANY RESPONSIBILITY FOR ITS CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. SELLER'S WARRANTIES AND GUARANTEES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES OF ANY KIND (INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR PURCHASER'S INTENDED USE), WHETHER WRITTEN OR ORAL OR IMPLIED IN FACT OR IN LAW. PURCHASER hereby acknowledges that SELLER makes no warranty, express or implied, with respect to any description of the Facilities contained in any catalog, booklet or sales literature received directly or indirectly from SELLER.

6) SELLER makes no representation or warranty as to the title or condition of the Easements, and said Easements are sold on an as-is, where-is basis.

7) All valid taxes, rentals, and other fees and assessments relating to the Property shall be prorated between SELLER and PURCHASER as of the Closing date.

8) PURCHASER acknowledges by executing this Agreement that it has inspected, or has been given the opportunity by SELLER to inspect, the Facilities and Easements, and the land underlying the Facilities and covered by the Easements.

9) This Agreement embodies the entire agreement between SELLER and PURCHASER relating to the subject matter hereof and supersedes all prior agreements, oral and written, express or implied, between the parties regarding the subject matter of this Agreement. This Agreement cannot be modified, discharged or terminated orally but only by an instrument in writing signed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, PURCHASER and SELLER have executed this Agreement as of the date first written above.

WITNESSES:

Joyce R. Gartin
Joyce R. Gartin
Barbara K. Thompson
Barbara K. Thompson

ASHLAND PIPE LINE COMPANY

Malcolm F. Howard
By: Malcolm F. Howard
Title: President

ATTEST:

Paul S. Meyer
By: Paul S. Meyer
Title: Secretary

ASHLAND OIL, INC.

Deborah B. Conaty
Deborah B. Conaty
Tara L. Chinn
Tara L. Chinn

D. Duane Gilliam
By: D. Duane Gilliam
Title: Attorney-In-Fact

ATTEST:

Paul S. Meyer
By: Paul S. Meyer
Title: Assistant Secretary

Transfer Not Necessary
PER 319.202 R.C.

This instrument prepared by:

Michael F. Jordan
Michael F. Jordan
2000 Ashland Drive
Russell, KY 41169

JAN 25 1994
Michele A. Pearson
MICHELE A. PEARSON
AUDITOR, Marion County, Ohio

Agree87/BOSale07

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EXHIBIT A

Page 1 of 2

Marion County, Ohio

GRANTOR(S)	GRANTEE	ACQUIRED	BOOK	PAGE
✓H-H M. A. Haldridge	✓The Illinois Pipe Line Company	09/25/22	8	592
✓W-W R. O. Winch	✓The Illinois Pipe Line Company	08/26/22	8	593
✓G-E E. G. Guinther	✓The Illinois Pipe Line Company	08/28/22	8	594
✓S-F F. M. Schreck	✓The Illinois Pipe Line Company	08/18/22	8	595
✓S-F F. A. Stivers	✓The Illinois Pipe Line Company	10/03/22	10	55
✓S-F-S-A Francis M. Schreck And Anna V. Schreck	✓The Ohio Oil Company	05/24/07	111	388
✓P-E Fannie J. Poast	✓The Ohio Oil Company	05/27/07	111	389
✓N-G George F. Nees	✓The Ohio Oil Company	05/28/07	111	390
✓W-C Caroline J. Williamson	✓The Ohio Oil Company	05/28/07	111	391
✓W-J J. C. Williamson	✓The Ohio Oil Company	05/28/07	111	392
✓N-J W. J. R. Newman And G. W. Newman	✓The Ohio Oil Company	06/27/07	111	393
✓H-H Henry J. Newman	✓The Ohio Oil Company	06/27/07	111	394
✓S-H Henry Stakey	✓The Ohio Oil Company	05/28/07	111	395
✓F-F Franklin Roesch	✓The Ohio Oil Company	05/28/07	111	396
✓E-E Elmer Guinther, Mervin Guinther	✓The Ohio Oil Company	05/28/07	111	397
✓W-W Louise Guinther, Alpha Guinther	✓The Ohio Oil Company	05/28/07	111	397
✓W-W Walter Guinther, Iva Guinther	✓The Ohio Oil Company	05/28/07	111	397
✓E-E Louise Guinther	✓The Ohio Oil Company	05/28/07	111	398
✓N-J John Neff	✓The Ohio Oil Company	05/28/07	111	399
✓R-J Jacob Kurtz	✓The Ohio Oil Company	05/20/07	111	400
✓J-S Sarah Jones	✓The Ohio Oil Company	05/28/07	111	401
✓J-W William M. Jones	✓The Ohio Oil Company	05/28/07	111	402
✓K-O Orange Kennedy	✓The Ohio Oil Company	05/30/07	111	404
✓F-J J. E. Fink	✓The Ohio Oil Company	05/28/07	111	405
✓A-J Jann L. Monnett	✓The Ohio Oil Company	05/31/07	111	406
✓S-B Bd Of Education Of Tully Twp, Marion Co.	✓The Ohio Oil Company	05/29/07	111	407
✓W-W J. W. Waldemier	✓The Ohio Oil Company	05/29/07	111	408
✓E-A E. A. E. Clutter, D. F. Clutter	✓The Ohio Oil Company	05/30/07	111	409
✓C-S C. S. Clutter, J. W. Clutter, J. O. Clutter	✓The Ohio Oil Company	05/30/07	111	409
✓L-L Louis Clutter	✓The Ohio Oil Company	05/29/07	111	410
✓H-R R. L. Highly	✓The Ohio Oil Company	05/29/07	111	411
✓S-S-A Jacob E. Spiece And Mairinda Spiece	✓The Ohio Oil Company	05/29/07	111	412
✓H-R R. L. Highly	✓The Ohio Oil Company	05/24/07	111	413
✓H-J James M. Monnett	✓The Ohio Oil Company	05/23/07	111	414
✓H-W Willis Ripsher	✓The Ohio Oil Company	05/23/07	111	415
✓H-S H. F. Kennedy & V. K. Sipe	✓The Ohio Oil Company	05/24/07	111	416
✓M-W Margaret P. Linn, C. A. Linn	✓The Ohio Oil Company	05/27/07	111	417
✓L-S Jacob Linn	✓The Ohio Oil Company	05/21/07	111	419
✓S-C Charles Speeca	✓The Ohio Oil Company	05/28/07	111	420
✓B-W W. L. Beers	✓The Ohio Oil Company	05/29/07	111	421
✓H-M Mary Yeagley	✓The Ohio Oil Company	05/28/07	111	422
✓L-P Phillip Linn	✓The Ohio Oil Company	05/25/07	111	423
✓H-T-Amina J. M. Tobias And James C. Tobias	✓The Ohio Oil Company	06/03/07	111	424
✓H-H Henry Hill	✓The Ohio Oil Company	05/30/07	111	425
✓H-G Geo. W. Hill	✓The Ohio Oil Company	05/16/07	111	426
✓F-S Sarah Field	✓The Ohio Oil Company	05/20/07	111	427
✓L-J J. D. Lust	✓The Ohio Oil Company	05/20/07	111	428
✓N-G G. W. Noble	✓The Ohio Oil Company	05/21/07	111	429
✓P-D D. R. Powell	✓The Ohio Oil Company	05/20/07	111	430
✓H-M M. C. Minaman & D. M. Minaman	✓The Ohio Oil Company	05/20/07	111	431
✓H-D Lucretia Walters, G. W. Walters	✓The Ohio Oil Company	05/21/07	111	432

