



Williams County, Edon, OH
DeKalb County, IN

Auction

PRELIMINARY TITLE

404[±]
acres

Offered in 17 Tracts and Combinations*

*Bidding will not be allowed on any tract combination that includes all or any part of Tracts 1-14, combined with Tract 15 or combined with all or any part of Tracts 16-17.

Monday, September 14 • 6pm

Auction Held at the Miller Park Community Center - 300 Miller Park Drive, Edgerton, OH 43517

- Productive Tillable Land
- Homestead with Home, Barns & Pasture
- Wooded Acres
- Potential Country Building Sites

2% Buyer's Premium



ONLINE BIDDING AVAILABLE

SCHRADER
Real Estate and Auction Company, Inc.

800.451.2709 • www.SchraderAuction.com

DISCLAIMER:

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

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

Seller Tracts 1-14, 16 & 17: The David L. Nester Estate, Josh Nester & Colin Nester, P.R. & Ryan S. Breininger, Attorney
Seller Tract 15: Colin Nester



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

AUCTION TERMS & CONDITIONS:

PROCEDURE: Tracts 1-17 will be offered in various amalgamations, as follows. Tracts 1-14: Bidding will be permitted on individual tracts & combinations (subject to swing tract limitations). Tract 15: Bidding will be permitted on this tract individually but not in combination with any other tract. Tracts 16-17: Bidding will be permitted on these tracts individually and as a combination, but they cannot be combined with Tracts 1-15. There will be open bidding on all tracts and combinations as described until the close of the auction. The final high bids will be that set of bids resulting in the highest total price.

BUYER'S PREMIUM: There will be a 2% Buyer's Premium added to all successful bids.

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

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

EVIDENCE OF TITLE: The Seller will provide a Preliminary Certificate of Title for the review of the prospective buyer(s). Seller shall provide an owner's title insurance policy in the amount of the purchase price.

Seller agrees to provide merchantable title to the property subject to matters of record. All tracts sold "As-Is".

DEED: Seller shall provide a Personal Representative's Deed(s) &/or Warranty Deed(s).

CLOSING: The balance of the real estate purchase price is due at closing, which will take place on or before October 30, 2026.

POSSESSION: Possession will be delivered at closing but subject to tenant farmer's

2026 crop being harvested. Possession prior to closing w/an additional 10% down & Buyer will sign provided Addendum & show proof of insurance & again, subject to tenant farmer's 2026 crop being harvested.

REAL ESTATE TAXES: Tracts 1-14 & 16 & 17: The 2026 Real Estate Taxes, due in 2027 will be paid by the Seller, the Buyer(s) shall pay all thereafter. Tract 15: The 2026 Real Estate due in 2027 shall be pro-rated to the date of closing.

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

DITCH ASSESSMENTS: Buyer(s) shall pay all ditch assessments due after closing.

EASEMENTS & LEASES: Sale of the property is subject to any & all easements of record.

ACREAGE: All tract acreage, dimensions, & proposed boundaries are approximate & have been estimated based on current legal descriptions and/or aerial photos.

SURVEY: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in the auction. Any need for a new survey will be determined solely by the Seller. The cost of the survey will be split 50/50 between Buyer & Seller. The type of survey performed shall be at the Seller's option & sufficient for providing title insurance. Closing prices shall be adjusted to reflect any difference between advertised & surveyed acres except on Tract 1 & any combination w/Tract 1.

PROPERTY INSPECTION: Each potential Bidder is responsible to conduct, at their own risk, their own independent inspections, investigations, inquiries, & due diligence concerning the property. Inspection dates have been scheduled & will be

staffed w/auction personnel. Please feel free to inspect the land at any other time at your own risk & being careful to respect the tenant farmers' growing crops.

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

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

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

Auction Manager: Jerry W. Ehle • 260.410.1996 #SAL.2006001035, #2013000026, #AU19300123, #RB14044208

Schrader Real Estate and Auction Company, Inc.

Corporate Headquarters: 950 N Liberty Dr, PO Box 508, Columbia City, Indiana 46725 #63198513759,

#AC63001504, #REC.0000314452 (Jeffersonville,OH), #BBB.2010001376 (Irwin,OH), #CO81291723

PRELIMINARY TITLE - TRACTS 1-3

TRACTS 1, 2, 3

PRE-AUCTION SEARCH
David L. Nester, AKA David Nester
R.1 T.7. S31 NE NE 40A
07913 County Road 2

Title Vested In:

David L. Nester, aka David Nester
By virtue of a Warranty Deed
From: Otis P. Nester and Rosemary Nester, husband and wife
Dated: May 15, 1974
Filed: May 21, 1974 at 2:35 P.M. O'clock
Deed Record Volume 242, Page 639 Williams County Recorder's Office

By virtue of a Quit Claim Deed
From: Rebecca A. Nester, an unmarried women of legal age
Dated: December 28, 1987
Filed: December 28, 1987 at 10:55 A.M. O'clock
Deed Record Volume 279, Page 685 Williams County Recorder's Office

By virtue of a Quit Claim Deed
From: Roxana Nester, an unmarried women of legal age and former wife of the Grantee herein
Dated: January 10, 2002
Filed: January 14, 2002 at 3:22 P.M. O'clock
Official Record Volume 98, Page 70 Williams County Recorder's Office

Description:

Situated in the Township of Florence, County of Williams and State of Ohio: Known as and being the northeast quarter of the northeast quarter of Section Thirty-one (31), Township Seven (7) North, Range One (1) East, County and State aforesaid, containing forty (40) acres of land, more or less.
Parcel No. 071-310-00-001.000

Mortgage:

None.

Taxes:

The taxes for the first half of the year 2025 in the amount of \$2,336.61 + *32.04 + **5.00 + ***23.46 + ****16.95 = \$2,414.95 and all prior taxes and assessments are fully paid.

The taxes for the second half of the year 2025 are a lien and are due and payable as follows:

Due July, 2026
\$1,897.37
32.03 *Code #11-444
5.00 **Code #11-604
23.46 ***Code #11-621
16.95 ****Code #40-777
\$1,974.81

The taxes for the year 2026 are a lien against said premises but have not yet been determined and spread upon the tax duplicates.

"Subject to increases in taxes and valuation due to vote levies and/or revaluation not yet certified by the County Auditor and/or revaluation made under an action brought pursuant to Sec. 5715.19 O.R.C."

Said premises are listed at the following valuations for taxation purposes:

Parcel No. 071-310-00-001.000

Land - \$43,050.00; Buildings - \$93,910.00; Total - \$136,960.00

Special Assessment:

*Code #11-444 Tamarack Main (2011) Ditch Assessment determined yearly.

**Code #11-604 Hollinger Main (2011) Ditch Assessment determined yearly.

***Code #11-621 Bear Creek (2011) Ditch Assessment determined yearly.

****Code #44-777 St. Joe Watershed Perm- Main (2006) Ditch Assessment determined yearly.

PRELIMINARY TITLE - TRACTS 1-3

Easements and Restrictions:

from Ida Doty to North Western Rural Electric Cooperative, Inc. as recorded in Deed Record Volume 146, page 126 in the office of the Williams County, Ohio Recorder on Parcel 1 only. A copy is attached.

from David L. Nester and Rebecca A. Nester to Dome Pipeline Corporation, an Ohio Corporation, as recorded in Deed Record Volume 247, page 923 on Parcel 2 only. A copy is attached.

Said easement was assigned by Dome Pipeline Corporation of Ohio to Dome Pipeline Corporation, a Delaware Corporation as recorded in Miscellaneous Record Volume 11, page 514 in the office of the Williams County, Ohio Recorder.

Lease:

Oil and Gas Lease from Otis Nester and Rosemary Nester, his wife, to Murphy Oil Company, dated September 24, 1971, filed for record February 18, 1972 in Lease Volume 17, page 319. A copy is attached.

Facility Lease:

from David L. Nester, to Farm Credit Leasing Services Corporation, dated December 21, 2013, filed for record February 10, 2014 in Official Record Volume 302, page 1279. A copy is attached.

CAUV Note:

"Captioned parcels are currently receiving a CAUV tax credit. Therefore, any change in the usage of the Land, failure to apply and/or re-apply on an annual basis may result in a recoupment fee charged to the then current owner at a later date. The Company assumes no liability for any such recoupment."

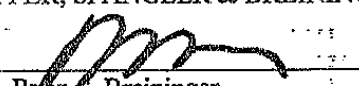
Pending Suit:

There is pending in the Probate Court of Williams County, Ohio, the Estate of David L. Nester, who died December 21, 2025, under Case Number 20261007. The Last Will and Testament of said decedent was filed and admitted to probate on January 12, 2026. Letters of Authority were issued to Joshua Nester and Colin Nester as Co Executors of said estate, with power to sell real estate on January 13, 2026. A Certificate of Service of Notice of Will was filed January 12, 2026. A Certification of Notice to Administrator of Medicaid Estate Recovery Program was filed January 15, 2026. Nothing further has been filed.

NOTE: We do not represent the presence or absence of liens in favor of the State of Ohio for Medicaid assistance if those liens are not actually of public record.

Dated this 2nd day of July, 2026 at 8:30 A.M. O'clock.

NEWCOMER, SHAFFER, SPANGLER & BREININGER

BY: 

Ryan S. Breininger

PL# 073560-00001
RSB:dab

PRELIMINARY TITLE - TRACTS 1-3

GRANT OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That Ida Doty grantor
in consideration of One Dollar and other valuable consideration to me
paid by North Western RURAL ELECTRIC COOPERATIVE, INC., grantee, the receipt whereof is hereby
acknowledged, do hereby grant, bargain, sell and convey to said North Western RURAL ELECTRIC
COOPERATIVE, INC., its successors and assigns forever, the perpetual right and easement to erect and maintain
electric lines, consisting of conduits, cables, poles, wires and distributing appliances, for the purpose of distributing,
transmitting, and using electricity, on, over, under, and across the following real estate, to-wit:
NE 1/4 NE 1/4 (40A) Section 31 Florence Twp.

The route to be taken by said lines across said lands shall be as follows: Along the West side
of the #22 road as now or hereafter located
in Florence Township, Williams Co., Ohio. Within one foot of highway limit

With full right and authority to the grantee, its successors and assigns, to enter at all times upon said premises,
for the purpose of constructing, repairing, replacing, and maintaining conduits, towers, poles, or other supports, and
wires and distributing appliances, with all necessary braces, guys, anchors, and transformers, and stringing upon such
towers, poles, or other supports or supporting therefrom, or placing in such conduits, lines of wire or other conductors
for the transmission of electric energy, and to trim or remove any trees which at any time may interfere or threaten
to interfere with the maintenance of such lines.

This easement shall be in full force and effect provided construction shall be begun on or before the 1
day of January, 1938.
Signed this 15 day of April, 1937.

Signed and acknowledged in the presence of:

F. B. Traxler
Earl Schiebar

Mrs. Ida Doty

STATE OF OHIO }
Williams County } ss.

Be it remembered, that on this 15 day of April, 1937, personally
appeared before me, the undersigned, a Notary Public in and for said County, the above named Ida Doty

grantor, in the foregoing grant, and acknowledged the execution thereof to be her voluntary act and deed.
IN TESTIMONY WHEREOF, I have hereunto signed my name and affixed my official seal the day and year last
mentioned above.

Notary Public, F. B. Traxler, Williams County, Ohio.
SEAL F. B. Traxler
Commission Expires May 21, 1939

Transfer Not Necessary

Received for Record May 20 1938, at 10 o'clock A.M.

Recorded May 20 1938

Fee \$.50

Charles Ben Recorder

Vergie Stayer Deputy

Vol. 146, Page 126

PRELIMINARY TITLE - TRACTS 1-3

001.000
133417 ✓
DOME-OHIO

TRACT NO. 3 5 4

PIPELINE EASEMENT

THE UNDERSIGNED, whether one or more, hereinafter called the GRANTOR, being the owner of, or having an interest in, land situated in the County of Williams, State of Ohio, more fully described in two Warranty Deed's recorded in Volume 230, page 191 and Volume 240, page 816 for and in consideration of the sum of of Deed Records.

Two hundred fifty and no/100-----Dollars (\$250.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys unto DOME PIPELINE CORPORATION OF OHIO, an Ohio Corporation, whose tax mailing address is Box 460, 314 East Thayer Avenue, Bismarck, North Dakota 58501, hereinafter referred to as GRANTEE, its successors and assigns, the right, privilege and easement for a Right-of-Way fifty (50) feet in width to survey, construct, maintain, inspect, operate, protect, repair, alter, replace, change the size of or remove, two pipelines and appurtenances thereto, as hereinafter provided, for the transportation of liquids, gases or solids, along a route to be selected by GRANTEE, upon, across, over and under the following described land:

The East Half of the Northeast Quarter (E/2 NE/4) of Section 31, Township 7 North, Range 1 East.

Said 50 foot strip is described as being 25 feet on either side of the following described reference line:

Beginning at a point on the West line of the East Half of the Northeast Quarter of Section 31, approximately 1334 feet North of the Southwest corner thereof; thence N 82° 18' 10" E, a distance of approximately 1344 feet to a point on the East line of the East Half of the Northeast Quarter of said Section 31, said point being approximately 1101 feet South of the Northeast corner thereof, containing 1.55 acres, more or less.

Design all Miscellaneous Sub. 1-11 pg. 514
together with the right of ingress to, and egress from, said premises across the adjacent lands of the GRANTOR, for purposes reasonable and incidental to GRANTEE'S use of said Right-of-Way. GRANTEE may temporarily use additional work space adjacent to said fifty foot Right-of-Way, at certain locations where needed during construction, maintenance and removal of its pipelines and appurtenances.

THE PARTIES FURTHER AGREE:

1. USE OF RIGHT-OF-WAY BY GRANTOR. GRANTOR reserves the right to cultivate and use the ground within said Right-of-Way, provided that such use shall not interfere with or obstruct GRANTEE in its exercise of its rights or privileges, or create any actual or potential hazard to the pipelines and related facilities ultimately installed in said Right-of-Way.

2. ADDITIONAL CONSIDERATION. Before the installation of the initial pipeline, and not later than two (2) years from the date hereof, the GRANTEE will pay the GRANTOR, in person, or by certified mail addressed to GRANTOR at Box 1, Eden, Ohio

an additional sum of Two thousand seventy five and no/100-----Dollars (\$2,075.00), as complete and total payment for the easement granted. If this additional sum is not tendered, this easement and all rights herein shall terminate.

3. ADDITIONAL PIPELINE. It is understood and agreed that the additional sum expressed in Clause 2 above, when paid or tendered to GRANTOR, shall be in full payment for the first pipeline and appurtenances to be installed. If the GRANTEE, or its successors or assigns, shall elect to construct one additional line of pipe and appurtenances within the described Right-of-Way, whether during or after the initial construction period, the GRANTEE, or its successors or assigns, will pay the owner of the land, subject to this easement, a payment equal to the additional sum plus a payment for appreciation of 5% of the said additional sum, for each full calendar year elapsed since the date of this easement grant, but such payment for appreciation shall not exceed 50% of said additional sum. The payment required herein shall be paid or tendered, in full, before such construction is undertaken by the GRANTEE. Damages shall be paid after each construction program is completed, in accordance with Clause 5 herein.

Received for Record March 29, 1976

AL 10:15 AM

Recorded March 29, 1976

Fee \$ 4.25

Don D. Hickey

In Record of Easements
Williams County Recorder

R. H. Marshall

VO: 247 PAF 923

PRELIMINARY TITLE - TRACTS 1-3

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4. **DEPTH OF PIPELINES.** The GRANTEE shall initially bury the pipeline, or pipelines at a depth necessary to cross under any drain tile cut during construction of said pipelines, and to provide a minimum cover of thirty six (36) inches in all cases, except where solid rock strata is encountered at a lesser depth, in which case a minimum cover of twenty four (24) inches will be provided.

5. **DAMAGES.** GRANTEE shall pay GRANTOR or GRANTOR'S tenants, as their respective interests may appear, for all damages to growing crops, grasses, trees, shrubbery, livestock, fences or buildings, caused by the operations or activities of the GRANTEE, whether in connection with the construction of the pipelines or future operations and activities of the GRANTEE. GRANTEE shall have the right to clear, and keep cleared, all trees, undergrowth and other obstructions from the Right-of-Way, and after the first pipeline has been installed, GRANTEE shall not be liable for damages for clearing trees and undergrowth from the Right-of-Way.

After the pipe trench is backfilled, rock shall be removed from the trench to a depth of eighteen (18) inches or to the depth of rock existing in directly adjacent undisturbed areas, whichever is the lesser depth. Such rock removed, together with other rock brought to the surface by GRANTEE'S operations shall be removed from the Right-of-Way and, at GRANTEE'S election, shall be deposited on the premises at a place to be designated by GRANTOR, or removed from said premises. The word "rock", as used herein, shall not include sand, gravel, or rock three (3) inches, or less, in diameter.

If the amount of any damages which GRANTOR may sustain as a result of GRANTEE'S exercise of rights hereunder, cannot be mutually agreed upon, the same shall be ascertained and determined by three (3) distinguished persons; one to be appointed by GRANTOR, one by GRANTEE, and a third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

6. **DRAINAGE SYSTEMS.** All tile or other drainage systems that are cut or disturbed by the GRANTEE'S exercise of any rights granted herein shall be repaired and restored to their previous operable condition by GRANTEE, at its sole cost, in a good and workmanlike manner.

7. **CROSSOVERS AND FENCES.** During construction suitable crossovers shall be installed over the pipe trench as needed and/or reasonably requested by GRANTOR. All fences that are cut or disturbed shall be repaired by GRANTEE in a good and workmanlike manner. Before a fence is cut by GRANTEE, it shall be properly supported on either side of the contemplated opening by suitable posts and braces and temporary gates shall be provided at fence openings where required.

8. **RESTORATION OF CONSTRUCTION AREA.** The GRANTEE shall, insofar as is practicable, restore the surface of the construction area to its original grade and condition, except that earth shall be mounded over the pipe trench to compensate for settlement of the backfill, and employ accepted methods to prevent surface erosion.

If, within five years subsequent to the construction of any pipeline by the GRANTEE, or its successors or assigns upon said premises, the GRANTOR then reasonably determines that said construction has caused a soil and/or crop deficiency, compared to the fertility and/or crop yield of the GRANTOR'S lands and/or crops immediately adjacent and comparable thereto, then the GRANTEE will reimburse the GRANTOR for such crop deficiency and, in addition, reimburse the GRANTOR for the cost of restoring said premises to the level of fertility of his adjacent land. Written notice of any such soil and/or crop deficiency shall be given to the GRANTEE by the GRANTOR during the growing season, and said GRANTEE shall have the GRANTOR'S permission and a reasonable opportunity to inspect said crops. At GRANTEE'S request, GRANTOR shall harvest said crops from the construction area separately from adjacent areas and furnish GRANTEE with records of separate yields from each area. GRANTEE, at its election, may monitor such harvest and audit GRANTOR'S records.

9. **DISCONTINUANCE OF USE.** If the use of any pipeline constructed by GRANTEE in the easement area is discontinued, GRANTEE shall have the right, but shall not be required, to enter upon said premises and remove such pipeline and appurtenances thereto. If the use of both pipelines is discontinued for a continuous period of two (2) years, GRANTEE, its successors or assigns, shall furnish, at its expense, a release of the easement.

10. **CORRECTIVE DOCUMENTS.** The GRANTOR agrees to execute and deliver to GRANTEE, without additional compensation, any additional documents needed to correct the legal description of the easement area to conform to the Right-of-Way actually occupied by the initial pipeline.

11. **ASSIGNMENT AND COVENANT BY PARTIES.** The rights of either party may be assigned in whole or in part and the assignor shall be released from any future obligations under any assigned portion of this easement. The terms and provisions hereof shall constitute covenants running with the land and shall be binding upon, and inure to the benefit of the parties hereto, their successors, assigns, personal representatives and heirs.

12. **GRANTOR'S TITLE.** GRANTOR warrants that he is the owner of the above described lands, and has full right and authority to enter into and deliver this easement. This instrument may be executed in counterparts and each counterpart shall constitute a separate agreement between the parties thereto. Any payment provided hereunder shall be in proportion to GRANTOR'S interest in the undivided fee simple estate.

13. **WRITTEN NOTICE.** Any written notice or payment required under this easement may be delivered personally or mailed to the respective addresses shown for GRANTEE and GRANTOR on the first page of this instrument, unless written notice of a change of address has been furnished by the party requesting such change.

PRELIMINARY TITLE - TRACTS 1-3

14. TENANCY. GRANTOR represents that the above described premises IS NOT rented to
(is or is not)

on a _____
(cash or crop)
basis, for a term ending the _____ day of _____, 19____.

15. ENTIRE AGREEMENT. This instrument contains the entire agreement of the parties and there are no other, or different, agreements or understandings between the GRANTOR and the GRANTEE, or its agents. The GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the GRANTEE, or its agents, except as are set forth herein.

WITNESSES:

Omer G. Keller
(Omer G. Keller)
James T. Williamson
(James T. Williamson)
Tamera R. Alpaugh
(Tamera R. Alpaugh)
Lawrence J. Gierke
(Lawrence J. Gierke)

Executed the 12 day of MARCH, 1976.

GRANTOR:

+ David L. Nester
(David L. Nester)

x Rebecca A. Nester
(Rebecca A. Nester)

TENANT'S CONSENT

The undersigned tenant in possession of the land described in the foregoing instrument, hereby adopts and joins in its execution, and consents to the enjoyment by the GRANTEE of the rights therein granted to it.

Executed the _____ day of _____, 19____.

WITNESSES:

TENANT:

None

ACKNOWLEDGMENT

STATE OF OHIO }
COUNTY OF WILLIAMS } SS:

On this 12 day of MARCH, 1976, before me, the undersigned Notary Public in and for said County and State, personally appeared

DAVID L. NESTER

to me known to be the person L named in, and who executed the foregoing instrument, and acknowledged that HE executed the same as HIS voluntary act and deed.

OMER G. KELLER
Notary Public, Williams County, Ohio
My Commission Expires April 7, 1979

Omer G. Keller
(Omer G. Keller) Notary Public

ACKNOWLEDGMENT

STATE OF OHIO }
COUNTY OF WILLIAMS } SS:

On this 12 day of MARCH, 1976, before me, the undersigned Notary Public in and for said County and State, personally appeared

REBECCA A. NESTER

to me known to be the person _____ named in, and who executed the foregoing instrument, and acknowledged that SHE executed the same as HER voluntary act and deed.

TAMERA R. ALPAUGH
Notary Public, Williams County, Ohio
My Commission Expires February 7, 1979

Tamera R. Alpaugh
(Tamera R. Alpaugh) Notary Public

THIS INSTRUMENT PREPARED BY DOME PIPELINE CORPORATION OF OHIO.

Check Nos. 2930

Tract No. 3 & 4
VOL. 247 PAGE 925

PRELIMINARY TITLE - TRACTS 1-3

0263-CT/Cs
6-21-78
265410-011-011

143481

ASSIGNMENT, CONVEYANCE AND ASSUMPTION

KNOW ALL MEN BY THESE PRESENTS, that DOME PIPELINE CORPORATION OF OHIO, an Ohio corporation (the "Assignor"), having an office at 3300 The Dome Tower, 333 - 7th Avenue S.W., Calgary, Alberta, Canada, T2P 7N1, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to be in hand paid by DOME PIPELINE CORPORATION, a Delaware corporation qualified to transact business in the State of Ohio (the "Assignee"), having an office at Box 400, Suite 300, 314 East Thayer Avenue, Bismarck, North Dakota 58501, receipt of which consideration is hereby acknowledged, does hereby sell, assign, transfer, convey, set over and deliver unto the Assignee, its successors and assigns, all of the right, title, interest, estate and privileges of the Assignor in, to and under each of the instruments specified in Schedule 1 hereto, and in, to and under all of the property, real, personal or mixed, specified in or intended to be conveyed to the Assignor pursuant to said instruments.

TOGETHER WITH all options and other rights, privileges or benefits belonging to or held by the Assignor appertaining thereto.

Received for Record June 29 1978 at 11:24 AM
Recorded July 29 1978 in Record of
69, 55 W. Schenkel Williams County Recorder
by C. Schenkel N.D. & B.

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For Corrective Amendment See Min. Vol. 13 Pg. 488

PRELIMINARY TITLE - TRACTS 1-3

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TO HAVE AND TO HOLD all of the foregoing unto the Assignee, its successors and assigns, forever, subject, however, to all of the terms, conditions and provisions contained in said instruments or applicable to the property conveyed to the Assignor pursuant thereto.

The prior instrument references are set forth in Schedule 1 hereto.

The Assignor represents, warrants and covenants with the Assignee, its successors and assigns, that at the time of the enrolling and delivery of these presents the execution, delivery and performance of this instrument on the part of the Assignor has been duly authorized by the Board of Directors of the Assignor and by the sole stockholder of the Assignor, the Assignor is well and duly seized of the above described instruments and property with full right, power and authority to convey the same as herein provided and that the same is free from all encumbrances created or suffered by it whatsoever and, except as aforesaid, it will forever warrant and defend the same against all lawful claims whatsoever. The foregoing covenant shall survive indefinitely.

The Assignee hereby assumes and agrees to pay, perform and discharge, or cause to be paid, performed and discharged, and to hold the Assignor, its directors, officers, employees

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PRELIMINARY TITLE - TRACTS 1-3

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and agents harmless from and against, all debts, obligations, contracts and liabilities (past, present or future) of the Assignor under the instruments specified in Schedule 1 hereof or incurred by the Assignor as a result thereof. The foregoing covenant shall survive indefinitely.

At any time and from time to time hereafter, the Assignor will, upon the request and at the expense of the Assignee, do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged or delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney or assurances as may be required for the better assigning, transferring, granting, conveying, assuring and confirming to the Assignee, or for aiding and assisting in the collection of or reducing to possession by the Assignee, any of the instruments or property intended to be transferred hereby.

Notwithstanding anything to the contrary contained herein, no recourse or liability to or upon any representation, warranty or covenant contained herein shall be had against any officer, director, stockholder, agent or employee, past, present or future, as such, of any party hereto, either directly or through such party, under any rule of law, statute or constitution or by the enforcement of any assessment or penalty or by legal or equitable proceedings or otherwise.

Vol. 11 Page 516

PRELIMINARY TITLE - TRACTS 1-3

4

This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This instrument shall be governed by and construed in accordance with the laws of the State of Ohio. This instrument may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, this instrument has been duly executed and delivered by the parties hereto on June 22, 1978.

Witnessed in the
Presence of:

J. Bell
John A. Gray

DOME PIPELINE CORPORATION
OF OHIO

By: C. S. Dunkley
Vice President
Attest: H. M. Eisenhower
Secretary "H. M. EISENHOWER"

SEAL

J. Bell
John A. Gray

DOME PIPELINE CORPORATION

By: C. S. Dunkley
Vice President
Attest: H. M. Eisenhower
Secretary "H. M. EISENHOWER"

SEAL

Vol. 11 Page 517

1

PRELIMINARY TITLE - TRACTS 1-3

6

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State personally appeared the above named DOME PIPELINE CORPORATION by "C. S. DUNKLEY" its Vice President and "H. M. EISENHAUER", its Secretary, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said Corporation, and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 22nd day of June, 1978.

[Notarial Seal]

SEAL

Dorothy C. DeLoe
Notary Public

DOROTHY C. DELOE
Notary Public for Cuyahoga County, O.
My Commission Expires June 26, 1979

This instrument prepared by John W. Sager, Esq.,
Jones, Day, Reavis & Pogue
1700 Union Commerce Building
Cleveland, Ohio 44115

Vol. 11 Page 519

71-350

PRELIMINARY TITLE - TRACTS 1-3

This instrument prepared by MURPHY OIL COMPANY

PRELIMINARY TITLE - TRACTS 1-3

{nssp35}

201400025913 PAGE 1279

201400025913
Filed for Record in
WILLIAMS COUNTY, OHIO
PATTI ROCKEY, COUNTY RECORDER
02-10-2014 At 11:19 am.
WAIVER 80.00
Book 302 Page 1279 - 1284

201400025913
CSC DOC RECORDING SVCS
ENV

[The space above this line is reserved for recording information]

FILE 2ND

FILE 2ND

Landlord and Mortgagee Waiver
(Facility Lease)

This instrument was drafted by:

Farm Credit Leasing Services Corporation
600 Highway 169 S, Suite 300
Minneapolis, MN, 55426-1219

Contract No: 001-0059607-000
Return to:
DOC RECORDING SERVICES
1201 Hays St
Suite 103
Tallahassee, FL 32301

Dated as of: December 21, 2013

This Landlord and Mortgagee Waiver ("Agreement") is entered into by and among the following parties:

Lessor: Farm Credit Leasing Services Corporation

Lessee(s): David L. Nester

Owner of Land: David L. Nester

WHEREAS, the undersigned Lessee, Owner of Land, and/or Mortgagee hold certain interests in the land legally described in Exhibit B hereto (the "Property"); and

WHEREAS,

Lessor is the owner of the building(s) and/or structure(s) and related fixtures, all as described in Exhibit A hereto (collectively, the "Facility") located on the Property, which Facility is being leased by Lessor to Lessee pursuant to a Facility Lease Agreement for the Contract Number indicated above (the "Lease").

NOW THEREFORE, in consideration of the mutual benefits to be derived by the parties hereto from the making of such Lease, the undersigned parties ("Parties") hereby agree to the terms contained below.

1. Ownership of the Facility shall be and remain severed from that of the Property;
2. Title to and ownership of the Facility shall at all times be and remain exclusively with the Lessor, and no interest in the Property shall attach to the Facility;
3. The Facility shall not be subject to the lien of any mortgage, deed of trust, secured transaction or instrument heretofore or hereafter arising against the Property;

Landlord and Mortgagee Waiver - Facility Lease (140512013)

Contract #001-0059607-000

Page 1 of 4

PRELIMINARY TITLE - TRACTS 1-3

(nssb35)

DN 0302 PAGE 1280

4. Lessor, its agents and assigns, shall have full access upon the Property to inspect, repair, rebuild, disassemble, or remove the Facility without further notice to, or further permission of, charge for, or obligation to, the Parties, and in the event of default by Lessee in the payment or performance of any of Lessee's obligations and liabilities to the Lessor, Lessor may, at its option, remove the Facility or any part thereof from the Property without objection, delay, hindrance or interference by the Parties, and in such case, the Parties (other than the Lessor) will make no claim or demand whatsoever against the Facility;

5. Subject to Paragraph 6 below, the Facility may remain on the Property without charge throughout the term of the Lease and thereafter so long as Lessor (and/or Lessor's assigns) retains an interest in the Facility;

6. Mortgagee agrees that, if it sells the Property at foreclosure sale, takes title to the Property under any deed in lieu of foreclosure or the like, it shall do so subject to the terms of this Agreement, provided, however, that following any such sale or transfer of title to the Property, Mortgagee or any third-party purchaser of the Property may, within 30 days after such sale or transfer of title, give Lessor written notice directing removal of the Facility, in which case Lessor shall either remove the Facility within 90 days after its receipt of such notice or forfeit its interest in the Facility, and in the event that no such notice is timely given, the Facility may remain on the Property subject to Lessor's interest in the Facility, and this Agreement shall remain in full force and effect according to its terms; and

7. Lessor and Lessee may agree, without affecting the validity of this Landlord and Mortgagee Waiver, to extend, amend or in any way modify the terms of payment or performance of any of the Lessee's obligations and liabilities to Lessor, without the consent and without giving notice thereof to the other Parties.

All of the Parties agree that the Lessor may sell, transfer, convey, or assign its interest in the Lease to any other persons or entities and that the terms of this Landlord and Mortgagee Waiver will remain fully valid and in effect and binding upon the Parties for the benefit of such above-referenced persons or entities.

This Agreement shall expire and be of no further effect at such time (and only at such time) that Lessee duly closes upon the purchase of the Facility under any applicable purchase option contained in the Lease or as otherwise agreed by Lessor at its sole and absolute discretion.

This Landlord and Mortgagee Waiver binds all of the Parties, their heirs, personal representatives, successors and assigns and shall inure to the benefit of Lessor, its successors and assigns.

PRELIMINARY TITLE - TRACTS 1-3

(nssb35)

QR 0302 PAGE 1281

Lessor: FARM CREDIT LEASING SERVICES CORPORATION

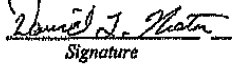
By:

 Amy L. Wong Supervisor, Leasing Delivery Services
Signature Name Title

Lessee(s): David L. Nester

 David L. Nester Individual
Signature Name Title

Owner of the Land: David L. Nester

 David L. Nester Individual
Signature Name Title

PRELIMINARY TITLE - TRACTS 1-3

(nsab35)

ON 0302 PAGE 1282

All Purpose Acknowledgement	
State Of <u>OHIO</u>	Capacity Claimed by Signer
County Of <u>Williams</u>	☒ Individual
On <u>12.23.13</u> Before me, <u>Nick Sheets</u>	☐ Corporate Officer
personally appeared <u>David L. Nester</u>	NA
☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument	
☐ Limited Partner	
☐ General Partner	
☐ Attorney-In-Fact	
☐ Trustee	
☐ Guardian/Conservator	
☐ Other: NA	
Signer Is Representing	
<u>David L. Nester</u>	
Name of person(s) or entity(ies)	
Notary Public	
	
NICK SHEETS NOTARY PUBLIC FOR THE STATE OF OHIO My Commission Expires July 16, 2016	

All Purpose Acknowledgement	
State Of <u>MINN</u>	Capacity Claimed by Signer
County Of <u>Hennepin</u>	☐ Individual
On <u>12/27/13</u> Before me, <u>Suzanne Carlson</u>	☐ Corporate Officer
personally appeared <u>Amy L. Wong</u>	NA
☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument	
☐ Limited Partner	
☐ General Partner	
☐ Attorney-In-Fact	
☐ Trustee	
☐ Guardian/Conservator	
☐ Other:	
<u>Supervisor, Leasing Delivery Service</u>	
Signer Is Representing	
<u>Farm Credit Leasing Services Corporation</u>	
Name of person(s) or entity(ies)	
Notary Public	
	
SUZANNE MICHELLE CARLSON Notary Public Minnesota My Commission Expires January 31, 2017	

Landlord and Mortgage Waiver - Facility Lease (10/01/2013)

Contract #031-0056607-000

Page 4 of 4

PRELIMINARY TITLE - TRACTS 1-3

(nssb35)

BR 0302 PAGE 1283



FARM CREDIT LEASING

600 Highway 169 South, Suite 300
Minneapolis, MN 55426

Exhibit A

Contract No: 001-0059607-000

Dated As Of: December 21, 2013

This Exhibit A is made a part of that Landlord and Mortgagee Waiver and Facility Lease Agreement referencing the Contract number indicated above.

Asset #	Cond	Qty	Year	Manufacturer	Model	Description	Serial No
70124	New	1	2013	NUCOR	60' X 80'	Steel Building	NA

Description of the Facility:

70124 One (1) 2013 Nucor 60' X 80' Steel Building together with all attachments, components, and accessories including but not limited to: 2- 24' 2" x 16' Model 3216 Windows, 1 - 12'2" x 12" Model 3216 Window, 2 - 16' Openers wall station, 1 - MJ Jack Shaft Opener

Exhibit A (06/25/2013)

Contract Number: 001-0059607-000

Page 1 of 1

PRELIMINARY TITLE - TRACTS 1-3

(nssb35)

0002 PAGE 1284



FARM CREDIT LEASING

600 Highway 169 South, Suite 300
Minneapolis, MN 55426

Exhibit B

Contract No: 001-0059607-000

Dated As Of: December 21, 2013

This Exhibit B is made a part of that Landlord and Mortgage Waiver and Facility Lease Agreement referencing the Contract number indicated above.

Legal Description of the Property

The following property in the County of WILLIAMS, State of OH:

Parcel ID: 053-071-310-00-001.000

Situated in the Township of Florence, County of Williams and State of Ohio: Known as and being the northeast quarter of the northeast quarter of Section Thirty-one (31), Township Seven (7) North, Range One (1) East, County and State aforesaid, containing forty (40) acres of land, more or less.

Exhibit B (09/26/2012)

Contract Number: 001-0059607-000

Page 1 of 1

PRELIMINARY TITLE - TRACTS 3 & 4

TRACTS 3 & 4

PRE-AUCTION SEARCH
David L. Nester
R.1 T. 7 S.31 NE QTR PCL 016.001 20.01 A
County Road 2

Title Vested In:

David L. Nester
By virtue of a Warranty Deed
From: Debra Ann Nester, an unmarried adult and Brooke Renne Craft, Trustee of the Nester Irrevocable Trust, dated September 26, 2023
Dated: December 30, 2024
Filed: December 30, 2024 at 3:57 P.M. O'clock
Official Record Volume 359, Page 2977 Williams County Recorder's Office

Description:

Being a parcel of land situated in the Northeast Quarter of Fractional Section 31, Town 7 North, Range 1 East, Florence Township, Williams County, Ohio. Located within the North and the East of the First Principal Meridian of the Original Land Subdivisions of Ohio, being more specifically described as follows: Commencing at the Southeast Corner of the Northeast Quarter of said Fractional Section 31, said point being an iron pin found this survey; Thence, North 1 degree 12 minutes 44 seconds East along the East line of the Northeast Quarter of said Fractional Section 31 a distance of 656.80 feet to a point established this survey and the TRUE POINT OF BEGINNING of the parcel herein described; Thence, North 88 degrees 35 minutes 42 seconds West a distance of 20.00 feet to an iron pin placed this survey; Thence, continuing North 88 degrees 35 minutes 42 seconds West a distance of 1298.61 feet to an iron pin placed this survey; Thence, North 1 degree 13 minutes 35 seconds East along the West line of the East Half of the Northeast Quarter of said Fractional Section 31 a distance of 660.66 feet to an iron pin placed this survey; Thence, South 88 degrees 37 minutes 51 seconds East along the North line of the Southeast Quarter of the Northeast Quarter of said Fractional Section 31 a distance of 1298.44 feet to an iron pin placed this survey; Thence, continuing South 88 degrees 37 minutes 51 seconds East along the North line of the Southeast Quarter of the Northeast Quarter of said Fractional Section 31 a distance of 20.00 feet to a point established this survey; Thence, South 1 degree 12 minutes 44 seconds West along the East line of the Northeast Quarter of said Fractional Section 31 a distance of 661.48 feet to the TRUE POINT OF BEGINNING of the parcel herein described, containing 20.010 acres of land, more or less, and subject to highways rights-of-way and easements of record as surveyed by Brian M. Wieland, Registered Surveyor Number 8286 on September 23rd, 2024 and recorded in Volume 28R Page 496 of the Williams County Survey Records.

Bearings and distances are based on State Plane Coordinates, SPC83, Zone-Ohio North. Monuments described above as "Iron Pin Placed" are 5/8-inch diameter by 30-inch rebar with yellow plastic cap stamped "Wieland-8286."
Parcel No. 071-310-00-016.001

Mortgage:

from David L. Nester, an unmarried man, to AgCredit, Agricultural Credit Association, in the open end amount of \$902,000.00, dated December 30, 2024, filed for record December 30, 2024 in Official Record Volume 359, page 2979. Said mortgage includes other real estate not of this Pre-Auction Search.

Taxes:

The taxes for the first half of the year 2025 in the amount of \$407.13 + *18.56 + **13.59 + ***1.00 = \$440.28 and all prior taxes and assessments are fully paid.

The taxes for the second half of the year 2025 are a lien and are due and payable as follows:

Due July, 2026
\$336.95
18.56 *Code #11-444
13.59 **Code #11-621
1.00 ***Code #40-777
\$370.10

The taxes for the year 2026 are a lien against said premises but have not yet been determined and spread upon the tax duplicates.

PRELIMINARY TITLE - TRACTS 3 & 4

"Subject to increases in taxes and valuation due to vote levies and/or revaluation not yet certified by the County Auditor and/or revaluation made under an action brought pursuant to Sec. 5715.19 O.R.C."

Said premises are listed at the following valuations for taxation purposes:

Parcel No. 071-310-00-016.001

Land only - \$21,880.00

Special Assessment:

*Code #11-444 Tamarack Main (2011) Ditch Assessment, determined yearly.

**Code #11-621 Bear Creek (2011) Ditch Assessment, determined yearly.

***Code #40-777 St. Joe Watershed- Perm Main (2006) Ditch Assessment, determined yearly.

Easements and Restrictions:

from Mrs. David Doty to Northwestern Electric Cooperative, Inc. as recorded in Deed Record Volume 146, page 127. A copy is attached.

Lease:

Oil and Gas Lease from Otis Nester & Rose Mary Nester (his wife) to Murphy Oil Company, dated September 24, 1971, filed for record February 18, 1972 in Lease Volume 17, page 319. A copy is attached.

CAUV Note:

"Captioned parcels are currently receiving a CAUV tax credit. Therefore, any change in the usage of the Land, failure to apply and/or re-apply on an annual basis may result in a recoupment fee charged to the then current owner at a later date. The Company assumes no liability for any such recoupment."

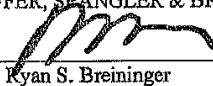
Pending Suit:

There is pending in the Probate Court of Williams County, Ohio, the Estate of David L. Nester, who died December 21, 2025, under Case Number 20261007. The Last Will and Testament of said decedent was filed and admitted to probate on January 12, 2026. Letters of Authority were issued to Joshua Nester and Colin Nester as Co Executors of said estate, with power to sell real estate on January 13, 2026. A Certificate of Service of Notice of Will was filed January 12, 2026. A Certification of Notice to Administrator of Medicaid Estate Recovery Program was filed January 15, 2026. Nothing further has been filed.

NOTE: We do not represent the presence or absence of liens in favor of the State of Ohio for Medicaid assistance if those liens are not actually of public record.

Dated this 2nd day of July, 2026 at 8:30 A.M. O'clock.