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EXHIBIT A

Page 2 of 2

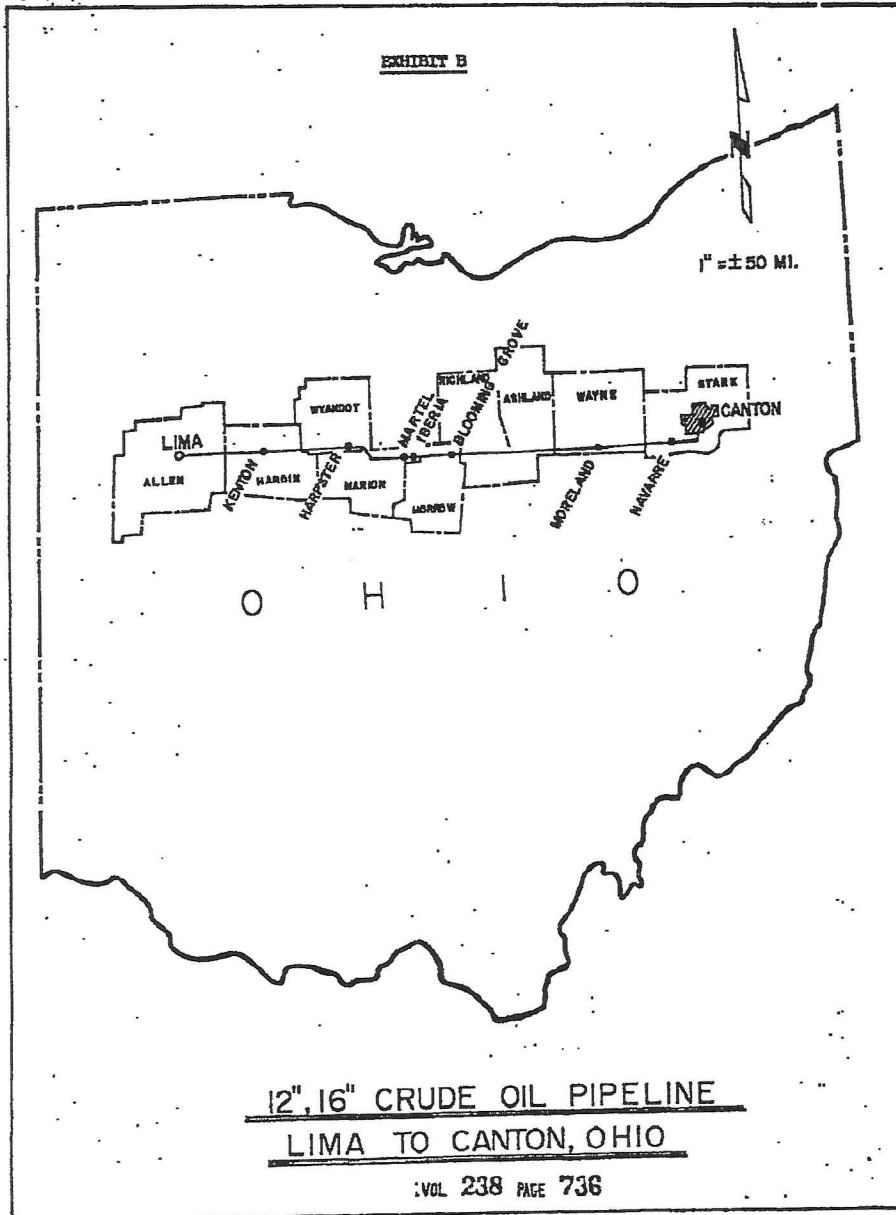
Marion County, Ohio

GRANTOR(S)	GRANTEE	ACQUIRED	BOOK	PAGE
✓ B-G E. Browne	✓ The Ohio Oil Company	05/16/07	111	433
✓ H-S Sarah Harris & J. Harris	✓ The Ohio Oil Company	05/13/07	111	434
✓ H-S J. A. Haff	✓ The Ohio Oil Company	05/13/07	111	435
✓ H-S Ezra Bibler	✓ The Ohio Oil Company	05/13/07	111	436
✓ B-E Hannah Bibler	✓ The Ohio Oil Company	05/14/07	111	437
✓ B-H Anna Bibler	✓ The Ohio Oil Company	05/14/07	111	438
✓ B-H Harry L. Beers	✓ The Illinois Pipe Line Company	07/10/42	223	497
✓ H-W W. T. Hobson And Lela M. Hobson	✓ The Illinois Pipe Line Company	07/15/42	223	498
✓ H-W William A. Ludwick	✓ The Illinois Pipe Line Company	07/11/42	223	499
✓ R-S Stephen G. Robinson	✓ The Illinois Pipe Line Company	07/13/42	223	500
✓ G-G Cecil D. Guinther, Evelyn R. Guinther	✓ Marathon Pipe Line Company	03/31/64	400	323
✓ G-G Cecil D. Guinther, Evelyn R. Guinther	✓ Marathon Pipe Line Company	01/14/67	425	129
✓ L-J-L-V James L. & Verlyn Jean Lewis	✓ Ashland Pipe Line Company	03/07/72	479	1
✓ L-C C. C. C. Lapp	✓ Ashland Pipe Line Company	03/07/72	479	4
✓ P-P Pfeiffer Furno, Inc.	✓ Ashland Pipe Line Company	05/07/76	532	364
✓ A-E-B Carl & Barbara Beers	✓ Ashland Pipe Line Company	05/07/76	532	368
✓ L-J James Lewis	✓ Ashland Pipe Line Company	10/14/78	547	339

Most of the above listed agreements dated prior to 02/20/69 were assigned from Ashland Pipe Line Company to Limeac Corporation by assignment dated 02/20/69 and recorded in Book 446, at Page 144, in the office of the Recorder of Marion County, State of Ohio. Limeac Corporation merged into Ashland Pipe Line Company 05/17/93.

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EXHIBIT B



ACKNOWLEDGMENT

STATE OF KENTUCKY)
COUNTY OF GREENUP) SS:

Before me, a Notary Public, in and for said County, personally appeared Malcolm F. Howard and Paul S. Meyer known to me to be the persons who, as Secretary and President, respectively, of Ashland Pipe Line Company, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; that they were duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Russell, Kentucky, this 20th day of December, 19 93.

My commission expires July 11, 1997.

TERRY L. FLESHER
My commission expires July 11, 1997

Notary Public (SEAL)

STATE OF KENTUCKY)
COUNTY OF GREENUP) SS:

Before me, a Notary Public, in and for said County, personally appeared D. Duane Gilliam and Paul S. Meyer known to me to be the persons who, as Assistant Secretary and Attorney-in-Fact, respectively, of Ashland Oil, Inc., the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; that they were duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Russell, Kentucky, this 20th day of December, 19 93.

My commission expires July 11, 1997.

TERRY L. FLESHER
My commission expires July 11, 1997

Notary Public (SEAL)

Acknow01 (10-30-89)

VOL 238 PAGE 737

9903457

Recorded Marion County, Ohio ✓
JoAnne H. Schmidt, Recorder
Date 03/18/1999 Time 09:16:50 1 of 2 Pgs
No: 1999-0003457 OR Book 445 Page 639
Fee Amt: 16.00

MICROFILMED

(Marion County, OH)

ROW 134-101-0371

(Above Reserved for Recorder's Use)

ASSIGNMENT OF EASEMENTS. This Agreement is between Ashland Inc., a Kentucky corporation with offices at 1000 Ashland Drive, Russell, Kentucky 41169 ("Grantor"), and Marathon Ashland Petroleum LLC, a Delaware limited liability company with offices at 539 South Main Street, Findlay, Ohio 45840 ("Grantee"). In consideration of \$10.00, receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor quitclaims to Grantee all of Ashland's interest in the easement, license, permit or other real property interest in and to the property described below:

Being the Agreement with F. A. Stivers, dated October 3, 1922, as recorded in Volume 10, Page 55, in the Marion County, Ohio Recorder's Office.