NEWCOMER, SHAFFER, SPANGLER & BREININGER

BY: 

Ryan S. Breininger

PL# 073560-00001

RSB:dab

PRELIMINARY TITLE - TRACTS 3 & 4

127

.No. -30608- Deed Volume 146 page 127

GRANT OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That Mrs. David Doty

grantor,

in consideration of One Dollar and other valuable consideration to

paid by NORTHWESTERN POWER & LIGHT COOPERATIVE, INC., grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey to said NORTHWESTERN POWER & LIGHT COOPERATIVE, INC., its successors and assigns forever, the perpetual right and easement to erect and maintain electric lines, consisting of conduits, cables, poles, wires and distributing appliances, for the purpose of distributing, transmitting, and using electricity, on, over, under, and across the following real estate, to-wit:

SEC 2 NE 1/4 Sect. 31

The route to be taken by said lines across said lands shall be as follows: Along the _____ side of the _____ road as now or hereafter located in Florence Twp., Williams Co. Ohio. Within one foot of highway limit

With full right and authority to the grantee, its successors and assigns, to enter at all times upon said premises, for the purpose of constructing, repairing, replacing, and maintaining conduits, towers, poles, or other supports, and wires and distributing appliances, with all necessary braces, guys, anchors, and transformers, and stringing upon such towers, poles, or other supports or supporting therefrom, or placing in such conduits, lines of wire or other conductors for the transmission of electric energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines.

This easement shall be in full force and effect provided construction shall be begun on or before the _____

day of July, 1937

Signed this 17 day of July, 1936

Signed and acknowledged in the presence of:

Earl Schiebler
F. B. Traxler

Mrs. David Doty

STATE OF OHIO

Williams COUNTY } ss.

Be it remembered, that on this 17 day of July, 1936, personally appeared before me, the undersigned, a Notary Public in and for said County, the above named Mrs. David Doty

grantor, in the foregoing grant and acknowledged the execution thereof to be her voluntary act and deed. IN TESTIMONY WHEREOF, I have hereunto signed my name and affixed my official seal the day and year last mentioned above.

Notary Public, F. B. Traxler, Williams County, Ohio.

SEAL

F. B. Traxler

Commission Expires May 21, 1939

Transfer Not Necessary

Received for Record May 20, 1938, at 10:10 o'clock A. M.

Recorded May 20, 1938

Doc # 60

Charles C. ... Recorder

Vergie Rhyer Deputy

PRELIMINARY TITLE-TRACTS 3 & 4

Form O.E. 110

THIS AGREEMENT, made and entered into this 24 day of SEPTEMBER, A.D. 1971, by and between OTIS NESTER & ROSEMARY NESTER (HIS WIFE)

P.R. 1
Edon, Ohio 43518

and MURPHY OIL COMPANY 6161 Busch Blvd, Columbus, Ohio the Lessee,

1. WITNESSETH, That the said Lessee, in consideration of the sum of one dollar, the receipt of which is hereby acknowledged, and of the covenants and conditions hereinafter set forth, has granted, sold, conveyed and confirmed, and under the lease hereinafter described, together with the royalty rights to drill for, produce and market all oil and gas and their condensates and also the right to enter thereon at all times for the purpose of drilling and operating for all gas and water and to prevent, use and convey to such oil and gas produced as to quantity and composition in running the above named production hereinafter by pipe line or otherwise for a term of ten (10) years and so much longer thereafter as oil, gas, or their condensates are produced in paying quantities thereon, or operations are maintained on, all of that certain tract of land situated in Lot No. 31 & 32

Sec. No. 31 & 32 Township of FLORENCE County of WILLIAMS and State of OHIO bounded substantially as follows:

On the North by the lands of N.W. 1/4 SECTION 31 - T7N - R1E - 40 ACRES
On the East by the lands of S.W. 1/4 SECTION 32 - T7N - R1E - 50 ACRES
On the South by the lands of T.P. 44

On the West by the lands of NINETY

containing NINETY acres, more or less, being all situated within the Township of FLORENCE, County of WILLIAMS, State of OHIO, and that the said Lessee, in consideration of the sum of one dollar, the receipt of which is hereby acknowledged, and of the covenants and conditions hereinafter set forth, has granted, sold, conveyed and confirmed, and under the lease hereinafter described, together with the royalty rights to drill for, produce and market all oil and gas and their condensates and also the right to enter thereon at all times for the purpose of drilling and operating for all gas and water and to prevent, use and convey to such oil and gas produced as to quantity and composition in running the above named production hereinafter by pipe line or otherwise for a term of ten (10) years and so much longer thereafter as oil, gas, or their condensates are produced in paying quantities thereon, or operations are maintained on, all of that certain tract of land situated in Lot No. 31 & 32

2. In consideration of the premises the said parties covenants and agree as follows:
Lessee to deliver to the credit of the Lessor in cash or plus then overpaid (10) of the oil produced and saved from this production.
Lessor to credit the field market price per thousand cubic feet for oil and (10) of all gas produced from said production, and the same to be paid for on or before the 20th day of the month following in which same is marketed.

3. Lessee to commence a well on said premises within 90 DAYS from this date or pay to Lessor NINETY Dollars (\$ 90.00) each year, payable quarterly thereafter until said well is completed or the lease is terminated, but the completion of a well upon said lands unproductive of oil or gas in paying quantities shall be considered as the equivalent of and regarded as the tender of such rental for a period of one year thereafter and in no event shall the rental be less than \$100.00 per year after the drilling of a dry hole or the expiration of the primary term provided for in the written lease. In the event gas can be produced, but due to a lack of transportation facilities or lack of refining facilities same cannot be marketed, Lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, an amount equal to the market rental provided in paragraph 2 of this lease, and while said royalty is so paid or tendered the lease shall be held as a production. Lessee shall however, that Lessee or his assigns in seven (7) days written notice of the failure to pay said rental and they are not to be held within said 15 days.

4. Lessor shall bury, when so requested by Lessee, all pipe lines used to conduct gas or oil off the premises and pay all damages to property caused by operations under this lease, and damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

5. Lessor may lay a line in any way well on said lands and take gas produced from said well for use for light and heat in one dwelling house on said lands and for use for light and heat in the other two dwelling houses on said lands, but all gas in excess of two hundred thousand cubic feet taken in each year shall be paid for at the current published rate in the town nearest the premises above described and the measurement and regulations shall be by meter and regulators set at top on the line. This price is upon the condition that Lessee shall subscribe to and be bound by the meter and regulators and the Lessee willing to the use of first gas.

6. The Lessee at any time may notify the Lessor in writing at Lessee's last known address, by registered mail, of the Lessee's intention to use any well located on the leased premises and the leased premises for any and all of the purposes hereinafter provided of injecting, storing or holding in storage, and removing, gas, oil, in and from any wells, surface or operations underlying the premises, and upon the giving of such notice the Lessee may use any such well and the leased premises for any and all of said purposes. The Lessee shall pay to the Lessor a rental of \$200.00 each year for each such well while so used provided that the rental for the first year for a well so used shall be equivalent to the market rental currently payable to the Lessor for gas storage purposes on the leased premises, but if a well used by the Lessee for any of the gas storage purposes hereinafter provided shall be located on other lands and such well shall be located within one mile of any line of the leased premises, the Lessee may give the written notice to the Lessee of its intention to use the leased premises for any of the gas storage purposes, and thereupon may use the leased premises for said purposes and shall be the sole judge as to whether gas is being stored or held in storage within the leased premises. The rental each year for such use shall be the same amount as, but in lieu of, the other rental hereinafter provided to be paid to continue the lease in effect until the commencement of a producing well or a well used for gas storage purposes were drilled on the leased premises; provided, that if a well is thereafter drilled and used for any of the gas storage purposes on the leased premises the rental for each additional well so drilled and used, if the Lessee ceases to use a well for gas storage purposes but continues to use the premises for such purposes and there shall be no other well located thereon, the rental for such use shall be the same rental hereinafter provided. All said rentals and well rentals may be paid by the Lessee to the Lessor by check or cash.

7. The Lessor hereby grants to the Lessee the right to consider the leased premises or parts thereof with other lands to form an oil and gas development unit of not more than was bounded by (100) acres for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the purposes of all the provisions of this lease to the same effect as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the acreage of the lands on which such well is located may be used for use in one dwelling house on each owner's land in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the oil and gas storage hereinafter provided, that formation of such 10 acre unit which the acreage herein leased, when to the total amount of acreage comprising said development unit. If said development unit shall thereafter be used for gas storage purposes the well rental or land rental hereinafter provided for such unit shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each such parcel bears to the entire acreage of said unit.

8. It is agreed that the acreage rental or royalty on any well, or wells, paid and to be paid as herein provided are and will be accepted by Lessor as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well or wells or other producing wells on or adjoining adjacent premises.

9. Should it be determined that Lessee is not the owner of the entire tract above described then and thereupon Lessee shall receive a proportionate amount in accordance with the rentals and royalties for any fraction of the above premises owned.

10. Payment of all moneys due on this lease may be made by cash or check, to EDGEMONT STATE BANK Co by deposit to the credit of LESSOR ADDRESS ABOVE and mailed to ADDRESS ABOVE.

11. Lessor agrees that Lessee is to have the privilege of using, without oil, gas or water, for fuel, in operating purposes and the right at any time to remove any machinery or fixtures placed on said premises and further upon the payment to the Lessor of any dollar and all moneys due hereunder, said Lessee shall have the right to surrender this lease or any portion thereof by written notice to Lessee describing the portion of the above lands that is to be surrendered or by returning to Lessor the lease with the undersigned of signature thereon as recording the surrender of this lease on the records of the county wherein, either of which shall be a full and final surrender of this lease, to all oil and gas or such portion thereof as said surrender shall indicate and a cancellation of all obligations under lease of cash and all parties hereto, the grant indicated on said surrender, and the acreage rental hereinafter provided for such unit shall be reduced in proportion to the acreage surrendered. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a certified copy thereof.

12. All covenants and conditions between the parties herein shall extend to their heirs, executors, administrators and assigns and the Lessee hereby warrants and agrees to defend the title to the leased lands described; Lessor further agrees that Lessee shall have the right in any time to require the Lessor, or otherwise assign, for payment of moneys or any other due, upon the above described lands, which in any manner affect the Lessee's interest therein by the grant of default of payment by Lessor and he covenants in full to all the rights of the holder thereof the same as if Lessee were the original owner of said premises or fee.

Any additions to the above agreement that are noted on the reverse side are a part of this lease and are agreed to by both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Signed and Acknowledged in the presence of:

OTIS NESTER
ROSEMARY NESTER

OTIS NESTER
ROSEMARY NESTER

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PRELIMINARY TITLE - TRACTS 5 & 6

TRACTS 5 & 6

LIEN SEARCH
David L. Nester, AKA David Nester
R.1 T.7 S.31 TR.6 47.18A
County Road H

Title Vested In:

David L. Nester, AKA David Nester
By virtue of a Warranty Deed
From: W & H F Inc. a Corporation incorporated under the laws of the State of Ohio
Dated: September 22, 1980
Filed: September 22, 1980 at 11:07 A.M. O'clock
Deed Record Volume 261, Page 690 Williams County Recorder's Office

By virtue of a Quit Claim Deed
From: Rebecca A. Nester, an unmarried women of legal age.
Dated: December 28, 1987
Filed: December 28, 1987 at 10:55A.M. O'clock
Deed Record Volume 279, Page 685 Williams County Recorder's Office

By virtue of a Quit Claim Deed
From: Roxanna Nester, an unmarried women of legal age and former wife of the Grantee herein
Dated: January 10, 2002
Filed: January 14, 2002 at 3:22 P.M. O'clock
Official Record Volume 98, Page 70 Williams County Recorder's Office

Description:

Situated in the Northeast Quarter Section 31, Town 7 North, Range 1 East, Florence Township, Williams County, Ohio. More specifically described as follows: Commencing at a railroad spike over a stone in place at the Northeast corner of the Northeast Quarter of said Section 31; thence North 89°55' West (assumed bearing) along the centerline of County Road "H" 825.43 feet to a ¼ inch iron pin set this survey; thence South 48°21'20" West along the centerline of County Road "H" 658.15 feet to the true point of beginning; said point being a railroad spike set this survey; thence South 0°00'40" East 2197.67 feet to a 1 inch iron anchor post set in concrete found this survey; thence North 89°59'20" West 1317.68 feet to a ¼ inch iron pin set this survey; thence North 0°00' East 1444.41 feet to a railroad spike set this survey; said point being the centerline of County Road "H"; thence North 74°31'40" East along the centerline of County Road "H" 248.97 feet to a PK nail and shiner set this survey; thence North 72°49'20" East along the centerline of County Road "H" 479.93 feet to a ¼ inch iron pin set this survey; thence North 48°02' East along the centerline of County Road "H" 380.63 feet to a PK nail and shiner set this survey; thence North 49°47'20" East along the centerline of County Road "H" 252.88 feet to a PK nail and shiner set this survey; thence North 48°21'20" East along the centerline of County Road "H" 191.11 feet to the point of beginning. Containing 52.18 acres more or less. Subject to public road right-of-way and all easements on record.

Reference is hereby made to a survey prepared by Lawrence R. Eriksen recorded in Volume 8R, Page 159 in the office of the Williams County Engineer, Bryan, Ohio.

SAVING AND EXCEPTING THEREFROM the following described parcel of real estate, to-wit:

A parcel of land being part of the Northeast Quarter of Section 31, Township 7 North, Range 1 East, Florence Township, Williams County, Ohio and being more particularly described as follows: Commencing at a railroad spike found, at the Northeast corner of the Northeast Quarter of Section 31; Thence North 89°53'51" West, on the centerline of County Road H, for a distance of 825.61 feet, to a 5/8" iron pin found; Thence South 48°22'49" West, on the centerline of County Road H, for a distance of 849.12 feet, to a railroad spike found; Thence South 49°47'50" West, on the centerline of County Road H, for a distance of 252.87 feet, to a railroad spike found; Thence South 48°02'30" West, on the centerline of County Road H, for a distance of 122.61 feet, to a railroad spike set, being the TRUE POINT OF BEGINNING for the parcel herein described; Thence South 00°00'00" West, for a distance of 26.90 feet, to a 5/8" X 30" iron pin and reference cap set; Thence continuing South 00°00'00" West, for a distance of 749.29 feet, to a 5/8" X 30" iron pin and reference cap set; Thence South 90°00'00" West, for a distance of 338.99 feet, to a 5/8" X 30" iron pin and reference cap set; Thence North 00°00'00" East, for a distance of 537.27 feet, to a 5/8" X 30" iron pin and reference cap set; Thence continuing North 00°00'00" East, for a distance of 20.93 feet, to a point on the centerline of County Road H; Thence North 72°49'20" East, on the centerline of County Road H, for a distance of 154.00 feet, to a ¼" iron pin found; Thence North 48°02'30" East, on the centerline of County Road H, for a distance of 258.00 feet, to the TRUE POINT OF BEGINNING of the parcel

PRELIMINARY TITLE - TRACTS 5 & 6

herein described, containing 5.001 acres of land, more or less, excepting therefrom all legal easements, zoning restrictions and legal highways of record. The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.

Reference is hereby made to a survey made by Chester A. Miller, Registered Surveyor No. 6691 and recorded in Vol. 19R, Page 26 of the Williams County Record of Surveys. Parcel No. 071-310-00-003.000

Mortgage:

from David L. Nester, an unmarried man, to AgCredit Agricultural Credit Association, in the open-end amount of \$640,000.00, dated May 18, 2016, filed for record May 31, 2016 in Official Record Volume 314, page 3440. Said mortgage includes other real estate not of this lien search.

Taxes:

The taxes for the first half of the year 2025 in the amount of \$1,057.08 + *43.42 + **31.80 + ***9.05 = \$1,141.35 and all prior taxes and assessments are fully paid.

The taxes for the second half of the year 2025 are a lien and are due and payable as follows:

Due July, 2026

\$874.88

43.42 *Code #11-444

31.80 **Code #11-621

9.05 ***Code #40-777

\$959.15

The taxes for the year 2026 are a lien against said premises but have not yet been determined and spread upon the tax duplicates.

"Subject to increases in taxes and valuation due to vote levies and/or revaluation not yet certified by the County Auditor and/or revaluation made under an action brought pursuant to Sec. 5715.19 O.R.C."

Said premises are listed at the following valuations for taxation purposes:

Parcel No. 071-310-00-003.000

Land only - \$56,810.00

Special Assessment:

*Code #11-444 Tamarack Main (2011) Ditch Assessment, determined yearly.

**Code #11-621 Bear Creek (2011) Ditch Assessment, determined yearly.

***Code #40-777 St. Joe Watershed Perm Main (2006) Ditch Assessment, determined yearly.

Easements and Restrictions:

from David L. Nester and Rebecca A. Nester to Dome Pipeline Corporation, an Ohio Corporation, as recorded in Deed Record Volume 247, page 923 on Parcel 2 only. A copy is attached.

from James E. Stark, Sr. and Kathleen A. Stark to Dome Pipeline Corporation, an Ohio Corporation, as recorded in Deed Record Volume 251, page 470. A copy is attached.

Said easements were assigned by Dome Pipeline Corporation of Ohio to Dome Pipeline Corporation, a Delaware Corporation as recorded in Miscellaneous Record Volume 11, page 514 in the office of the Williams County, Ohio Recorder.

Lease:

Oil and Gas Lease from Otis Nester and Rosemary Nester, his wife, to Murphy Oil Company, dated September 24, 1971, filed for record February 18, 1972 in Lease Volume 17, page 319. A copy is attached.

CAUV Note:

"Captioned parcels are currently receiving a CAUV tax credit. Therefore, any change in the usage of the Land, failure to apply and/or re-apply on an annual basis may result in a recoupment fee charged to the then current owner at a later date. The Company assumes no liability for any such recoupment."

PRELIMINARY TITLE - TRACTS 5 & 6

Pending Suit:

There is pending in the Probate Court of Williams County, Ohio, the Estate of David L. Nester, who died December 21, 2025, under Case Number 20261007. The Last Will and Testament of said decedent was filed and admitted to probate on January 12, 2026. Letters of Authority were issued to Joshua Nester and Colin Nester as Co Executors of said estate, with power to sell real estate on January 13, 2026. A Certificate of Service of Notice of Will was filed January 12, 2026. A Certification of Notice to Administrator of Medicaid Estate Recovery Program was filed January 15, 2026. Nothing further has been filed.

NOTE: We do not represent the presence or absence of liens in favor of the State of Ohio for Medicaid assistance if those liens are not actually of public record.

Dated this 2nd day of July, 2026 at 8:30 A.M. O'clock.

NEWCOMER, SHAFFER, SPANGLER & BREININGER

BY:


Ryan S. Breininger

PL# 073560-00001

RSB:dab

PRELIMINARY TITLE - TRACTS 5 & 6

001.000
133417 ✓
DOME-OHIO

TRACT NO. 3 & 4

PIPELINE EASEMENT

THE UNDERSIGNED, whether one or more, hereinafter called the GRANTOR, being the owner of, or having an interest in, land situated in the County of Williams, State of Ohio, more fully described in two Warranty Deed's recorded in Volume 230, page 191 and Volume 240, page 816 for and in consideration of the sum of

Two hundred fifty and no/100-----Dollars (\$250.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys unto DOME PIPELINE CORPORATION OF OHIO, an Ohio Corporation, whose tax mailing address is Box 400, 214 East Thayer Avenue, Bismarck, North Dakota 58501, hereinafter referred to as GRANTEE, its successors and assigns, the right, privilege and easement for a Right-of-Way fifty (50) feet in width to survey, construct, maintain, inspect, operate, protect, repair, alter, replace, change the size of or remove, two pipelines and appurtenances thereto, as hereinafter provided, for the transportation of liquids, gases or solids, along a route to be selected by GRANTEE, upon, across, over and under the following described land:

The East Half of the Northeast Quarter (E/2 NE/4) of Section 31, Township 7 North, Range 1 East.

Said 50 foot strip is described as being 25 feet on either side of the following described reference line:

Beginning at a point on the West line of the East Half of the Northeast Quarter of Section 31, approximately 1334 feet North of the Southwest corner thereof; thence N 82° 18' 10" E, a distance of approximately 1344 feet to a point on the East line of the East Half of the Northeast Quarter of said Section 31, said point being approximately 1101 feet South of the Northeast corner thereof, containing 1.55 acres, more or less.

Design all mine-ml-11-11-511
together with the right of ingress to, and egress from, said premises across the adjacent lands of the GRANTOR, for purposes reasonable and incidental to GRANTEE'S use of said Right-of-Way. GRANTEE may temporarily use additional work space adjacent to said fifty foot Right-of-Way, at certain locations where needed during construction, maintenance and removal of its pipelines and appurtenances.

THE PARTIES FURTHER AGREE:

1. USE OF RIGHT-OF-WAY BY GRANTOR. GRANTOR reserves the right to cultivate and use the ground within said Right-of-Way, provided that such use shall not interfere with or obstruct GRANTEE in its exercise of its rights or privileges, or create any actual or potential hazard to the pipelines and related facilities ultimately installed in said Right-of-Way.

2. ADDITIONAL CONSIDERATION. Before the installation of the initial pipeline, and not later than two (2) years from the date hereof, the GRANTEE will pay the GRANTOR, in person, or by certified mail addressed to GRANTOR at Route 1, Eden, Ohio

an additional sum of Two thousand seventy five and no/100----- Dollars (\$2,075.00), as complete and total payment for the easement granted. If this additional sum is not tendered, this easement and all rights herein shall terminate.