The conveyance set forth under this instrument is subject to that certain Asset Transfer and Contribution Agreement dated as of December 12, 1997 among, Grantor, Marathon Oil Company and Grantee.

By acceptance of this assignment, Grantee covenants for itself, and its successors and assigns, that it will comply with and perform all the covenants, terms, conditions and provisions of instruments conveyed herein.

In witness where, Grantor and Grantee have hereunto set their hands effective the first day of January, 1998.

ASHLAND INC.

By: James J. O'Brien

Print Name: James J. O'Brien

Title: Senior Vice President

WITNESSES:

Jackie S. Riggs

Print Name: Jackie S. Riggs

Deborah J. Meredith

Print Name: Deborah J. Meredith

MARATHON ASHLAND PETROLEUM LLC

By: James L. Kitts

Print Name: James L. Kitts

Title: Manager, Real Estate

Karen L. Mays

Print Name: Karen L. Mays

Jamie C. Maag

Print Name: Jamie C. Maag

VOL 445PG 639

COMMONWEALTH OF KENTUCKY)
)SS:
COUNTY OF FAYETTE)

Before me, a Notary Public in and for said County, personally appeared James J. O'Brien as duly authorized Senior Vice President, to me known to be the person who executed the foregoing instrument on behalf of Ashland Inc., a Kentucky corporation, and acknowledged that James J. O'Brien executed the same, as the free act and deed of said corporation. In testimony whereof, I have hereunto subscribed my name this 23 day of February, 1999.

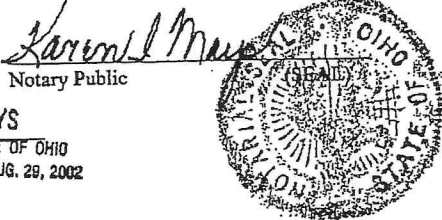


Jean M. Parsley
Notary Public (SEAL)

Jean M. Parsley
Notary Public, Kentucky, State At Large
My Commission Expires January 6, 2001

STATE OF OHIO)
)SS:
COUNTY OF HANCOCK)

Before me, a Notary Public in and for said County, personally appeared James L. Kitts as duly authorized Manager, Real Estate, to me known to be the person who executed the foregoing instrument on behalf of Marathon Ashland Petroleum LLC, a Delaware limited liability company, and acknowledged that James L. Kitts executed the same, as the free act and deed of said corporation. In testimony whereof, I have hereunto subscribed my name this 1st day of March, 1999.



Karen I. Mays
Notary Public

KAREN I. MAYS
My commission expires: NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES AUG. 29, 2002

This Instrument Prepared by:

James M. Ellerbe
James M. Ellerbe, Attorney
3499 Blazer Parkway
Lexington, Kentucky 40509

After recording, please return to:
LandAmerica, National Commercial Services
Attention: Susan Regis Gibson, Paralegal
4111 Executive Parkway, Suite 304
Westerville, Ohio 43081

9903458

Recorded Marion County, Ohio ✓
JoAnne H. Schmidt, Recorder
Date 03/18/1999 Time 09:17:26 1 of 2 Pgs
No: 1999-00003458 OR Book 445 Page 641
Fee Amt: 16.00

MICROFILMED 52 MA
(Marion County, OH) 45

(Above Reserved for Recorder's Use)

ROW 134-101-0371

ASSIGNMENT OF EASEMENTS. This Agreement is between Ashland Inc., a Kentucky corporation with offices at 1000 Ashland Drive, Russell, Kentucky 41169 ("Grantor"), and Marathon Ashland Petroleum LLC, a Delaware limited liability company with offices at 539 South Main Street, Findlay, Ohio 45840 ("Grantee"). In consideration of \$10.00, receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor quitclaims to Grantee all of Ashland's interest in the easement, license, permit or other real property interest in and to the property described below:

Being the Agreement with Zua J. Stivers, dated October 3, 1922, as recorded in Volume 10, Page 55, in the Marion County, Ohio Recorder's Office.