3. ADDITIONAL PIPELINE. It is understood and agreed that the additional sum expressed in Clause 2 above, when paid or tendered to GRANTOR, shall be in full payment for the first pipeline and appurtenances to be installed. If the GRANTEE, or its successors or assigns, shall elect to construct one additional line of pipe and appurtenances within the described Right-of-Way, whether during or after the initial construction period, the GRANTEE, or its successors or assigns, will pay the owner of the land, subject to this easement, a payment equal to the additional sum plus a payment for appreciation of 5% of the said additional sum, for each full calendar year elapsed since the date of this easement grant, but such payment for appreciation shall not exceed 50% of said additional sum. The payment required herein shall be paid or tendered, in full, before such construction is undertaken by the GRANTEE. Damages shall be paid after each construction program is completed, in accordance with Clause 5 herein.

Received for Record March 29 1976 At 12:15 PM.
Recorded March 29 1976 In Record of Easements
Fee \$ 4.25 Don D. Reaney, Williams County Recorder
By W. Marshall Vol. 247 Page 923 *enc. in drawer*

PRELIMINARY TITLE - TRACTS 5 & 6

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4. **DEPTH OF PIPELINES.** The GRANTEE shall initially bury the pipeline, or pipelines at a depth necessary to cross under any drain tile cut during construction of said pipelines, and to provide a minimum cover of thirty six (36) inches in all cases, except where solid rock strata is encountered at a lesser depth, in which case a minimum cover of twenty four (24) inches will be provided.

5. **DAMAGES.** GRANTEE shall pay GRANTOR or GRANTOR'S tenants, as their respective interests may appear, for all damages to growing crops, grasses, trees, shrubbery, livestock, fences or buildings, caused by the operations or activities of the GRANTEE, whether in connection with the construction of the pipelines or future operations and activities of the GRANTEE. GRANTEE shall have the right to clear, and keep cleared, all trees, undergrowth and other obstructions from the Right-of-Way, and after the first pipeline has been installed, GRANTEE shall not be liable for damages for clearing trees and undergrowth from the Right-of-Way.

After the pipe trench is backfilled, rock shall be removed from the trench to a depth of eighteen (18) inches or to the depth of rock existing in directly adjacent undisturbed areas, whichever is the lesser depth. Such rock removed, together with other rock brought to the surface by GRANTEE'S operations shall be removed from the Right-of-Way and, at GRANTEE'S election, shall be deposited on the premises at a place to be designated by GRANTOR, or removed from said premises. The word "rock", as used herein, shall not include sand, gravel, or rock three (3) inches, or less, in diameter.

If the amount of any damages which GRANTOR may sustain as a result of GRANTEE'S exercise of rights hereunder cannot be mutually agreed upon, the same shall be ascertained and determined by three (3) disinterested persons; one to be appointed by GRANTOR, one by GRANTEE, and a third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

6. **DRAINAGE SYSTEMS.** All tile or other drainage systems that are cut or disturbed by the GRANTEE'S exercise of any rights granted herein shall be repaired and restored to their previous operable condition by GRANTEE, at its sole cost, in a good and workmanlike manner.

7. **CROSSOVERS AND FENCES.** During construction suitable crossovers shall be installed over the pipe trench as needed and/or reasonably requested by GRANTOR. All fences that are cut or disturbed shall be repaired by GRANTEE in a good and workmanlike manner. Before a fence is cut by GRANTEE, it shall be properly supported on either side of the contemplated opening by suitable posts and braces and temporary gates shall be provided at fence openings where required.

8. **RESTORATION OF CONSTRUCTION AREA.** The GRANTEE shall, insofar as is practicable, restore the surface of the construction area to its original grade and condition, except that earth shall be mounded over the pipe trench to compensate for settlement of the backfill, and employ accepted methods to prevent surface erosion.

If, within five years subsequent to the construction of any pipeline by the GRANTEE, or its successors or assigns upon said premises, the GRANTOR then reasonably determines that said construction has caused a soil and/or crop deficiency, compared to the fertility and/or crop yield of the GRANTOR'S lands and/or crops immediately adjacent and comparable thereto, then the GRANTEE will reimburse the GRANTOR for such crop deficiency and, in addition, reimburse the GRANTOR for the cost of restoring said premises to the level of fertility of his adjacent land. Written notice of any such soil and/or crop deficiency shall be given to the GRANTEE by the GRANTOR during the growing season, and said GRANTEE shall have the GRANTOR'S permission and a reasonable opportunity to inspect said crops. At GRANTEE'S request, GRANTOR shall harvest said crops from the construction area separately from adjacent areas and furnish GRANTEE with records of separate yields from each area. GRANTEE, at its election, may monitor such harvest and audit GRANTOR'S records.

9. **DISCONTINUANCE OF USE.** If the use of any pipeline constructed by GRANTEE in the easement area is discontinued, GRANTEE shall have the right, but shall not be required, to enter upon said premises and remove such pipeline and appurtenances thereto. If the use of both pipelines is discontinued for a continuous period of two (2) years, GRANTEE, its successors or assigns, shall furnish, at its expense, a release of the easement.

10. **CORRECTIVE DOCUMENTS.** The GRANTOR agrees to execute and deliver to GRANTEE, without additional compensation, any additional documents needed to correct the legal description of the easement area to conform to the Right-of-Way actually occupied by the initial pipeline.

11. **ASSIGNMENT AND COVENANT BY PARTIES.** The rights of either party may be assigned in whole or in part and the assignor shall be released from any future obligations under any assigned portion of this easement. The terms and provisions hereof shall constitute covenants running with the land and shall be binding upon, and inure to the benefit of the parties hereto, their successors, assigns, personal representatives and heirs.

12. **GRANTOR'S TITLE.** GRANTOR warrants that he is the owner of the above described lands, and has full right and authority to enter into and deliver this easement. This instrument may be executed in counterparts and each counterpart shall constitute a separate agreement between the parties thereto. Any payment provided hereunder shall be in proportion to GRANTOR'S interest in the undivided fee simple estate.

13. **WRITTEN NOTICE.** Any written notice or payment required under this easement may be delivered personally or mailed to the respective addresses shown for GRANTEE and GRANTOR on the first page of this instrument, unless written notice of a change of address has been furnished by the party requesting such change.

PRELIMINARY TITLE - TRACTS 5 & 6

14. TENANCY. GRANTOR represents that the above described premises IS NOT rented to
(is or is not)

on a _____
(cash or crop)
basis, for a term ending the _____ day of _____, 19____.

15. ENTIRE AGREEMENT. This instrument contains the entire agreement of the parties and there are no other, or different, agreements or understandings between the GRANTOR and the GRANTEE, or its agents. The GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the GRANTEE, or its agents, except as are set forth herein.

WITNESSES:

Omer G. Keller
(Omer G. Keller)
James T. Williamson
(James T. Williamson)
Tamera R. Alpaugh
(Tamera R. Alpaugh)
Lawrence J. Glette
(Lawrence J. Glette)

Executed the 12 day of MARCH, 1976.

GRANTOR:

David L. Nester
(David L. Nester)

Rebecca A. Nester
(Rebecca A. Nester)

TENANT'S CONSENT

The undersigned tenant in possession of the land described in the foregoing instrument, hereby adopts and joins in its execution, and consents to the enjoyment by the GRANTEE of the rights therein granted to it.

Executed the _____ day of _____, 19____.

WITNESSES:

TENANT:

None

ACKNOWLEDGMENT

STATE OF OHIO }
COUNTY OF WILLIAMS } SS:

On this 12 day of MARCH, 1976, before me, the undersigned Notary Public in and for said County and State, personally appeared

DAVID L. NESTER

to me known to be the person L named in, and who executed the foregoing instrument, and acknowledged that HE executed the same as his voluntary act and deed.

OMER G. KELLER
Notary Public, Williams County, Ohio
My Commission Expires April 13, 1979

Omer G. Keller
(Omer G. Keller) Notary Public

SEAL

ACKNOWLEDGMENT

STATE OF OHIO }
COUNTY OF WILLIAMS } SS:

On this 12 day of MARCH, 1976, before me, the undersigned Notary Public in and for said County and State, personally appeared

REBECCA A. NESTER

to me known to be the person L named in, and who executed the foregoing instrument, and acknowledged that SHE executed the same as her voluntary act and deed.

TAMERA R. ALPAUGH
Notary Public, Williams County, Ohio
My Commission Expires February 7, 1979

Tamera R. Alpaugh
(Tamera R. Alpaugh) Notary Public

THIS INSTRUMENT PREPARED BY DOME PIPELINE CORPORATION OF OHIO.

Check Nos. 2930

Tract No. 3 & 4
VOL. 247 PAGE 925

PRELIMINARY TITLE - TRACTS 5 & 6

138130 ✓

Tract No. 2

VOL. 251 PAGE 470

PIPELINE EASEMENT

THE UNDERSIGNED.

whether one or more, hereinafter called the GRANTOR, being the owner of, or having an interest in, land situated in the County of Williams, State of Ohio, more fully described in Warranty Deed recorded in Volume 234, Page 614 of Deed Records for and in consideration of the sum of Three Thousand Seven Hundred Fifty no/100----- Dollars (\$ 3,750.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys unto DOME PIPELINE CORPORATION OF OHIO, an Ohio Corporation, whose tax mailing address is Box 400, 314 East Thayer Avenue, Bismarck, North Dakota 58501, hereinafter referred to as GRANTEE, its successors and assigns, the right, privilege and easement for a Right-of-Way fifty (50) feet in width to survey, construct, maintain, inspect, operate, protect, repair, replace, change the size of or remove no more than two pipelines and appurtenances thereto, at any time, for the transportation of liquids, gases or solids, consisting of petroleum and/or natural gases and the derivatives of either or both, across and under the following described land; as shown on Exhibit "A", attached hereto and made a part hereof.

Ingress and egress to the Right-of-Way herein granted shall be limited to its terminal points and existing roads.

THE PARTIES FURTHER AGREE:

1. USE OF RIGHT-OF-WAY BY GRANTOR. GRANTOR reserves the right to cultivate and use the ground within said Right-of-Way, provided that such use shall not interfere with or obstruct GRANTEE in its exercise of its rights or privileges, or create any actual or potential hazard to the pipelines and appurtenances ultimately installed in said Right-of-Way.

It is specifically understood that the GRANTORS are granting an easement only as herein described, and that GRANTORS, their heirs, successors and assigns, shall have the right to construct roadways, sidewalks, curbs, sewer lines, water mains and any other public

Received for Record May 11 1977 At 4:00 PM
Recorded May 11 1977 In Record of Deeds
Fee \$ 11.00 W. W. Schlegel Williams County Recorder
by V. Marshall

Sum in drawer

PRELIMINARY TITLE - TRACTS 5 & 6

utilities in, upon and across said strip of land above described, said improvements to be so constructed so as not to interfere with GRANTEE'S exercise of the rights herein granted.

2. DEPTH OF PIPELINES. The GRANTEE shall initially bury the pipeline, or pipelines at a depth necessary to cross under any drain tile cut during construction of said pipelines, and to provide a minimum cover of forty eight (48) inches in all cases, except where solid rock strata is encountered at a lesser depth, in which case a minimum cover of twenty four (24) inches will be provided.

3. DAMAGES. GRANTEE shall pay GRANTOR or GRANTOR'S tenants, as their respective interests may appear, for all damages to growing crops, grasses, trees, shrubbery, livestock, fences or buildings, caused by the operations or activities of the GRANTEE, whether in connection with construction of the pipelines or future operations and activities of the GRANTEE. GRANTEE shall have the right to clear, and keep cleared, all trees, undergrowth and other obstructions from the Right-of-Way, and after the first pipeline has been installed, GRANTEE shall not be liable for damages for clearing trees and undergrowth from the Right-of-Way. This right shall not be construed to prevent the planting and harvesting of crops or the construction of cross fences.

After the pipe trench is backfilled, rock shall be removed from the trench to a depth of eighteen (18) inches or to the depth of rock existing in directly adjacent undisturbed area, whichever is the lesser depth. Such rock removed, together with other rock brought to the surface by GRANTEE'S operations shall be removed from the Right-of-Way and, at GRANTOR'S election, shall be deposited on the premises at a place to be designated by GRANTOR, or removed from said premises. The word "rock", as used herein, shall not include sand, gravel, or rock three (3) inches, or less, in diameter.

If the amount of any damages which GRANTOR may sustain as a result of GRANTEE'S exercise of rights hereunder cannot be mutually agreed upon, the same shall be ascertained and determined by three (3)

PRELIMINARY TITLE - TRACTS 5 & 6

251 PAGE 472

disinterested persons; one to be appointed by GRANTOR, one by GRANTEE, and a third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

4. DRAINAGE SYSTEMS. All tile or other drainage systems that are cut or disturbed by the GRANTEE'S exercise of any rights granted herein shall be repaired and restored to their previous operable condition by GRANTEE, at its sole cost, in a good and workmanlike manner, and shall be in accordance with the standards set forth in the Guide for Drainage Repair, recorded in Volume 10, Page 765 of the Miscellaneous Records, Office of the Williams County Recorder, Williams County, Ohio.

5. CROSSEOVERS AND FENCES. During construction suitable crossovers shall be installed over the pipe trench as needed by GRANTOR. All fences that are cut or disturbed shall be repaired by GRANTEE in a good and workmanlike manner. Before a fence is cut by GRANTEE, it shall be properly supported on either side of the contemplated opening by suitable posts and braces and temporary gates shall be provided at fence openings where required.

6. ABOVE-GROUND APPURTENANCES. There shall be no above-ground appurtenances except markers, vent pipes at road or railroad crossings, and electrolysis test station posts that are installed on the easement which shall be located at fence lines, tree rows, top banks of streams or at other such locations so as not to interfere with GRANTOR'S farming operations.

7. RESTORATION OF CONSTRUCTION AREA. The GRANTEE shall, insofar as is practicable, restore the surface of the construction area to its original grade and condition, except that earth shall be mounded over the pipe trench to compensate for settlement of the backfill, and employ accepted methods to prevent surface erosion.

If, within five years subsequent to the construction of any pipeline by the GRANTEE, or its successors or assigns upon said premises, the GRANTOR then reasonably determines that said construction has caused a soil and/or crop deficiency, compared to the fertility and/or crop yield of the GRANTOR'S lands and/or crops immediately adjacent and comparable thereto, then the GRANTEE will reimburse the GRANTOR for such crop deficiency and, in addition, reimburse the

PRELIMINARY TITLE - TRACTS 5 & 6

GRANTOR for the cost of restoring said premises to the level of fertility of his adjacent land. Written notice of any such soil and/or crop deficiency shall be given to the GRANTEE by the GRANTOR during the growing season, and said GRANTEE shall have the GRANTOR'S permission and a reasonable opportunity to inspect said crops.

8. SIZE OF THE PIPELINES. It is agreed that the pipelines to be initially constructed under the terms of this easement shall not exceed 12.750 inches and 10.750 inches in diameter, and never exceed 20 inches in diameter.

9. DISCONTINUANCE OF USE. If the use of any pipeline constructed by the GRANTEE in the easement area is discontinued, GRANTEE shall have the right, but shall not be required, to enter upon said premises and remove such pipeline and appurtenances thereto. If the use of both pipelines is discontinued for a continuous period of two (2) years, GRANTEE, its successors or assigns, shall furnish, at its expense, a release of the easement.

If the GRANTEE elects to remove any pipeline and appurtenances thereto, the premises shall be restored as nearly as practicable to the condition existing prior to removal, and GRANTEE shall pay to GRANTOR any actual damages caused to the premises.

10. INDEMNITY. GRANTEE does further agree to indemnify and save harmless GRANTOR, his heirs, legal representatives and assigns, from and against all claims, injury, suits, damages, costs, losses and expenses, including attorney's fees, in any manner resulting from or arising out of the laying, maintenance, removal, repair, use or existence of the pipelines, whether heretofore or hereafter laid, including the breaking of the same or the leaking of oil or gas from same, EXCEPT where any claims, injury, suits, damages, costs, losses and expenses are caused by the negligence or intentional acts of GRANTOR, his heirs, legal representatives and assigns.

11. ASSIGNMENT AND COVENANT BY PARTIES. The rights of either party may be assigned in whole or in part and the assignor shall be released from any future obligations under any assigned portion of the easement, and inure to the benefit of the parties hereto, their

PRELIMINARY TITLE - TRACTS 5 & 6

70. 251 474

successors, assigns, personal representatives and heirs.

12. GRANTOR'S TITLE. GRANTOR warrants that he is the owner of the above described lands, and has full right and authority to enter into and deliver this easement. This instrument may be executed in counterparts and each counterpart shall constitute a separate agreement between the parties thereto. Any payment provided hereunder shall be in proportion to GRANTOR'S interest in the undivided fee simple estate.

13. WRITTEN NOTICE. Any written notice or payment required under this easement may be delivered personally or mailed to the GRANTOR whose address is R. R. #1 - Edon, Ohio

_____ and to the address shown for GRANTEE on the first page of this instrument, unless written notice of a change of address has been furnished by the party requesting such change.

14. TENANCY. GRANTOR represents that the above described premises is Not rented to _____
(is or is not)

_____ on a _____
(cash or crop)
basis, for a term ending the _____ day of _____, 19____.

15. ENTIRE AGREEMENT. This instrument contains the entire agreement of the parties and there are no other, or different, agreements or understandings between the GRANTOR and the GRANTEE, or its agents. The GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the GRANTEE, or its agents, except as are set forth herein.

IN WITNESS WHEREOF, GRANTORS have executed this instrument this 7 day of April, 19 77.

WITNESSES:

[Signature]
R. R. Sharp

GRANTORS:

[Signature]
James E. Stark
[Signature]
Kathleen A. Stark

PRELIMINARY TITLE - TRACTS 5 & 6

TENANT'S CONSENT. The undersigned tenant in possession of the land described in the foregoing instrument, hereby adopts and joins in its execution, and consents to the enjoyment by the GRANTEE of the rights therein granted to it.

Executed the _____ day of _____, 19____.

WITNESSES:

TENANT:

None

PRELIMINARY TITLE - TRACTS 5 & 6

Pl. 251 pag 476

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 19____ before me,
the undersigned Notary Public in and for said County and State,
personally appeared _____

to me known to be the person named in, and who executed the
foregoing instrument, and acknowledged that _____ executed the
same as _____ voluntary act and deed.

Notary Public

My Commission Expires:

_____, 19____.

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 19____ before me,
the undersigned Notary Public in and for said County and State,
personally appeared _____

to me known to be the person named in, and who executed the
foregoing instrument, and acknowledged that _____ executed the
same as _____ voluntary act and deed.

My Commission Expires:

_____, 19____.

Notary Public

ACKNOWLEDGEMENT

STATE OF Ohio }
COUNTY OF WILLIAMS } ss:

On this 7 day of April, 1977 before me,
the undersigned Notary Public in and for said County and State,
personally appeared James E. Stark, Sr., et ux Kathleen A.

HUSBAND AND WIFE

to me known to be the person named in, and who executed the
foregoing instrument, and acknowledged that _____ executed the
same as _____ voluntary act and deed.

SEAL

Omer G. Keller
Notary Public

Omer G. Keller

My Commission Expires:

Omer G. Keller
Notary Public, Williams County, Ohio
My Commission Expires April 29, 1977

THIS INSTRUMENT PREPARED BY DONE PIPELINE CORPORATION OF OHIO.

CHECK NOS. 50162

TRACT NO. 2

PRELIMINARY TITLE - TRACTS 5 & 6

TRACT NO. 2

EXHIBIT A

RIDER ATTACHED TO AND MADE A PART OF PIPELINE EASEMENT DATED April 7, 1977

BETWEEN DOME PIPELINE CORPORATION AND James E. Stark, Sr., et ux

A permanent easement and right of way 50 feet in width across the $W\frac{1}{2}$ NE $\frac{1}{4}$ and the $W\frac{1}{2}$ SE $\frac{1}{4}$ of Section 31, T 7 N, R 1 E of the 1st P.M., Williams County, Ohio, the limits of which extend to the property lines of said property, said limits running parallel with and lying, respectively, 20 feet to the left and 30 feet to the right of a survey line, the direction and location of said survey line being described as follows, to wit:

Assuming the West line of the $W\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 31 to have a bearing of Due North: beginning at a point on the West line of the $W\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 31, said point being measured Southerly along said West line a distance of 317 feet from the centerline of County Road "H", said road lying in the $W\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 31; THENCE N 82°18' E a distance of 1,327 feet to a point on the East line of the $W\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 31, said point being 1,334 feet North of the Southeast corner of the $W\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 31;

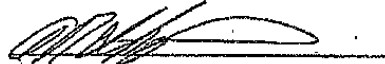
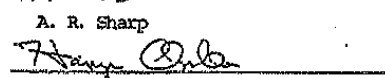
said easement and right of way containing 1.52 acres, more or less.

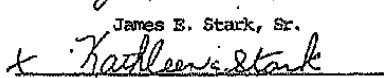
Grantee is restricted to the 50' Easement herein described, if any additional space is required for work area beyond the 50' Easement, Grantee to negotiate this matter separate from this agreement, with Grantor.

J.E.
J.E.

IN THE PRESENCE OF:

GRANTORS:


A. R. Sharp


x 
James E. Stark, Sr.
x 
Kathleen A. Stark

TENANT:

None

TRACT NO. 2

251 477

PRELIMINARY TITLE - TRACTS 5 & 6

0263-CT/Cs
6-21-78
265410-011-011

143481

ASSIGNMENT, CONVEYANCE AND ASSUMPTION

KNOW ALL MEN BY THESE PRESENTS, that DOME PIPELINE CORPORATION OF OHIO, an Ohio corporation (the "Assignor"), having an office at 3300 The Dome Tower, 333 - 7th Avenue S.W., Calgary, Alberta, Canada, T2P 7N1, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to be in hand paid by DOME PIPELINE CORPORATION, a Delaware corporation qualified to transact business in the State of Ohio (the "Assignee"), having an office at Box 400, Suite 300, 314 East Thayer Avenue, Bismarck, North Dakota 58501, receipt of which consideration is hereby acknowledged, does hereby sell, assign, transfer, convey, set over and deliver unto the Assignee, its successors and assigns, all of the right, title, interest, estate and privileges of the Assignor in, to and under each of the instruments specified in Schedule 1 hereto, and in, to and under all of the property, real, personal or mixed, specified in or intended to be conveyed to the Assignor pursuant to said instruments.

TOGETHER WITH all options and other rights, privileges or benefits belonging to or held by the Assignor appertaining thereto.

Received for Record June 29 1978 at 11:04 AM
Recorded July 29 1978 in record of
173 69 22 W.W. Schlegel W.I. County Recorder
by C. Bismarck N.D. & B

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In Corrective Amendment See Min. Vol. 13 pg. 488

PRELIMINARY TITLE - TRACTS 5 & 6

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TO HAVE AND TO HOLD all of the foregoing unto the Assignee, its successors and assigns, forever, subject, however, to all of the terms, conditions and provisions contained in said instruments or applicable to the property conveyed to the Assignor pursuant thereto.

The prior instrument references are set forth in Schedule 1 hereto.

The Assignor represents, warrants and covenants with the Assignee, its successors and assigns, that at the time of the enrolling and delivery of these presents the execution, delivery and performance of this instrument on the part of the Assignor has been duly authorized by the Board of Directors of the Assignor and by the sole stockholder of the Assignor, the Assignor is well and duly seized of the above described instruments and property with full right, power and authority to convey the same as herein provided and that the same is free from all encumbrances created or suffered by it whatsoever and, except as aforesaid, it will forever warrant and defend the same against all lawful claims whatsoever. The foregoing covenant shall survive indefinitely.

The Assignee hereby assumes and agrees to pay, perform and discharge, or cause to be paid, performed and discharged, and to hold the Assignor, its directors, officers, employees

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PRELIMINARY TITLE - TRACTS 5 & 6

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and agents harmless from and against, all debts, obligations, contracts and liabilities (past, present or future) of the Assignor under the instruments specified in Schedule 1 hereof or incurred by the Assignor as a result thereof. The foregoing covenant shall survive indefinitely.

At any time and from time to time hereafter, the Assignor will, upon the request and at the expense of the Assignee, do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged or delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney or assurances as may be required for the better assigning, transferring, granting, conveying, assuring and confirming to the Assignee, or for aiding and assisting in the collection of or reducing to possession by the Assignee, any of the instruments or property intended to be transferred hereby.

Notwithstanding anything to the contrary contained herein, no recourse or liability to or upon any representation, warranty or covenant contained herein shall be had against any officer, director, stockholder, agent or employee, past, present or future, as such, of any party hereto, either directly or through such party, under any rule of law, statute or constitution or by the enforcement of any assessment or penalty or by legal or equitable proceedings or otherwise.

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PRELIMINARY TITLE - TRACTS 5 & 6

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This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This instrument shall be governed by and construed in accordance with the laws of the State of Ohio. This instrument may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, this instrument has been duly executed and delivered by the parties hereto on June 22, 1978.

Witnessed in the Presence of:

J. Balling
John P. Henry

DOME PIPELINE CORPORATION
OF OHIO

By: C. S. Dunkley
Vice President
"C. S. DUNKLEY"

Attest: H. M. Eisenhower
Secretary "H. M. EISENHAUER"

SEAL

J. Balling
John P. Henry

DOME PIPELINE CORPORATION

By: C. S. Dunkley
Vice President
"C. S. DUNKLEY"

Attest: H. M. Eisenhower
Secretary "H. M. EISENHAUER"

SEAL

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PRELIMINARY TITLE - TRACTS 5 & 6

5

STATE OF OHIO }
COUNTY OF CUYAHOGA } SS.

BEFORE ME, a Notary Public in and for said County and State personally appeared the above named DOME PIPELINE CORPORATION OF OHIO by "C. S. DUNKLEY", its Vice President and "H. M. EISENHAUER", its Secretary, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said Corporation, and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 22nd day of June, 1978.

[Notarial Seal]

SEAL

Dorothy D. Palazzo
Notary Public

DOROTHY D. PALAZZO
Notary Public For Cuyahoga County, O.
My Commission Expires June 24, 1979

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PRELIMINARY TITLE - TRACTS 5 & 6

6

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State personally appeared the above named DOME PIPELINE CORPORATION by "O. S. DUNKLEY", its Vice President and "H. M. EISENHAUER", its Secretary, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said Corporation, and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 22d day of June, 1978.

[Notarial Seal]

SEAL

Donohue D. P.
Notary Public

DONOHUE D. P., Notary Public for Cuyahoga County, O.
My Commission Expires June 24, 1979

This instrument prepared by John W. Sager, Esq.,
Jones, Day, Reavis & Pogue
1700 Union Commerce Building
Cleveland, Ohio 44115

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PRELIMINARY TITLE-TRACTS 5 & 6

Form U.S. 1102

THIS AGREEMENT, made and entered into this 24 day of SEPTEMBER A.D. 1974 by and between OTIS NESTER & ROSEMARY NESTER (HIS WIFE)

EDDIE, OHIO 43518

and MURPHY OIL COMPANY 6161 BUSCH BLVD., COLUMBUS, OHIO the Lessee,

1. WITNESSETH, That the said Lessee, in consideration of the sum of one dollar, the receipt of which is hereby acknowledged, and of the covenants and agreements herein contained, does hereby grant unto the Lessor all of the oil and gas and other constituents of earth, in and under the land hereinafter described, together with the exclusive rights to drill for, produce and market oil and gas and their constituents and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water and to pump, gas and water to such of said premises as it may determine and convenient in removing the above named products therefrom by pipe lines or otherwise for a term of ten (10) years and in such longer thereafter as oil, gas, or their constituents are produced in paying quantities thereon, or operations are maintained on, all of that certain tract of land situated in Lot No. 31 & 32

Sec. No. 31 & 32 Township of FLORENCE County of WILLIAMS

and State of OHIO bounded substantially as follows:

On the North by the lands of N.W. 1/4 SECTION 31 - T1N - R1E - 40 ACRES

On the East by the lands of S.W. 1/4 SECTION 32 - T1N - R1E - 50 ACRES

On the South by the lands of T1S - R1E

On the West by the lands of NINETY (90) acres, more or less, being all the land owned by Lessor in said Township, provided, however, that if at the termination of said term, either primary or extended, there is a well in said land, then this lease shall continue in force as long as the drilling of such well is continued with reasonable diligence and to such longer thereafter as oil or gas or their constituents are found on said premises in paying quantities, in the judgment of the Lessee. In being understood, however, that no well shall be drilled within two hundred feet of the term or dwelling on said premises without the consent of Lessor.

2. In consideration of the premises the said Lessee covenants and agrees to follow:

Lessee to deliver to the credit of the Lessor in bank or place then designated 90 % of the oil produced and saved from the premises. Lessee to receive the field market price per thousand cubic feet for one-eighth (1/8) of all gas marketed from said premises, and the same to be paid for on or before the 15th day of the month following in which same is marketed.

3. Lessee to commence a well on said premises within 90 days from this date or pay to Lessor NINETY (90) dollars (\$90.00) each year, payable quarterly thereafter until said well is completed or this lease is surrendered; but the completion of a well upon said lands unproductive of oil or gas in paying quantities shall be considered as the equivalent of, and regarded as the tender of, such rental for a period of one year thereafter and in no event shall the written lease expire before one year after the drilling of a dry hole regarding the primary term provided for in the written lease. In the event gas can be produced, but due to a lack of transmission facilities or lack of marketing facilities, Lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, as royalty, an amount equal to the daily rental provided in paragraph 23 hereof, and which said royalty it is paid or tendered this lease shall be held as a production lease under paragraph 21 hereof. This lease shall terminate and said well for failure to pay rental for any period when same becomes due and payable, provided however that Lessee or his estate if given 10 days written notice of his failure to pay said rental and they are not paid within said 10 days.

4. Lessee shall bury, when so requested by Lessor, all pipe lines used in conducting gas or oil off the premises and pay all damage to growing crops, caused by operations under this lease, and damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, who thereupon be appointed by the Lessor, one by the Lessee and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

5. Lessee may lay a line in any gas well on said lands and take gas produced from said well for use for light and heat in one dwelling house on said land at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee. The first one hundred thousand cubic feet of gas taken in each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet taken in each year shall be paid for at the current published rates in the town nearest the premises above described and the measurements and regulations shall be by meter and regulations set at the tap, on the line. This privilege is upon the condition that Lessee shall subscribe to and be bound by the reasonable rules and regulations of the Lessor relating to the use of free gas.

6. The Lessee at any time may notify the Lessor in writing at Lessor's last known address, by registered mail, of the Lessee's intention to use a well located on the leased premises and the leased premises for any and all of the purposes hereinafter provided of injecting, storing or holding in storage, and removing gas into, in and from any waste, strata or formation underlying the premises, and upon the giving of such notice the Lessee may use any such well and the leased premises for any and all of said purposes. The Lessee shall pay to the Lessor a rental of \$200.00 each year for each such well while in use; provided that the rental for the first year for a well so used shall be equivalent to the one-eighth royalty payments to the Lessee, if more than \$200.00, for gas produced and marketed from such well during the consecutive periods of time aggregating 180 days per preceding the giving of such notice, and for each year thereafter a rental for such well to said equivalent to first year's rental, if more than \$200.00, reduced each year by the amount of \$200.00 until reduced to \$75.00, and for each year thereafter a rental of \$200.00 for such well as used. If there shall be no well used for gas storage purposes on the leased premises, but if a well used by the Lessee for any of the gas storage purposes hereinafter specified shall be located on other land and such well shall be located within one mile of any line of the leased premises, the Lessee may give the written notice to the Lessor of its intention to use the leased premises for any of the gas storage purposes, and thereupon may use the leased premises for said purposes and shall be the sole judge as to whether or not it is being stored or held in storage within the leased premises. The rental for each year for such well shall be the same amount as, but in lieu of, the other rental hereinafter provided to be paid to continue this lease in effect until the commencement of a well or of the use of the premises for any of the gas storage purposes and shall have the same effect of continuing this lease in force as though a producing well or a well used for gas storage purposes were drilled on the leased premises; provided, that if a well is thereafter drilled and used for any of the gas storage purposes on the leased premises the rental for such use of the leased premises, in lieu of the foregoing rental, shall be \$200.00 each year for the first year and the same with each year thereafter until a well is drilled and used for gas storage purposes on the leased premises; and if the Lessee ceases to use a well for gas storage purposes, the rental for such use shall be the same rental hereinafter provided. All land rentals and well rentals may be paid by the Lessee in quarterly installments.

7. The Lessee hereby agrees to the Lessee the right to consolidate the leased premises or parts thereof with other lands to form an oil and gas development unit of not more than boundary line 1600 acres for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the purposes of all the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the oil and gas from the lands on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessee agrees to accept, in lieu of the oil and gas royalty hereinafter provided, that proportion of such 1/8 royalty which the acreage herein leased bears to the total acreage of acre comprising said development unit. If said development unit shall thereafter be used for gas storage purposes the well rental or land rental hereinafter provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each such parcel bears to the entire acreage of said unit.

8. It is agreed that the acreage rentals or royalties on any well, or wells, paid and to be paid as herein provided set and will be accepted by Lessee as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well or wells to offset producing wells on adjacent or adjacent premises.

9. Should it be determined that Lessor is not the owner of the entire tract above described then and thereupon Lessee shall receive a proportional amount in accordance with the rentals and royalties for any fraction of the above premises owned.

10. Payment of all moneys due on this lease may be made by cash or check, to EDGEMONT STATE BANK CO by deposit to the credit of LESSOR ADDRESS ABOVE.

11. Lessee agrees that Lessee is to have the benefit of what sufficient oil, gas or water, for fuel, in operating premises and the right at any time to remove any machinery or fixture placed on said premises and further upon the payment to the Lessor of one dollar and all unpaid dues hereunder said Lessee shall have the right to surrender this lease or any portion thereof by written notice to Lessor describing the portion of the above tract that it elects to surrender or by returning to Lessor the lease with the endorsement of surrender thereof, or returning the surrender of this lease to the margin of the several terms, either of which shall be a full and legal surrender of this lease, to wit of said tract or such portion thereof as said surrender shall indicate and a cancellation of all liabilities under same of such and all parties hereto, to the extent indicated on said surrender, and the acreage rental hereinafter set forth shall be reduced in proportion to the acreage surrendered. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a certified copy thereof.

12. All covenants and conditions between the parties hereto shall extend to their heirs, assigns, successors and assigns and the Lessee hereby warrants and agrees to defend this title to the land herein described; Lessee further agrees that the Lessee shall have the right at any time to rescind for Lessor, or otherwise acquire by payment, any mortgage or any other lien upon the above described lands which in any manner affect the Lessee's interest therein in the event of default of payment by Lessor and to subordinate in full to all the rights of the holder thereof the same as if Lessor were the original owner of said mortgage or lien.

Any additions to the above agreement that are noted on the reverse side are a part of this lease and are agreed to by both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Shced and Acknowledged in the Presence of

John F. [Signature] OTIS NESTER

J. C. [Signature] ROSEMARY NESTER

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mail: Murphy Oil Co.

PRELIMINARY TITLE - TRACTS 7-9

TRACTS 7,8,9

PRE-AUCTION SEARCH
David L. Nester
R.1 T.7 S.31 E1/2 SE EX PT 52.18A
County Road 2

Title Vested In:

David L. Nester
By virtue of a Fiduciary Deed
From: Diana L. Smith and Rhonda L. Hillard, formerly Kornrumpf as Co-Executrixes of the Estate of M. Kathryn Harnes, AKA Kathryn Harnes, Deceased
Dated: April 23, 2004
Filed: April 26, 2004 at 10:41 A.M. O'clock
Official Record Volume 171, Page 1392 Williams County Recorder's Office

By virtue of a Quit Claim Deed
From: Randall A. Nester and Ruth A. Nester, husband and wife.
Dated: December 23, 2024
Filed: December 30, 2024 at 3:57 P.M. O'clock
Official Record Volume 359, Page 2973 Williams County Recorder's Office

By virtue of a Warranty Deed
From: Debra Ann Nester, an unmarried adult, and Brooke Renee Craft, Trustee of the Nester Irrevocable Trust, dated September 26, 2023.
Dated: December 30, 2024
Filed: December 30, 2024 at 3:57 P.M. O'clock
Official Record Volume 359, Page 2975 Williams County Recorder's Office

Description:

Situated in the County of Williams in the State of Ohio and in the Township of Florence and known as the East Half (1/2) Southeast Quarter of Section Thirty-one (31) in Township Number Seven (7) North of Range One (1) East, in said County and State, EXCEPTING THEREFROM the following: Commencing at a stone in the Southeast corner of said Section Thirty-one (31); thence North 0 degrees 00 minutes East 1,511.14 feet to the true point of beginning; thence North 88 degrees 22 minutes 20 seconds West 22.18 feet to a 1 inch iron pin; thence North 88 degrees 22 minutes 20 seconds West 212.10 feet to a 1 inch iron pin; thence North 0 degrees 00 minutes East 320.42 feet to a 1 inch iron pin; thence South 89 degrees 53 minutes 00 seconds East 213.47 feet to an angle iron post in concrete; thence South 89 degrees 53 minutes 00 seconds East 20.75 feet to the East section line; thence South 0 degrees 00 minutes West along the East section line 326.60 feet to the place of beginning. Containing 1.74 acres, more or less. Subject to all public road right-of-way all easements on record.

ALSO, SAVE AND EXCEPT THE FOLLOWING DESCRIBED REAL ESTATE:

Being a parcel of land situated in the Southeast Quarter of Fractional Section 31, Town 7 North, Range 1 East, Florence Township, Williams County, Ohio. Located within the North and the East of the First Principal Meridian of the Original Land Subdivisions of Ohio, being more specifically described as follows: Commencing at the Southwest Corner of the East Half of the Southeast Quarter of said Fractional Section 31, said point being an iron pin found this survey and the TRUE POINT OF BEGINNING of the parcel herein described; Thence, North 1 degree 13 minutes 19 seconds East along the West line of the East Half of the Southeast Quarter of said Fractional Section 31 a distance of 2639.75 feet to a Steel Post found this survey; Thence, South 88 degrees 35 minutes 42 seconds East along the North line of the Southeast Quarter of said Fractional Section 31 a distance of 490.00 feet to an iron pin placed this survey; Thence, South 4 degrees 24 minutes 38 seconds West a distance of 470.00 feet to an iron pin placed this survey; Thence, North 88 degrees 35 minutes 42 seconds West a distance of 43.59 feet to an iron pin placed this survey; Thence, South 1 degree 13 minutes 19 seconds West a distance of 2145.32 feet to an iron pin placed this survey; Thence, continuing South 1 degree 13 minutes 19 seconds West a distance of 25.00 feet to a point established this survey; Thence, North 88 degrees 36 minutes 18 seconds West along the South line of the Southeast Quarter of said Fractional Section 31 a distance of 420.26 feet to the TRUE POINT OF BEGINNING of the parcel herein described, containing 26.078 acres of land, more or less, and subject to highways rights-of-way and easements of record as surveyed by Brian M. Wieland, Registered Surveyor Number 8286 on September 23rd, 2024 and recorded in Volume 28R Page 497 of the Williams County Survey Records.

Bearings and distances are based on State Plane Coordinates, SPC83, Zone-Ohio North. Monuments described above as "Iron Pin Placed" are 5/8-inch diameter by 30-inch rebar with yellow plastic cap stamped "Wieland-8286."

PRELIMINARY TITLE - TRACTS 7-9

Containing after said exceptions 52.182 acres of land, be the same more or less, but subject to all legal highways.

Parcel No. 071-310-00-014.000

Mortgage:

from David L. Nester, an unmarried man, to AgCredit Agricultural Credit Association, in the open-end amount of \$902,000.00, dated December 30, 2024, filed for record December 30, 2024 in Official Record Volume 359, page 2979 Said mortgage includes other real estate not of this lien search.

Taxes:

The taxes for the first half of the year 2025 in the amount of \$1,030.28 + *16.51 + **14.08 = \$1,060.87 and all prior taxes and assessments are fully paid.

The taxes for the second half of the year 2025 are a lien and are due and payable as follows:

Due July, 2026

\$852.70

16.50 *Code #11-604

14.08 **Code #40-777

\$883.28

The taxes for the year 2026 are a lien against said premises but have not yet been determined and spread upon the tax duplicates.

"Subject to increases in taxes and valuation due to vote levies and/or revaluation not yet certified by the County Auditor and/or revaluation made under an action brought pursuant to Sec. 5715.19 O.R.C."

Said premises are listed at the following valuations for taxation purposes:

Parcel No. 071-310-00-014.000

Land only - \$55,370.00

Special Assessment:

*Code #11-604 Hollinger Main (2011) Ditch Assessment, determined yearly.

**Code #40-777 St. Joe Watershed Perm Main (2006) Ditch Assessment, determined yearly.

Easements and Restrictions:

from Grover Shaul to Northwestern Electric Cooperative, Inc. as recorded in Deed Record Volume 146, page 128. A copy is attached.

CAUV Note:

"Captioned parcels are currently receiving a CAUV tax credit. Therefore, any change in the usage of the Land, failure to apply and/or re-apply on an annual basis may result in a recoupment fee charged to the then current owner at a later date. The Company assumes no liability for any such recoupment."

Pending Suit:

There is pending in the Probate Court of Williams County, Ohio, the Estate of David L. Nester, who died December 21, 2025, under Case Number 20261007. The Last Will and Testament of said decedent was filed and admitted to probate on January 12, 2026. Letters of Authority were issued to Joshua Nester and Colin Nester as Co Executors of said estate, with power to sell real estate on January 13, 2026. A Certificate of Service of Notice of Will was filed January 12, 2026. A Certification of Notice to Administrator of Medicaid Estate Recovery Program was filed January 15, 2026. Nothing further has been filed.

NOTE: We do not represent the presence or absence of liens in favor of the State of Ohio for Medicaid assistance if those liens are not actually of public record.

Dated this 2nd day of July 2026.

NEWCOMER, SHAFFER, SPANGLER & BREININGER

BY:


Ryan S. Breininger

PL# 073560-00001

RSB:dab

PRELIMINARY TITLE - TRACTS 7-9

GRANT OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That Grover Shaul1

grantor.

in consideration of One Dollar and other valuable consideration to me
paid by NORTHWESTERN ~~XXXXX~~ ELECTRIC COOPERATIVE, INC., grantee, the receipt whereof is hereby
acknowledged, do hereby grant, bargain, sell and convey to said NORTHWESTERN ~~XXXXX~~ ELECTRIC
COOPERATIVE, INC., its successors and assigns forever, the perpetual right and easement to erect and maintain
electric lines, consisting of conduits, cables, poles, wires and distributing appliances, for the purpose of distributing,
transmitting, and using electricity, on, over, under, and across the following real estate, to-wit:

E½ SE¼ Section 31, Florence

The route to be taken by said lines across said lands shall be as follows: Along the West side
of the R22 road as now or hereafter located
in Florence Twp. Williams Co. Ohio. Within one foot of highway limit

With full right and authority to the grantee, its successors and assigns, to enter at all times upon said premises,
for the purpose of constructing, repairing, replacing, and maintaining conduits, towers, poles, or other supports, and
wires and distributing appliances, with all necessary braces, guys, anchors, and transformers, and stringing upon such
towers, poles, or other supports or supporting therefrom, or placing in such conduits, lines of wire or other conductors
for the transmission of electric energy, and to trim or remove any trees which at any time may interfere or threaten
to interfere with the maintenance of such lines.