The conveyance set forth under this instrument is subject to that certain Asset Transfer and Contribution Agreement dated as of December 12, 1997 among, Grantor, Marathon Oil Company and Grantee.

By acceptance of this assignment, Grantee covenants for itself, and its successors and assigns, that it will comply with and perform all the covenants, terms, conditions and provisions of instruments conveyed herein.

In witness where, Grantor and Grantee have hereunto set their hands effective the first day of January, 1998.

ASHLAND INC.

By: *James J. O'Brien*

Print Name: James J. O'Brien

Title: Senior Vice President

WITNESSES:

Jackie S. Riggs

Print Name: Jackie S. Riggs

Deborah J. Meredith

Print Name: Deborah J. Meredith

MARATHON ASHLAND PETROLEUM LLC

By: *James L. Kitts*

Print Name: James L. Kitts

Title: Manager, Real Estate

Karen L. Mays

Print Name: Karen L. Mays

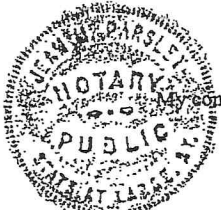
Jamie C. Maag

Print Name: Jamie C. Maag

445PG 641

COMMONWEALTH OF KENTUCKY)
)SS:
COUNTY OF FAYETTE)

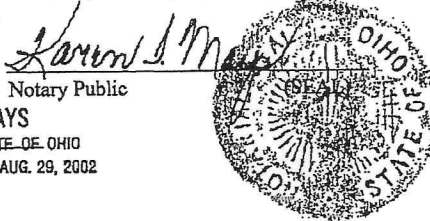
Before me, a Notary Public in and for said County, personally appeared James J. O'Brien as duly authorized Senior Vice President, to me known to be the person who executed the foregoing instrument on behalf of Ashland Inc., a Kentucky corporation, and acknowledged that James J. O'Brien executed the same, as the free act and deed of said corporation. In testimony whereof, I have hereunto subscribed my name this 23 day of February, 1999.



Jean M. Parsley
Notary Public (SEAL)
Jean M. Parsley Notary Public
Notary Public, Kentucky, State At Large
My commission expires January 6, 2001

STATE OF OHIO)
)SS:
COUNTY OF HANCOCK)

Before me, a Notary Public in and for said County, personally appeared James L. Kitts as duly authorized Manager, Real Estate, to me known to be the person who executed the foregoing instrument on behalf of Marathon Ashland Petroleum LLC, a Delaware limited liability company, and acknowledged that James L. Kitts executed the same, as the free act and deed of said corporation. In testimony whereof, I have hereunto subscribed my name this 1st day of March, 1999.

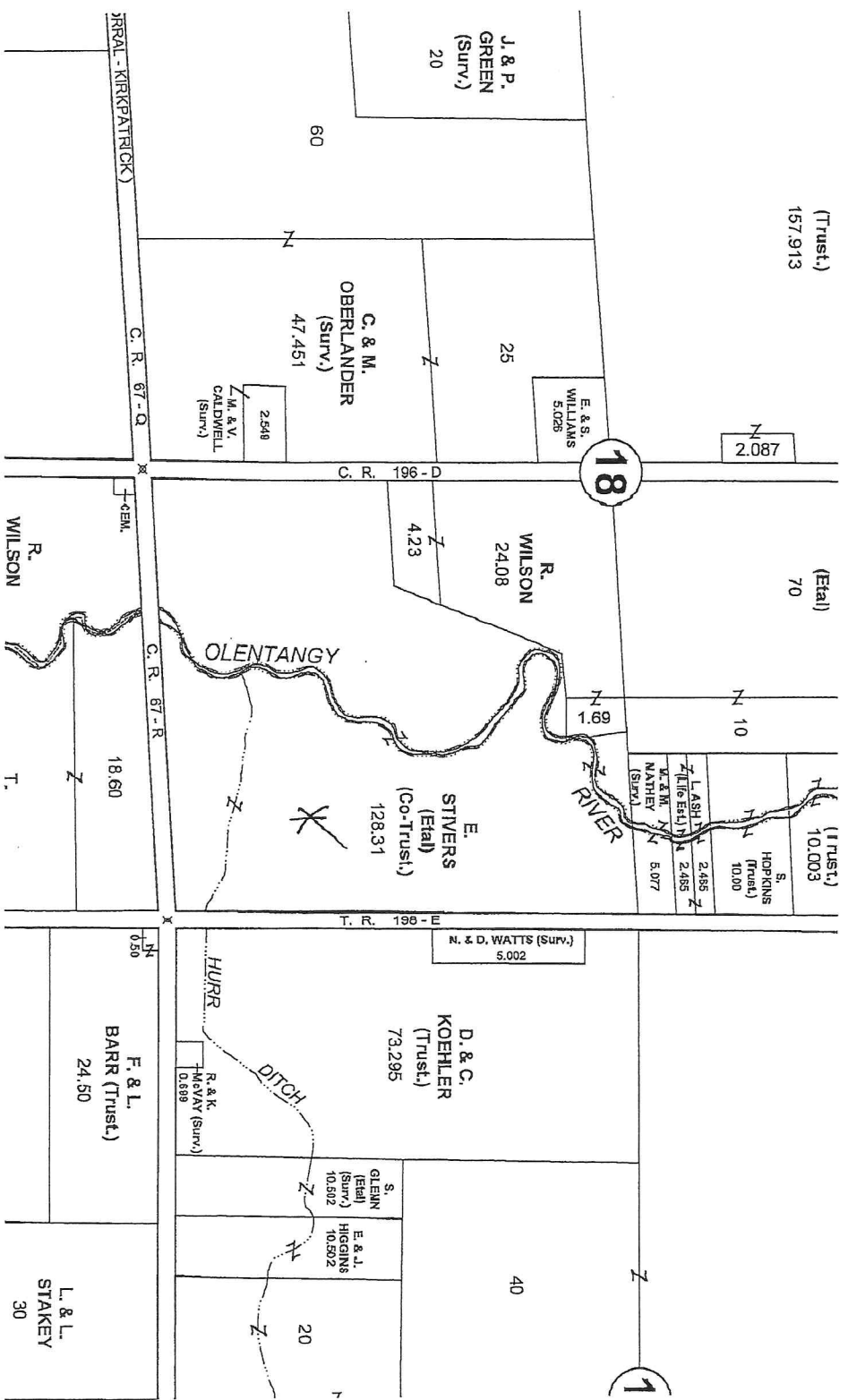


Karen I. Mays
Notary Public
KAREN I. MAYS
My commission expires: NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES AUG. 29, 2002

This Instrument Prepared by:

James M. Ellerbe
James M. Ellerbe, Attorney
3499 Blazer Parkway
Lexington, Kentucky 40509

After recording, please return to:
LandAmerica, National Commercial Services
Attention: Susan Regis Gibson, Paralegal
4111 Executive Parkway, Suite 304
Westerville, Ohio 43081



COUNTY

(WYANDOT - MARION)

T. R. 68 - O

TT FAMILY
ARM,
LLC
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NIESE FAMILY
FARMS LTD.
41.491

E. STIVERS
(Etal)(Co-Trust.)
89

R. & I. HORD
77.462

H. & L.
WALTER
77

2.538
Z

3.0
J.
MILLER
(Etal)(surv.)

T. & J.
COWELL
(Surv.)
(T.O.D.)
5.325

J.
COWELL
5.501

J.
COWELL
6.256

A
B
C
D

J.
COWELL
13.524

U
0.125

E

C. & S.
STARK
19.106

F
S.

CULT.
INDV.,
LLC
3.000

R. & S.
KNAPP

J.
KNAPP

WYCORP II
76.532

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TJS