This easement shall be in full force and effect provided construction shall be begun on or before the _____
day of July, 1987.

Signed this 15 day of July, 1986.

Signed and acknowledged in the presence of:

Edith Schieber
Earl Schieber

Grover Shaul1

STATE OF OHIO
Williams COUNTY } ss.

Be it remembered, that on this 15 day of July, 1986, personally
appeared before me, the undersigned, a Notary Public in and for said County, the above named Grover Shaul1.

grantor, in the foregoing grant, and acknowledged the execution thereof to be his voluntary act and deed.
IN TESTIMONY WHEREOF, I have hereunto signed my name and affixed my official seal the day and year last
mentioned above.

Notary Public, F. B. Traxler, Williams County, Ohio.
SEAL, F. B. Traxler
Commission Expires May 21, 1939

Transfer Not Necessary

Received for Record MAY 20 1938, at 10:00 o'clock A.M.

Recorded MAY 20 1938

Fec \$.60

Charles Carr Recorder

Vergie Stayer Deputy

Deed Volume 146 at Page 128.

PRELIMINARY TITLE - TRACT 10

TRACT 10

PRE-AUCTION SEARCH
David L. Nester, AKA David Nester
R. 1 T.6 S.5 Tract 6 PT and S 1/2 NE NW 41.57A
County Road 2

Title Vested In:

David L. Nester, AKA David Nester
By virtue of a Warranty Deed
From: Delmar Thomas and Thelma Thomas, husband and wife.
Dated: May 11, 1991
Filed: June 13, 1991 at 10:40 A.M. O'clock
Deed Record Volume 289, Page 835 Williams County Recorder's Office

By virtue of a Quit Claim Deed
From: Roxana Nester, an unmarried women of legal age and former wife of the Grantee herein.
Dated: January 10, 2002
Filed: January 14, 2002 at 3:22 P.M. O'clock
Official Record Volume 98, Page 70 Williams County Recorder's Office

By virtue of a Quit Claim Deed
From: Milton E. Nester and Deborah S. Nester, husband and wife.
Dated: May 19, 2011
Filed: May 20, 2011 at 2:23 P.M. O'clock
Official Record Volume 275, Page 533 Williams County Recorder's Office

Description:

Being a parcel of land situated in the Northwest Quarter of Section 5, Town 6 North, Range 1 East, in St. Joseph Township, Williams County, Ohio, said parcel of land being bounded and described as follows: BEGINNING at the West Quarter corner of said Section 5, said point being marked with an iron pipe, found this survey, Thence North 01°, 04'40" East along the West line of the Northwest Quarter of Section 5 and along the centerline of Road 2, a distance of 930.32 feet; Thence continuing South 88°39'03" East a distance of 20.00 feet to a 5/8" capped iron rebar, set this survey; Thence continuing South 88°39'03" East a distance of 639.07 feet to a 5/8" capped iron, set this survey; Thence continuing South 88°39'03" East a distance of 659.07 feet to a 5/8" capped iron rebar, set this survey; Thence continuing South 88°39'03" East a distance of 659.06 feet to a 5/8" capped iron rebar, set this survey; Thence South 88°39'03" East a distance of 659.07 feet to a 5/8" capped iron rebar, set this survey; Thence South 01°16'04" West along the East line of the Northwest Quarter of Section 5 a distance of 530.55 feet to a 5/8" capped iron rebar, set this survey; Thence North 88°46'03" West a distance of 1,313.41 feet to a 5/8" capped iron rebar, set this survey; Thence South 01°13'57" West a distance of 394.40 feet to a 5/8" capped iron rebar, set this survey; Thence North 88°46'03" West along the South line of the Northwest Quarter of Section 5, a distance of 25.00 feet to a 5/8" capped iron rebar, set this survey; Thence North 01°13'57" East a distance of 285.00 feet to a 5/8" capped iron rebar, set this survey; Thence North 88°46'03" West a distance of 405.00 feet to a 5/8" capped iron rebar, set this survey; Thence South 01°13'57" West a distance of 285.00 feet to an iron pin, found this survey; Thence North 88°46'03" West along the South line of the Northwest Quarter of Section 5, a distance of 890.00 feet to the POINT OF BEGINNING. Said parcel of land containing 41.567 acres of land, being subject to any and all legal highway, leases, easements and restrictions of record.

Reference is hereby made to a survey by Todd J. Roth, Registered Surveyor #8287, recorded in Volume 24R, Page 314 of the Survey Records in the Office of the Williams County Engineer, Bryan, Ohio
Parcel No. 061-050-00-003.001

Mortgage:

from David L. Nester, an unmarried man, to AgCredit, Agricultural Credit Association, in the open-end amount of \$640,000.00, dated May 18, 2016, filed for record May 31, 2016 in Official Record Volume 314, page 3440. Said mortgage includes other real estate not of this pre-auction search.

PRELIMINARY TITLE - TRACT 10

Taxes:

The taxes for the first half of the year 2025 in the amount of $\$860.13 + \$8.30 + \$10.88 = \879.31 and all prior taxes and assessments are fully paid.

The taxes for the second half of the year 2025 are a lien and due and payable as follows:

Due July, 2026
\$739.55
8.30 *Code #11-604
10.88 **Code #40-777
\$758.73

The taxes for the year 2026 are a lien against said premises but have not yet been determined and spread upon the tax duplicates.

"Subject to increases in taxes and valuation due to vote levies and/or revaluation not yet certified by the County Auditor and/or revaluation made under an action brought pursuant to Sec. 5715.19 O.R.C."

Said premises are listed at the following valuations for taxation purposes:

Parcel No. 061-050-00-003.000
Land only - \$46,690.00

Special Assessment:

*Code #11-604 Hollinger Main (2011) Ditch Assessment, determined yearly.

**Code #40-777 St. Joe Watershed- Perm Main (2006) Ditch Assessment, determined yearly.

Easements and Restrictions:

from Don, Delmar & Charley Thomas to Electric Cooperative, Inc. as recorded in Deed Record Volume 146, page 232. A copy is attached.

as recorded in Deed Record Volume 174, page 581. A copy is attached.

as recorded in Deed Record Volume 174, page 582. A copy is attached.

as recorded in Deed Record Volume 190, page 157. A copy is attached.

as recorded in Deed Record Volume 190, page 159. A copy is attached.

Agreement:

between Charley Thomas & Marie Thomas and Delmar Thomas & Thelma Thomas as recorded in Miscellaneous Record Volume 6, page 322. A copy is attached.

between Charles Thomas, Marie Thomas, Delmar Thomas and Thelma Thomas as recorded in Miscellaneous Record Volume 6, page 388. A copy is attached.

Lease:

None found of record.

Pending Suit:

There is pending in the Probate Court of Williams County, Ohio, the Estate of David L. Nester, who died December 21, 2025, under Case Number 20261007. The Last Will and Testament of said decedent was filed and admitted to probate on January 12, 2026. Letters of Authority were issued to Joshua Nester and Colin Nester as Co Executors of said estate, with power to sell real estate on January 13, 2026. A Certificate of Service of Notice of Will was filed January 12, 2026. A Certification of Notice to Administrator of Medicaid Estate Recovery Program was filed January 15, 2026. Nothing further has been filed.

NOTE: We do not represent the presence or absence of liens in favor of the State of Ohio for Medicaid assistance if those liens are not actually of public record.

Dated this 2nd day of July, 2026.

NEWCOMER, SHAFFER, SPANGLER & BREININGER

BY: 
Ryan S. Breininger

PL# 073560-00001
LS/RSB:dab

PRELIMINARY TITLE - TRACT 10

(N55B35)

232

No. -30730- Deed Volume 146 page 232

GRANT OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That Don, Delmar & Charley Thomas

grantor &

in consideration of One Dollar and other valuable consideration to US

paid by RURAL ELECTRIC COOPERATIVE, INC., grantees, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey to said RURAL ELECTRIC COOPERATIVE, INC., its successors and assigns forever, the perpetual right and easement to erect and maintain electric lines, consisting of conduits, cables, poles, wires and distributing appliances, for the purpose of distributing, transmitting, and using electricity, on, over, under, and across the following real estate, to-wit:

W $\frac{1}{2}$ Sect. 5 except NW $\frac{1}{4}$ -SW $\frac{1}{4}$ of Sect. 5 and N $\frac{1}{2}$ SE $\frac{1}{4}$ Sect. 6

The route to be taken by said lines across said lands shall be as follows: Along the either side of the #22 road as now or hereafter located

In St. Joseph Twp., Williams Co., Ohio. Within one foot of Highway limit

With full right and authority to the grantee, its successors and assigns, to enter at all times upon said premises, for the purpose of constructing, repairing, replacing, and maintaining conduits, towers, poles, or other supports, and wires and distributing appliances, with all necessary braces, guys, anchors, and transformers, and stringing upon such towers, poles, or other supports or supporting therefrom, or placing in such conduits, lines of wire or other conductors for the transmission of electric energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines.

This easement shall be in full force and effect provided construction shall be begun on or before the 1 day of July, 1927.

Signed this 22 day of October, 1926.

Signed and acknowledged in the presence of:

Blaine Enterline
Florence Enterline.

Don Thomas
Delmar Thomas
Charley Thomas

STATE OF OHIO }
Williams COUNTY } ss.

Be it remembered, that on this 22 day of October, 1926, personally appeared before me, the undersigned, a Notary Public in and for said County, the above named Don, Delmar and Charley Thomas

grantor & in the foregoing grant, and acknowledged the execution thereof to be their voluntary act and deed. IN TESTIMONY WHEREOF, I have hereunto signed my name and affixed my official seal the day and year last mentioned above.

Notary Public, F. B. Traxler Williams County, Ohio.
(SEAL)

Transfer Not Necessary

Received for Record May 24 1938, at 8:45 o'clock A.M.

Recorded May 25 1938

Fee \$.75

Charles Cass

Recorder

Vergie Stayer

Deputy

PRELIMINARY TITLE - TRACT 10

(N55B35)

581

Deed Volume 174 page 581

WARRANTY DEED -59152-

Evelyn Thomas }
TO }
Don Thomas & }
Eva Thomas }
KNOW ALL MEN BY THESE PRESENTS THAT Evelyn Thomas (unmarried)
in consideration of one dollar (\$1.00) and other valuable consideration
to her paid by Don Thomas and Eva Thomas (husband and wife) the receipt
whereof is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND
CONVEY to the said Don Thomas and Eva Thomas, jointly, their heirs and
assigns, and to the survivor of them, his or her separate heirs and assigns forever the
following described premises,

situated in the Township of St. Joseph, County of Williams and State of Ohio, to-wit:
Commencing at the quarter corner on the west section line of section five (5), Township
six (6) north of range one (1) east, thence north nine hundred and one-tenth (900.1) feet,
thence east two thousand six hundred and forty (2640) feet, thence south nine hundred and
one-tenth (900.1) feet, thence west five hundred and fifty six (556) feet, thence south six
hundred and nine and five-tenths (609.5) feet, thence west two thousand eighty four (2084)
feet, thence north six hundred and eleven and one-tenth (611.1) feet to the place of begin-
ning, containing eighty three and seventy seven hundredths (83.77) acres, more or less, re-
serving and excepting a right of way and easement one rod in width along the eastern boundary
thereof to-wit: commencing at the center of said section on the west side of the quarter
line running thence north along said quarter line nine hundred and one-tenth (900.1) feet.

Also an easement and right of way one rod in width commencing nine hundred and one-
tenth (900.1) feet north of the center of said section on the west side of the quarter line
continuing north to the Florence Township line.

The grantor herein acquired title to the above described real estate under a warranty
deed dated August 26, 1950 recorded in Vol. 174, Page 564 of the Deed Records of said
Williams County, Ohio, and all the ESTATE, TITLE AND INTEREST of the said Evelyn Thomas
(unmarried) either in Law or in Equity of, in and to the said premises; TOGETHER with all
the privileges and appurtenances to the same belonging, and all the rents, issues and
profits thereof:

TO HAVE AND TO HOLD the same to the only proper use of the said Don Thomas and Eva
Thomas jointly, their heirs and assigns, and to the survivor of them, his or her separate
heirs and assigns forever.

AND THE SAID Evelyn Thomas (unmarried) for her _____ and her heirs, executors and
administrators, does hereby COVENANT with the said Don Thomas and Eva Thomas jointly,
their heirs and assigns, and to the survivor of them, his or her separate heirs and
assigns forever that she is the true and lawful owner of the said premises, and has
full power to convey the same; and that the title so conveyed is CLEAR, FREE AND UNINCUM-
BERED; AND FURTHER, That she does WARRANT AND WILL DEFEND the same against all claim or
claims, of all persons whomsoever; except a life lease to Frank E. Thomas and Alice Thomas
and the reservations made in the above grant.

IN WITNESS WHEREOF the said Evelyn Thomas has set her hand this 26th day of August,
1950.

SIGNED AND ACKNOWLEDGED IN PRESENCE OF

Corres A. Weber
Harold F. Rodocker

Evelyn Thomas

(No U.S. Revenue Stamps on Deed)

STATE OF Ohio, COUNTY OF Williams, ss.

BE IT REMEMBERED, That on this twenty sixth day of August, in the year of our Lord

PRELIMINARY TITLE - TRACT 10

{nsst35}

582

Deed Volume 174 page 582

one thousand nine hundred fifty, before me, the subscriber, a Notary Public in and for said county, personally came Evelyn Thomas (unmarried) the grantor in the foregoing Deed, and acknowledged the signing thereof to be her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

(SEAL)

Harold F. Rodocker
Comm. exp. 4-14-53

Transferred August 31st, 1950 at Auditor's Office by Vera Royal
Received for Record August 31st, 1950 at 1:45 P.M.
Recorded August 31st, 1950. Fee 95¢

Fred E. Mader
RECORDER

Ray Elise Esai - Deputy

WARRANTY DEED -59153-

Evelyn Thomas } KNOW ALL MEN BY THESE PRESENTS THAT Evelyn Thomas (unmarried)
TO } in consideration of one dollar (\$1.00) and other valuable considera-
Delmar Thomas } tion to her paid by Delmar Thomas (married) the receipt whereof is
hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY to
the said Delmar Thomas (married) his heirs and assigns forever, the following described
premises,

situated in the Township of St. Joseph, County of Williams and State of Ohio, to-wit:
Known as and being all such part of the north part of the southeast quarter of section
number six (6) range one (1) east in said township of St. Joseph as lies within the follow-
ing boundary lines, to-wit: Commencing at the quarter part on the east side of said section
six (6), thence running due west one hundred and thirty (130) rods, thence south parallel
with section lines forty nine and one fourth rods, thence due east parallel with said
north line one hundred and thirty (130) rods to the section line, thence north on said
section line forty-nine and one-fourth rods to the place of beginning and to contain forty
(40) acres of land be the same more or less.

Also the following described property situated in the Township of St. Joseph being
known as a part of the northwest quarter of section number five (5), township six (6) north
of range one (1) east, which is bounded and described as follows, to-wit: Commencing at a
point nine hundred and one-tenth (900.1) feet north of the one quarter corner on the west
section line, thence north three hundred fifty four and three tenths (354.3) feet, thence
east twelve hundred fifty four (1254) feet, thence north six hundred and eighty nine (689)
feet, thence east thirteen hundred and eighty six (1386) feet, thence south one thousand
thirty and four tenths (1030.4) feet, thence west twenty six hundred and forty (2640) feet,
to the place of beginning, containing forty three and seventy nine hundredths (43.79) acres
more or less excepting and reserving a right of way and easement one rod in width along
the eastern boundary thereof.

Also an easement and right of way one rod in width commencing at the center of said
section number five (5) on the west side of the quarter line continuing north nine hundred
and one-tenth (900.1) feet.

Also an easement and right of way commencing nineteen hundred thirty and five tenths

PRELIMINARY TITLE - TRACT 10

{nsb35}

583

Deed Volume 174 page 583

(1930.5) feet north of the center of section number five (5) on the west side of the quarter line running thence due north to the Florence Township line.

The grantor herein acquired title to the above described real estate under a Warranty Deed dated August 26, 1950 recorded in Vol. 174, Page 564 of the Deed Records of Williams County, Ohio, and all the ESTATE, TITLE AND INTEREST of the said Evelyn Thomas (unmarried) either in Law or in Equity of, in and to the said premises; TOGETHER with all the privileges and appurtenances to the same belonging, and all the rents, issues, and profits thereof:

TO HAVE AND TO HOLD the same to the only proper use of the said Delmar Thomas (married) his heirs, and assigns forever, AND THE SAID Evelyn Thomas (unmarried) for her _____ and her heirs, executors and administrators, do hereby COVENANT with the said Delmar Thomas (married) his heirs, and assigns, that she is the true and lawful owner of the said premises, and has full power to convey the same; and that the title so conveyed is CLEAR, FREE AND UNINCUMBERED; AND FURTHER, That she does WARRANT AND WILL DEFEND the same against all claim or claims, of all persons whomsoever; except a life estate to Frank E. Thomas and Alice Thomas and the reservations and exceptions hereinbefore made in the above grant.

IN WITNESS WHEREOF, The said Evelyn Thomas has set her hand this 26th day of August, 1950.

SIGNED AND ACKNOWLEDGED IN PRESENCE OF

Corres A. Weber
Harold F. Rodocker

Evelyn Thomas

(No U.S. Revenue Stamps on Deed)

STATE OF Ohio, COUNTY OF Williams, ss.

BE IT REMEMBERED, That on this twenty sixth day of August, in the year of our Lord one thousand nine hundred fifty, before me, the subscriber, a Notary Public in and for said county, personally came Evelyn Thomas the grantor in the foregoing Deed, and acknowledged the signing thereof to be her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

(SEAL)

Harold F. Rodocker
Comm. exp 4-14-53

Transferred August 31st, 1950 at Auditor's Office by Vera Royal
Received for Record August 31st, 1950 at 1:47 P.M.
Recorded August 31st, 1950. Fee \$1.15

RECORDER

Fred E. Mader
By Elsie Essi - Deputy

WARRANTY DEED -59154-

Evelyn Thomas }
To } KNOW ALL MEN BY THESE PRESENTS THAT Evelyn Thomas (single) in
Charlie Thomas & Marie Thomas } consideration of one dollar (\$1.00) and other valuable consideration
to her paid by Charlie Thomas and Marie Thomas (husband and wife)
the receipt whereof is hereby acknowledged, does hereby GRANT, BARGAIN,
SELL AND CONVEY to the said Charlie Thomas and Marie Thomas, jointly their heirs and assigns,
and to the survivor of them, his or her separate heirs and assigns forever the following
described premises,

situated in the Township of St. Joseph, County of Williams and State of Ohio, to-wit:

Known as and being a part of the southwest quarter ($\frac{1}{4}$) of section five (5) township six (6) north of range one (1) east which is bounded and described as follows, to-wit:
Commencing at a point two thousand and eighty four feet (2084) east of the southwest corner,

PRELIMINARY TITLE - TRACT 10

(nsb35)

157

Deed Volume 190 page 157

Dana B. Weaver, their heirs, and assigns forever,

And the said grantor for herself and hereheirs, executors and administrators, does hereby COVENANT with the said Grantees, their heirs, and assigns, that she is the true and lawful owner of the said premises, and has full power to convey the same; and that the title so conveyed is CLEAR, FREE AND UNINCUMBERED; AND FURTHER, That she does WARRANT AND WILL DEFEND the same against all claim or claims, of all persons whomsoever; subject to taxes and assessments above mentioned and the unpaid balance of a certain mortgage in favor of the Edgerton State Banking Company, Edgerton, Ohio, which mortgage is recorded in Vol. 117, page 204, which unpaid balance the grantees herein assume and agree to pay.

IN WITNESS WHEREOF, The said Pauline B. Weaver, an unmarried woman has hereunto set her hand this 30th day of June in the year of our Lord one thousand nine hundred fifty-six.

Signed and acknowledged in presence of

Carolyn Mary Snyder

Pauline B. Weaver

Roger P. Small, Jr.

Pauline B. Weaver

(U.S. Revenue Stamps \$5.50 Cancelled)

STATE OF OHIO, COUNTY OF DEPLANCE, SS.

BE IT REMEMBERED, That on this 30th day of June, in the year of our Lord one thousand nine hundred fifty-six, before me, the subscriber, a notary public in and for said county, personally came Pauline B. Weaver, an unmarried woman, the grantor in the foregoing Deed, and acknowledged the signing thereof to be her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notary seal on the day and year last aforesaid.

(SEAL)

Carolyn Mary Snyder
Notary Public
My Commission Expires 5th day of August,
1956.

This instrument was prepared by J. Arter Weaver
of Weaver and Weaver, Attorneys at Law, Bryan, Ohio

Transferred July 6, 1956 at Auditor's Office
Received for Record July 6, 1956 at 11:05 A.M.
Recorded July 9, 1956. Fee \$2.40

E. J. Smith RECORDER
BY E. J. Smith Deputy

WARRANTY DEED \$2822

Charlie Thomas & Marie Thomas

to

Delmar Thomas & Thelma Thomas

KNOW ALL MEN BY THESE PRESENTS THAT Charlie Thomas and Marie Thomas, husband and wife, the grantors, of Williams County, Ohio in consideration of One Dollar and other good and valuable considerations to them in hand paid by Delmar Thomas and Thelma Thomas, husband and wife, the grantees, Edgerton, Ohio do hereby GRANT, BARGAIN, SELL AND CONVEY to the said grantees, their heirs and assigns forever, the following described REAL ESTATE situate in the Township of St. Joseph in the County of Williams and State of Ohio.

PRELIMINARY TITLE - TRACT 10

(nssb36)

158

Deed Volume 190 page 158

Known as and being the undivided one-half interest in and to the following described real estate, to-wit: Commencing at the quarter corner on the west section line of section five (5), township six (6) north of range one (1) east, thence east one thousand three hundred twenty (1320) feet, thence north three hundred ninety four and four tenths (394.4) feet, thence east one thousand three hundred twenty (1320) feet, thence north five hundred five and seven tenths (505.7) feet, thence west two thousand six hundred forty (2640) feet, thence south nine hundred and one tenth (900.1) feet to the place of beginning, containing 41.89 acres of land more or less,

Also the undivided one-half interest in the following real estate: Situated in the Township of Florence, County of Williams and State of Ohio, and known as and being the southeast quarter of the southwest quarter of section number thirty two (32), in township number seven (7) north of range one (1) east, containing forty acres of land, saving and excepting therefrom ten (10) acres of land in a square form out of the southwest corner thereof, leaving thirty (30) acres, be the same more or less but subject to all legal highways,

Also a permanent easement and right of way over and across the following described real estate, to-wit: Commencing at the northeast corner of the northwest quarter of said section five (5), township six (6) north, range one (1) east, St. Joseph Township, William County, Ohio, thence west twenty (20) feet, thence south six hundred sixty (660) feet, thence east twenty (20) feet, thence north six hundred sixty (660) feet to the place of beginning, also a permanent easement and right of way over and across the lane which runs across lands owned by the grantors, directly south of the first above described premises and enters lands owned by the grantees, a distance of 1320 feet from the west side of said premises

The grantors herein acquired title to the above described real estate by Warranty Deed dated April 2, 1952, recorded in Vol. 178, page 178, Deed Records of Williams County, Ohio, and by Warranty Deed dated April 2, 1952, recorded in Vol. 178, page 317, Deed Records of Williams County, Ohio,

and all the ESTATE, RIGHT, TITLE AND INTEREST of the said grantor in and to said premises;

TO HAVE AND TO HOLD the same, with all the privileges and appurtenances thereunto belonging, to said grantees, their heirs and assigns forever.

And the said grantors do hereby COVENANT AND WARRANT that the title so conveyed is CLEAR, FREE AND UNINCUMBERED, and that they will DEFEND the same against all lawful claims of all persons whomsoever. The grantors herein are to pay taxes and assessments on the above described premises which become due and payable in December, 1956. All taxes and assessments due and payable thereafter are to be paid by the grantees.

IN WITNESS WHEREOF, the said Charlie Thomas and Marie Thomas, husband and wife, who hereby release their right and expectancy of dower in said premises, have hereunto set their hands, this 30th day of June in the year A.D. nineteen hundred and fifty-six.

Signed and acknowledged in presence of us:

Henry E. Ford

Charlie Thomas

Harold F. Rodocker

Charlie Thomas

(U.S. Revenue Stamps \$1.10 Cancelled) Marie Thomas

STATE OF OHIO, WILLIAMS COUNTY, SS.

On this 30th day of June A.D. 1956, before me, a Notary Public in and for said County, personally came Charlie Thomas and Marie Thomas, husband and wife, the grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

PRELIMINARY TITLE - TRACT 10

{nsb35}

159

Deed Volume 190 page 159

WITNESS my official signature and seal on the day last above mentioned.

(SEAL)

Harold F. Rodocker
Harold F. Rodocker, Notary Public
Comm. Exp. 4-20-59

This instrument prepared by Harold
F. Rodocker, Attorney, Edgerton, Ohio

Transferred July 6, 1956 at Auditor's Office
Received for Record July 6, 1956 at 11:34 A.M.
Recorded July 9, 1956. Fee \$2.55

E. P. Smith RECORDER

BY Elizabeth Smith Deputy

WARRANTY DEED 72823

Delmar Thomas & Thelma Thomas

to

Charlie Thomas & Marie Thomas

KNOW ALL MEN BY THESE PRESENTS THAT Delmar Thomas and Thelma Thomas, husband and wife, the grantors, of Williams County, Ohio, in consideration of One Dollar and other good and valuable considerations to them in hand paid by Charlie Thomas and Marie Thomas, husband and wife, the grantees, Edgerton, Ohio do hereby GRANT, BARGAIN, SELL AND CONVEY to the said grantees, their heirs and assigns forever, the following described REAL ESTATE, situate in the Township of St. Joseph in the County of Williams and State of Ohio.

Known as and being the undivided one-half interest in and to the following described real estate, to-wit: Commencing at the quarter corner on the west section line of section five (5), township six (6) north of range one (1) east, thence east one thousand three hundred twenty (1320) feet, thence north three hundred ninety four and four tenths (394.4) feet, thence east one thousand three hundred twenty (1320) feet, thence south three hundred ninety four and four tenths (394.4) feet, thence west five hundred fifty six (556) feet, thence south six hundred nine and five tenths (609.5) feet, thence west two thousand eighty four (2084) feet, thence north six hundred eleven and one tenth (611.1) feet to the place of beginning, containing 41.68 acres of land more or less,

Also a permanent easement and right of way over and across the following described premises, to-wit: Commencing at the northeast corner of the above described real estate, thence west twenty (20) feet, thence north one thousand five hundred thirty six and one tenth (1536.1) feet, thence east twenty (20) feet, thence south one thousand five hundred thirty six and one tenth (1536.1) feet to the place of beginning, also a permanent easement and right of way over and across the lane which runs from the west side of the above premises and enters lands owned by the grantors, a distance of 1320 feet from the west side of said premises,

The grantors herein acquired title to the above described real estate by Warranty Deed dated April 2, 1952, recorded in Vol. 178, page 178, Deed Records of Williams County, Ohio, and all the ESTATE, RIGHT TITLE AND INTEREST of the said grantor in and to said premises;

TO HAVE AND TO HOLD the same, with all the privileges and appurtenances thereunto belonging, to said grantees, their heirs and assigns forever.

It is
Charles

PRELIMINARY TITLE - TRACT 10

(N55B35)

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Deed Volume 190 page 160

And the said grantors do hereby COVENANT AND WARRANT that the title so conveyed is CLEAR, FREE AND UNINCUMBERED, and that they will DEFEND the same against all lawful claims of all persons whomsoever. The grantors herein are to pay taxes and assessments on the above described premises which become due and payable in December, 1956. All taxes and assessments due and payable thereafter are to be paid by the grantees,

IN WITNESS WHEREOF, the said Delmar Thomas and Thelma Thomas, husband and wife, who hereby release their right and expectancy of power in said premises, have hereunto set their hands, this 30th day of June in the year A.D. nineteen hundred and fifty-six.

Signed and acknowledged in presence of us:

Henry E. Ford

Delmar Thomas

Delmar Thomas

Harold F. Rodocker

Thelma Thomas

Thelma Thomas

(U.S. Revenue Stamps \$2.20 Cancelled)

STATE OF OHIO, WILLIAMS COUNTY, SS.

On this 30th day of June A.D. 1956, before me, a Notary Public in and for said County, personally came Delmar Thomas and Thelma Thomas, husband and wife, the grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

WITNESS my official signature and seal on the day last above mentioned.

(SEAL)

Harold F. Rodocker
Harold F. Rodocker, Notary Public
Comm. Exp. 4-20-59

This instrument prepared by Harold
F. Rodocker, Attorney, Edgerton, Ohio

Transferred July 6, 1956 at Auditor's Office
Received for Record July 6, 1956 at 11:37 A.M.
Recorded July 9, 1956. Fee \$2.20

E. E. Smith RECORDER
BY Clair J. Schieferstein Deputy

WARRANTY DEED 72824

Clair J. Schieferstein & Ella Schieferstein

to

Russell W. Jenne & Clyde E. Mc Kimmy

KNOW ALL MEN BY THESE PRESENTS THAT Clair J. Schieferstein and Ella Schieferstein, husband and wife in consideration of One dollar and other valuable consideration to them paid by Russell W. Jenne and Clyde E. Mc Kimmy whose present mail address is 3420 Coral, Toledo 13, Ohio the receipt whereof is hereby acknowledged, do hereby BARGAIN, SELL AND CONVEY to the said Russell W. Jenne and Clyde E. Mc Kimmy and heirs and assigns forever, the following real estate, viz:

Lots B-8 and C-8 in the Plat of Lazy Acres on Nettle Lake as recorded in Plat Book No. 5, page 14 and 15 in the Williams County, Ohio Recorders office in Northwest Township, Town 9 South, Range 4 West, Williams County, Ohio together with the privileges and appurtenances to the same belonging, but subject to zoning ordinances, restrictions of record and public utility or other easements now in use or of record.

PRELIMINARY TITLE - TRACT 10

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Miscellaneous Record Volume 6 page 322

AGREEMENT - 78423 -

Charley Thomas & Marie Thomas, Parties of the First Part
and

Delmar Thomas & Thelma Thomas, Parties of the Second Part

This agreement, made and entered into this 25th day of June, 1956, by and between Charley Thomas and Marie Thomas, parties of the first part, and Delmar Thomas and Thelma Thomas, husband and wife, parties of the second part, witnesseth:

Whereas the parties hereto are the joint owners of 83.77 acres of real estate located in the northwest quarter of Section Five (5), in St. Joseph Township, Williams County, Ohio, and thirty (30) acres in Florence Township, Williams County, Ohio, and

Whereas, the said parties hereto are desirous of dividing said real estate,

Now Therefore, it is agreed by and between the parties hereto as follows:

The parties shall cause a survey to be made of the tract of land consisting of 83.77 acres in Section Five (5), St. Joseph Township, Williams County, Ohio, which survey shall divide said land into two equal tracts, said division to be made by a line drawn in an east and west direction; the tract of land on the north side of said line shall be known as tract No. 1, and shall contain the following buildings:

Two houses, tool shed, double corn crib, old corn crib, double garage and old wood shed; the tract of land on the south side of said line shall be known as tract No. 2, and shall contain the following buildings: barn, silo, granary, chicken coop and brooder house.

It is mutually agreed by and between the parties that the parties of the first part shall convey their one-half interest in and to tract No. 1 to the parties of the second part, and the parties of the second part shall convey their one-half interest in and to tract No. 2 to the parties of the first part, said mutual conveyances to be under the following conditions, to-wit:

The parties hereto shall cause the buildings on each tract of land to be appraised. The purchaser of the tract of land whose buildings is appraised for the highest value shall pay to the other parties one-half of the amount by which said appraised value of his buildings exceeds the appraised value of the buildings on the other tract.

The appraisers for this purpose, and for the purposes hereinafter mentioned shall be chosen as follows: the parties of the first part shall choose one appraiser; the parties of the second part shall choose one appraiser; and the two appraisers so chosen shall choose a third appraiser. The decision of a majority of the appraisers shall be final as to all matters referred to them.

Whereas, a well located on tract No. 1 also supplies water for the tanks on tract No. 2, it is agreed by and between the parties that the appraisers shall set the proportion of upkeep which each of the parties hereto shall furnish in order to maintain said well.

It shall be the duty of said appraisers to make their return to all of the parties hereto as soon as possible.

It is further agreed by the parties that the party of the first part shall pay unto the parties of the second part the sum of five dollars (\$5.00) each year for electric current for pumping water from said well.

It is further agreed by the parties that the lane which runs from the west side of the above described 83.77 acre tract shall be maintained in the following proportions: parties of the first part- 40%; parties of the second part- 60%; and that both of the parties shall have the right to use said lane.

It is further mutually agreed that all growing crops on all of the above described real estate shall be divided equally.

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Miscellaneous Record Volume 6 page 323

pastured by either of the parties hereto after the wheat is harvested until the 1st day of September, 1956, except five or six acres thereof, which the second parties reserve for the purpose of sowing wheat in the fall of 1956; and a ten acre tract located on tract No. 2, now containing hay, may be pastured by either of the parties hereto after the second cutting of hay and until September 1, 1956. Both cuttings of hay from said premises shall be divided equally between the parties hereto.

It is mutually agreed that the hay owned by the parties of the second part which is now in the barn located on tract No. 2, shall be removed from said barn within sixty days from the date hereof, and the corn now located in the crib on tract No. 1 shall be divided and removed from said crib before the 1956 corn crop is harvested.

The parties of the second part shall pay to the parties of the first part the sum of \$40.00 for one-half of the rent money received from the rental of the house on tract No. 1.

Any moneys received for damage to any of the buildings on either of the above described tracts of land shall be paid to the party who is purchasing the tract on which said buildings are located.

It is further agreed that the parties of the second part shall give and grant unto the parties of the first part a permanent easement twenty feet in width across the east end of said 83.77 acre tract and across the east end of a tract of land directly north of this land for the purpose of the first parties entering lands owned by them; and the parties of the first part shall give and grant unto the parties of the second part a permanent easement twenty feet in width across the east end of a tract of land owned by them which lies directly north of lands owned by parties of the second part for the purpose of the second parties entering lands owned by them.

The parties of the second part further agree to purchase and the parties of the first part agree to sell their one-half interest in and to a 30 acre tract of land in Florence Township, Williams County, Ohio, now owned by the parties hereto jointly. Said parties of the second part agree to pay for said land the sum of \$40.00 per acre for said land.

As soon as the appraisers have made their findings, the parties hereto shall meet and settle under the terms of this agreement and under the findings of the appraisers. At that time they shall execute good and sufficient warranty deeds to the parties purchasing said real estate, and shall pay all moneys owing to either of the said parties.

The line fence on the south side of the above described 30 acre tract shall be maintained as follows: the parties of the first part shall maintain the west one half of said fence; the parties of the second part shall maintain the east one half of said fence.

In Witness whereof, we have hereunto set our hands on this 25th day of June, 1956.

In Presence of :

Harold P. Rodocker

Charley Thomas

Marie Thomas

Delmar Thomas

Thelma Thomas

I hereby appoint Ambrose Lirot as appraiser under the terms of this agreement.

Charley Thomas

Marie Thomas

I hereby appoint Fay Lees as appraiser under the terms of this agreement.

Delmar Thomas

Thelma Thomas

PRELIMINARY TITLE - TRACT 10

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Miscellaneous Record Volume 6 page 324

Ambrose N. Lirot

Fay Lees

Upon view of the premises we do hereby appraise the buildings on tract No. 1 at \$6000.00

Upon view of the premises we do hereby appraise the buildings on tract No. 2 at \$3000.00

Bay Lees

Ambrose Ni Lirot

F. B. Ingram

The well on the premises of the second party shall be maintained as follows: 50% by each of the parties. If the second party discontinues the use of the well, the party of the first part shall pay all maintenance during such non-use by first party. If the First Party notifies the second party that he shall no longer use said well nor pay one-half of the maintenance thereof, he shall thereby be barred from any further use of the same.

Received for Record November 18, 1958 at 2:20 P.M.
Recorded November 18, 1958 Fee: \$4.50

E. E. Smith RECORDER
By E. E. Smith Deputy

LAND CONTRACT -78466-

Clela A. McKarns

and

Loren W. Moore & Judith A. Moore

AGREEMENT, made in duplicate, this 18th day of November, 1958, at Bryan, Ohio, between CLELA A. McKARNs, an unmarried woman, sometimes hereinafter called the "SELLER", and LOREN W. MOORE AND JUDITH A. MOORE, husband and wife, sometimes hereinafter called the "BUYERS",

W I T N E S S E T H:

The Seller agrees to sell and the Buyers agree to purchase, according to the terms herein-after contained, the following described real estate, to-wit:

Situated in the Township of Jefferson, County of Williams and State of Ohio, and being the South half ($\frac{1}{2}$) of the Northwest quarter ($\frac{1}{4}$) of Section Twenty (20), Town Seven (7) North, Range three (3) East and containing eighty (80) acres of land, more or less, subject to all legal highways and easements of record.

The Buyers agree to pay the Seller for said real estate the sum of Sixteen Thousand Dollars (\$16,000.00), payable as follows: Five Thousand Dollars (\$5,000.00) in cash, the receipt whereof is hereby acknowledged by the Seller, and the balance as follows: One Thousand Dollars (\$1,000.00), or more, on December 1, 1959, and One Thousand Dollars (\$1,000.00), or more, on December first of each year thereafter until the Buyers have paid Eight Thousand Dollars (\$8,000.00) on said purchase price at which time the parties shall execute and deliver deed, note and mortgage as hereinafter provided. The unpaid principal balance on said purchase price shall bear interest at the rate of four per-cent (4%) per annum payable upon the date of principal payments.

Within a reasonable time after the date of this agreement, the Seller shall deliver a 65-year Abstract of Title to the Buyers showing good and merchantable title to said premises free of all encumbrances whatsoever, saving and excepting legal highways and easements of record aforesaid.

Upon payment of Eight Thousand Dollars (\$8,000.00) by the Buyers to the Seller, the Seller shall deliver to the Buyers her Warranty Deed conveying to the Buyers good and merchantable fee simple title saving and excepting legal highways and easements of record and further saving and

PRELIMINARY TITLE - TRACT 10

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AGREEMENT

Reference is hereby made to the Auditor's current tax map of Section 5, township 6 north, range 1 east, Edgerton-St. Joseph School District, St. Joseph Township, Williams County, Ohio, and the same is incorporated in this agreement as though set out in full herein.

Charles Thomas and Marie Thomas are the owners of the following described tracts as the same are designated on said Auditor's map:

Tract 1, 28.73 acres; Tract 3, 33.82 acres; Tract 7, 41.88 acres; and the north half of the northeast quarter of the northwest quarter, 21 acres.

Delmar Thomas and Thelma Thomas are the owners of the following described tracts as the same are designated on said Auditor's map:

Tract 8, 41.89 acres; Tract 6, 22.79 acres; and the south half of the northeast quarter of the northwest quarter, 21 acres. Delmar Thomas and Thelma Thomas are also the owners of a tract of approximately 30 acres in Florence Township which adjoins the Charles and Marie Thomas tract of 21 acres above mentioned on the north.

On June 25, 1956, the said Charles Thomas, Marie Thomas, Delmar Thomas and Thelma Thomas entered into an agreement in writing. The same is recorded in Vol. 6 at page 322 of the Misc. Records of this County. Pursuant to said agreement, on June 30, 1956, two deeds were exchanged among said persons, one from Delmar Thomas and wife recorded in Vol. 190 at page 159 of the deed records, to Charles Thomas and wife; and one from Charles Thomas and wife to Delmar Thomas and wife, recorded in Vol. 190 at page 157 of the deed records of this County. Reference is hereby made to said agreement and to both of said deeds, and the same are incorporated herein by reference as though set out in full in this agreement. Except as hereinafter specifically provided, none of the terms and conditions of said agreement and said deeds are changed.

Under the terms of said agreement and of said deeds, mutual easements of way were granted and agreed upon, as follows:

1. A lane running east and west between the west half of Tracts 7 and 8 above mentioned, approximately 1320 ft. in length, hereinafter referred to as the east and west lane. Said lane is now fenced and, except as hereinafter provided, is by this agreement established within the existing fence lines.

PRELIMINARY TITLE - TRACT 10

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2. A lane 20 ft. wide running north and south along the east sides of Tracts 8, 6, and both the 21-acre tracts above mentioned. Said lane is hereinafter referred to as the north and south lane.

The agreement of June 25, 1956, above mentioned also refers to a well located on Tract 8 above mentioned.

Disputes have arisen among the parties hereto with reference to the use of said lanes and the maintenance of fences and gates along and within the same; and with reference to the maintenance of fences along the highway facing tracts 7 and 8 above mentioned. This agreement is entered into in order to settle all matters in dispute among the parties hereto relating to said lands and relating to the interpretation of the two deeds above mentioned.

In consideration of the premises and the promises hereinafter contained, therefore, it is hereby agreed between and among said parties as follows:

There is now a line fence along the full length of the east side of the north and south lane. Such line fence shall continue to be maintained as the same now is or the same may hereafter be agreed upon or established by the adjoining landowners. There shall be constructed and maintained along the full length of the west line of said north and south lane, a fence of two-strands of barbed wire of sufficient strength to restrain cattle. Said fence shall be constructed on or before August 1, 1959. No fence sufficient for restraining hogs, chickens, or other stock need be maintained along the west line of said north and south lane. Said north and south lane is approximately 2150 ft. in length. The same shall be measured. An iron post and one brace shall be furnished by Charles Thomas, and the same shall be installed by Delmar Thomas at the halfway point of the west line of said lane. As soon as such center post is constructed, then Charles and Marie Thomas shall, at their own expense, maintain all the fence on the west side of said lane north of such post, and Delmar and Thelma Thomas shall maintain, at their own expense, all the fence on the west side of said lane south of said post. Delmar Thomas agrees to brace the existing post at the southwest corner of said north and south lane. Charles Thomas agrees to maintain a brace at the northwest corner of said north and south lane.

PRELIMINARY TITLE - TRACT 10

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Three gates shall be constructed and maintained across said north and south lane; one at the south end thereof, one at the north end thereof, and one at the line between the two 21-acre tracts above mentioned. No other gates shall, at any time, be constructed or maintained across said north and south easement. Delmar Thomas agrees to construct and maintain the two north gates, and Charles Thomas agrees to construct and maintain the south gate of said three cross gates. Said three gates shall, at all times, be kept closed when not in use and the parties shall be liable to the other for any damage arising from the violation of this provision.

Either of the parties hereto shall have the right, at his own expense, to construct and maintain such side gates into such north and south lane from his own land as he may desire. Such side gates shall also be kept closed at all times.

Each of the parties shall have the right, at his own expense, to construct and maintain such drainage tile within such north and south lane as he may desire. Neither party hereto shall be required to furnish any surface improvement for said lane.

With reference to the east and west lane above mentioned, fences are now in existence along both the north and south sides thereof. Hereafter Charles and Marie Thomas agree, at their own expense, to maintain the fence along the full length of the south side of said lane, and Delmar and Thelma Thomas agree, at their own expense, to maintain the fence along the full length of the north side of said lane. No gate need be maintained at the west end of said east and west lane. The gate now existing at the east end of said lane shall, within one year from the date hereof, be moved by Charles Thomas east a distance of approximately 100 ft. so that the same is in line with the north and south line fence between tracts 7 and 8 above mentioned. Such gate shall hereafter be maintained by Charles and Marie Thomas. Either of the parties hereto shall have the right to construct and maintain, at their own expense, such side entrances gates into said east and west lane as they may desire. No other gates shall be maintained across said easement. The said Delmar Thomas shall have the right, at his option, within one year from the date hereof, to install a cattle guard gate at the entrance to the house standing on the north side of said lane.

PRELIMINARY TITLE - TRACT 10

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Any side gates into said east and west lane shall be kept closed. A two-strand barbed wire fence, or other device, sufficient to turn cattle, shall be satisfactory along both sides of said east and west lane. No fence sufficient to turn chickens or hogs or other stock shall be necessary.

Said east and west lane is now graveled from the highway east to approximately the Charles Thomas barn standing on the south side thereof. The cost of maintaining the graveled part of said lane has heretofore and shall hereafter be borne 40% by Charles and Marie Thomas and 60% by Delmar and Thelma Thomas. Neither party shall have any obligation to improve the surface of the remaining part of said lane. Hereafter no gravel containing larger than pea-sized stone shall be used on the improved part of said east and west lane.

Charles Thomas agrees to maintain a fence sufficient to turn cattle along the east side of the highway for a distance of approximately 80 rods south of the south line of the east and west lane above mentioned. Delmar Thomas agrees to maintain the fence sufficient to turn cattle along the east side of the highway for a distance of approximately 80 rods more or less north of the north line of the east and west lane above mentioned. Gates in said fences shall be kept closed.

With reference to the well above mentioned and mentioned in the agreement of June 25, 1956 above referred to, it is agreed that Charles and Marie Thomas shall pay one-half and Delmar and Thelma Thomas shall pay one-half of the cost of upkeep and maintenance of said well, as long as either of the parties desires to use said well. In the event either of said landowners, for any reason, at any time hereafter, does not desire to continue to use said well, then they shall notify the other parties of such intention, and shall not thereafter be liable for any maintenance of said well.

Delmar Thomas shall have the right at his option to remove the water tank now standing on his land and connected to the well above mentioned. Upon the removal of said water tank, Delmar Thomas shall, at his own expense, reconnect the pipe now running from the well pit to the pipe leading to the Charles Thomas barn. Delmar Thomas shall furnish Charles Thomas the valve which Charles Thomas shall then install at the Charles Thomas barn end of said water pipe. The change-over from the

This is to notify you we are discontinuing
the use of water as of April 5, 1961
Charles Thomas

Recorded above from original written instrument April 19, 1961.

Fee 0.50

Don: D. J. Deane
Williams County Recorder

PRELIMINARY TITLE - TRACT 10

F.VOL 6 PAGE 392

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well as above described shall be made without unreasonable delay in water service to the Charles Thomas barn.

Insofar as applicable, this agreement shall run with the land and shall bind all heirs and other successors in title to all the lands above mentioned.

IN WITNESS WHEREOF the parties have set their hands this 19th day of June, 1959.

Signed and acknowledged in the presence of:

[Signature]
Walter C. Hager

Charles Thomas
Charles Thomas

Marie Thomas
Marie Thomas

Delmar Thomas
Delmar Thomas

Thelma Thomas
Thelma Thomas

STATE OF OHIO,

WILLIAMS COUNTY, SS:

Be It Remembered, That on this 19th day of June, 1959, before me, the subscriber, a Notary Public in and for said county, personally came the above named Charles Thomas and Marie Thomas, husband and wife; and Delmar Thomas and Thelma Thomas, husband and wife; parties to the foregoing agreement, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



F. R. Parker - Notary Public
Com. Ex. 6/22/60

This instrument prepared by F. R. Parker, Attorney, Bryan, Ohio.

79987.

RECEIVED FOR RECORD

June 19, 1959

At 2:32 o'clock P.M.

Recorded June 26, 1959

In record of

Vol.

Page

E. E. Smith

By Mary Quinn

June 24, 1959

9:17

PRELIMINARY TITLE - TRACT 11

TRACT 11

PRE-AUCTION SEARCH
David L. Nester, AKA David Nester
R.1 T.7 S.31 TR.1 16.86A
County Road 1

Title Vested In:

David L. Nester, AKA David Nester
By virtue of a Quit Claim Deed
By virtue of a Warranty Deed
From: Donna Jean Kimpel, formerly known as Donn Jean Buell, an unmarried women of legal age.
Dated: February 26, 1987
Filed: March 2, 1987 at 11:36 A.M. O'clock
Deed Record Volume 276, Page 994 Williams County Recorder's Office

By virtue of a Quit Claim Deed
From: Rebecca A. Nester, an unmarried women of legal age.
Dated: December 28, 1987
Filed: December 28, 1987 at 10:55 A.M. O'clock
Deed Record Volume 279, Page 685 Williams County Recorder's Office

From: Roxana Nester, an unmarried women of legal age and former wife of the Grantee herein.
Dated: January 10, 2002
Filed: January 14, 2002 at 3:22 P.M. O'clock
Official Record Volume 98, Page 70 Williams County Recorder's Office

Description:

PER WILLIAMS COUNTY ENGINEER'S STAMP ON PRIOR DEED:
"NEW LEGAL DESCRIPTION AND SURVEY REQUIRED NEXT TRANSFER"

Mortgage:

from David L. Nester, an unmarried man, to The Edon State Bank, in the amount of \$475,000.00, dated April 23, 2004, filed for record April 26, 2002 in Official Record Volume 171, page 1558.

Taxes:

The taxes for the first half of the year 2025 in the amount of \$269.99 + *14.86 + **9.79 + ***2.68 = \$297.32 and all prior taxes and assessments are fully paid.

The taxes for the second half of the year 2025 are a lien and are due and payable as follows:

Due July, 2026
\$223.45
14.85 *Code #11-444
9.79 **Code #11-621
2.68 ***Code #40-777
\$250.77

The taxes for the year 2026 are a lien against said premises but have not yet been determined and spread upon the tax duplicates.

"Subject to increases in taxes and valuation due to vote levies and/or revaluation not yet certified by the County Auditor and/or revaluation made under an action brought pursuant to Sec. 5715.19 O.R.C."

Said premises are listed at the following valuations for taxation purposes:

Parcel No. 071-310-00-005.000
Land only - \$14,510.00

Special Assessment:

*Code #11-444 Tamarack Main (2011) Ditch Assessment, determined yearly.
**Code #11-621 Bear Creek (2011) Ditch Assessment, determined yearly.
***Code #40-777 St. Joe Watershed Perm-Main (2006) Ditch Assessment, determined yearly.

PRELIMINARY TITLE - TRACT 11

Lease:

Oil and Gas Lease from Henry Buell and Donna Buell (his wife) to Murphy Oil Company, dated September 24, 1971, filed for record February 18, 1972 in Lease Volume 17, page 329. A copy is attached.

CAUV Note:

"Captioned parcels are currently receiving a CAUV tax credit. Therefore, any change in the usage of the Land, failure to apply and/or re-apply on an annual basis may result in a recoupment fee charged to the then current owner at a later date. The Company assumes no liability for any such recoupment."

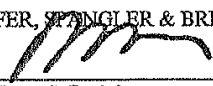
Pending Suit:

There is pending in the Probate Court of Williams County, Ohio, the Estate of David L. Nester, who died December 21, 2025, under Case Number 20261007. The Last Will and Testament of said decedent was filed and admitted to probate on January 12, 2026. Letters of Authority were issued to Joshua Nester and Colin Nester as Co Executors of said estate, with power to sell real estate on January 13, 2026. A Certificate of Service of Notice of Will was filed January 12, 2026. A Certification of Notice to Administrator of Medicaid Estate Recovery Program was filed January 15, 2026. Nothing further has been filed.

NOTE: We do not represent the presence or absence of liens in favor of the State of Ohio for Medicaid assistance if those liens are not actually of public record.

Dated this 2nd day of July, 2026 at 8:30 A.M. O'clock.

NEWCOMER, SHAFFER, SPENGLER & BREININGER

BY: 

Ryan S. Breininger

PL# 073560-00001
RSB:dab

PRELIMINARY TITLE-TRACT 11

Form O.S. 1102

THIS AGREEMENT, made and entered into this 24 day of SEPTEMBER A.D. 1921, by and between HENRY BUELL & DONNA BUELL (his wife) of HAMINGTON, INDIANA hereinafter called the Lessor, and MURPHY OIL COMPANY of 6161 BUSCH BLVD COLUMBUS, OHIO hereinafter called the Lessee.

1. WITNESSETH, That the said Lessor, in consideration of the sum of one dollar, the receipt of which is hereby acknowledged, and of the covenants and agreements herein contained, does hereby grant unto the Lessee all of the oil and gas and/or the constituents of either, in and under the lands hereinafter described, together with the exclusive right to drill for and produce oil and gas and the constituents of either, and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water and to pump, use and occupy so much of said premises as is necessary and convenient in removing the above named products therefrom by pipe lines or otherwise for a term of ten (10) years and as much longer thereafter as oil, gas, or their constituents are produced in payable quantities therefrom, or operations are maintained on, all of that certain tract of land situated in

Sec. No. 30 & 31 Township of FLORENCE County of WILLIAMS

and State of OHIO, bounded substantially as follows

Containing by the land of SW 1/4 - SEC 30 & NW 1/4 - SEC 31 - T 7 N - R 1 E - S 7 T 2 E 35

On the East by the land of

On the South by the land of

On the West by the land of

containing FIFTY SEVEN (57) Acres, more or less, being all the land owned by Lessor in said Township, provided, however, that if at the termination of said term, either primary or extended, there is a well in process of being drilled on said lands, then this lease shall continue in force so long as such drilling is continued with reasonable diligence and so much longer thereafter as oil or gas or their constituents are found on said premises in payable quantities, in the judgment of the Lessee. If being understood, however, that no well shall be drilled within two hundred feet of the barn or dwelling on said premises without the consent of Lessor.

2. In consideration of the premises the said parties covenant and agree as follows: Lessor to deliver to the credit of the Lessee in tanks or pipe lines one-eighth (1/8) of the oil produced and saved from the premises. Lessor to receive the field market price per thousand cubic feet for one-eighth (1/8) of all gas marketed from said premises, and the same to be paid for on or before the 15th day of the month following in which same is marketed.

3. Lessor to commence a well on said premises within 90 DAYS from this date or pay to Lessee FIFTY SEVEN Dollars (\$ 57.00) each year, payable quarterly thereafter until said well is completed or the lease surrendered; but the completion of a well upon said lands unproductive of oil or gas in paying quantities shall be considered as the equivalent of and regarded as the tender of delay rental for a period of one year thereafter and in no event shall the written lease expire before one year after the drilling of a dry hole regardless of the primary term provided for in the written lease. In the event gas can be produced, but due to a lack of transportation facilities or lack of existing facilities same cannot be marketed, Lessor shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, as royalty, an amount equal to the delay rental provided in paragraph 22 hereof, and while said royalty is so paid or tendered this lease shall be held as a non-producing lease under paragraph 21 hereof. This lease shall terminate well and void for failure to pay rental for any period when same becomes due and payable, provided, however, that Lessor or his assigns if given 10 days written notice of his failure to pay said rental and they are not paid within said 10 days.

4. Lessor shall bury, when so requested by Lessee, all pipe lines used in conduct gas or oil off the premises and pay all damage to growing crops caused by operations under this lease, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

5. Lessor may lay a line to any gas well on said lands and take gas produced from said well for use for light and heat in one dwelling house on said land at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee. The first two hundred thousand cubic feet of gas taken in one year shall be free of cost, but all gas in excess of two hundred thousand cubic feet shall be sold for at the current published rate in the town nearest the premises hereinafter described, and the measurements and regulations shall be by meter and regulations set at the top of the line. This privilege is upon the condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of gas.

6. The Lessee at any time may notify the Lessor in writing at Lessor's last known address, by registered mail, of the Lessee's intention to use any well located on the leased premises and the leased premises for any and all of the purposes hereinafter provided of drilling, storing or holding in storage, and removing gas, in and from any tanks, struts or formations underlying the premises, and upon the giving of such notice the Lessee may use any such well and the leased premises for any and all of said purposes. The Lessee shall pay to the Lessor a rental of \$200.00 each year for each such well while in use provided that the rental for the first year for a well so used shall be equivalent to the one-eighth royalty payments to the Lessee, if more than \$200.00, for gas produced and marketed from such well during the consecutive periods of time aggregating 100 days and preceding the giving of such notice, and for each year thereafter a rental for such well to be equivalent to first year's rental, if more than \$200.00, reduced each year by the amount of \$200.00 until reduced to \$200.00, and for each year thereafter a rental of \$200.00 for such well so used. If there shall be no well used for gas storage purposes on the leased premises, but if a well used by the Lessee for any of the gas storage purposes hereinafter mentioned to the Lessor of his intention to use the leased premises for any or all of said gas storage purposes, and thereupon may use the leased premises for said purposes and shall be the sole judge as to whether gas is being stored or held in storage within the leased premises. The rental for each year for such use shall be the same amount as, but in lieu of, the delay rental hereinafter provided to be paid to commence with lease in effect until the commencement of a well or of the use of the premises for any of the gas storage purposes and shall have the same effect of continuing this lease in force as though a producing well or a well used for gas storage purposes were drilled on the leased premises; provided, that if a well is drilled and produced and used for any of the gas storage purposes on the leased premises the rental for such use of the leased premises, in lieu of the foregoing rental, shall be \$200.00 each year for such well and the same sum each year for each additional well so drilled and used. If the Lessee does not use a well for gas storage purposes but continues to use the premises for such purpose and there shall be no other well located thereon, the rental for such use shall be the land rental hereinafter provided. All land rental and well rental may be paid by the Lessee in quarterly installments.

7. The Lessor hereby grants to the Lessee the right to consolidate the leased premises or parts thereof with other lands to form an oil and gas development unit of not more than one hundred sixty (160) acres for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the purposes of all the provisions and covenants of this lease to the same extent as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the twenty of the lands on which such well is located may take gas for use in one dwelling house on such owner's land in accordance with the provisions of this lease, and provided further that the Lessee agrees to accept, in lieu of the 1/8 oil and gas royalty hereinafter provided, that proportion of such 1/8 royalty which the acreage herein leased bears to the total number of acres comprising said development unit. If said development unit shall thereafter be used for gas storage purposes the well rental or land rental hereinafter provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each such parcel bears to the entire acreage of said unit.

8. It is agreed that the storage rental or royalty on any well, or wells, paid and to be paid as herein provided and will be accepted by Lessee in advance and full consideration to render it optional with Lessee as to whether or not it shall drill a well or wells to offset producing wells on adjoining or adjacent premises.

9. Should it be determined that Lessor is not the owner of the entire tract above described then and thereupon Lessee shall receive a proportional amount in accordance with the rental and royalty for any fraction of the above premises owned.

10. Payment of all moneys due on this lease may be made by cash or check, to EDDIE STATE BANK CO by deposit to the credit of LESSOR ADDRESS ABOVE and mailed to

11. Lessor agrees that Lessee is to have the privilege of using sufficient oil, gas or water, for fuel, in operating premises and the right at any time to remove any machinery or fixtures placed on said premises and further upon the payment to the Lessor of one dollar and all amounts due hereunder said Lessee shall have the right to surrender this lease or any portion thereof by written notice to Lessor describing the portion of the above tract that it elects to surrender or by returning to Lessor the lease with the endorsement of surrender thereon, or recording the surrender of this lease on the margin of the record hereof, either of which shall be a full and final surrender of this lease, to all of said tract or such portion thereof as said surrender shall indicate and a cancellation of all liabilities under same of each and all parties hereto to the extent indicated on said surrender, and the several rental hereinafter set forth shall be reduced in proportion to the acreage surrendered. No change in the ownership of the land or assignment of rental or royalty shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a certified copy thereof.

12. All covenants and conditions between the parties hereto shall extend to their heirs, executors, successors and assigns and the Lessee hereby warrants and agrees to defend the title to the land herein described. Lessor further agrees that the Lessee shall have the right at any time to redeem for Lessor, or otherwise acquire by payment, any mortgage or any other lien upon the above described lands which in any manner affect the Lessee's interest therein in the event of default of payment by Lessor and be subrogated in full to all the rights of the holder thereof the same as if Lessee were the original owner of said mortgage or lien.

Any additions to the above agreement that are noted on the reverse side are a part of this lease and are agreed to by both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Signed and acknowledged in presence of

Henry Buell
Donna Buell

Henry Buell
Donna Buell

PRELIMINARY TITLE - TRACT 11

STATE OF OHIO)
 COUNTY OF WINNEBAGO)
 personally appeared the said HENRY BUEL & DONNA BUEL
 who acknowledged that THEY did sign and seal the foregoing instrument and that it is THEIR free act and deed.
 WITNESS my hand and OFFICIAL seal, this day and year aforesaid.
 Notary Public
 State of Ohio
 Commission Expires 4-24-74
 STATE OF OHIO)
 COUNTY OF WINNEBAGO)
 Before me, a Notary Public in and for said county and state, personally appeared _____ and _____
 the _____ President and _____ Secretary, respectively, of _____
 the above named corporation, who acknowledged to me that they did execute the foregoing instrument for and on behalf of said corporation, pursuant to authority so to do duly conferred upon them by the Board of Directors of said corporation, and that the same is the free act and deed of said corporation and of themselves as such officers, for the use and purpose therein set forth.
 In Testimony Whereof, I have hereunto set my hand and affixed my official seal at _____
 this _____ day of _____ 19____
 Notary Public
 State of Ohio
 Commission Expires _____
 STATE OF OHIO)
 COUNTY OF WINNEBAGO)
 personally appeared the said _____
 who acknowledged that _____ did sign and seal the foregoing instrument and that it is _____ free act and deed.
 WITNESS my hand and _____ seal, this day and year aforesaid.
 Notary Public, Junete of the Peace

This instrument prepared by MURPHY OIL COMPANY

[illegible]

PRELIMINARY TITLE - TRACT 12

TRACT 12

LIEN SEARCH
David L. Nester, AKA David Nester
R.1 T.7 S.30 TRACT 5 40A
County Road 1

Title Vested In:

David L. Nester, AKA David Nester
By virtue of a Warranty Deed
From: Donna Jean Kimpel, formally known as Donna Jean Buell, an unmarried women of legal age.
Dated: February 26, 1987
Filed: March 2, 1987 at 11:36 A.M. O'clock
Deed Record Volume 276, Page 994 Williams County Recorder's Office

By virtue of a Quit Claim Deed
From: Rebecca A. Nester, an unmarried women of legal age.
Dated: December 28, 1987
Filed: December 28, 1987 at 10:55 A.M. O'clock
Deed Record Volume 279, Page 685 Williams County Recorder's Office

By virtue of a Quit Claim Deed
From: Roxana Nester, an unmarried women of legal age and former wife of the Grantee herein.
Dated: January 10, 2002
Filed: January 14, 2002 at 3:22 P.M. O'clock
Official Record Volume 98, Page 70 Williams County Recorder's Office

Description:

PER WILLIAMS COUNTY ENGINEER'S STAMP ON PRIOR DEED:
"NEW LEGAL DESCRIPTION AND SURVEY REQUIRED NEXT TRANSFER"

Mortgage:

from David L. Nester, an unmarried man, to AgCredit Agricultural Credit Association, in the open-end amount of \$640,000.00, dated May 18, 2016, filed for record May 31, 2016 in Official Record Volume 314, page 3440. Said mortgage includes other real estate not of this pre-auction search.

Taxes:

The taxes for the first half of the year 2025 in the amount of \$767.73 + *36.61 + **55.85 + ***26.81 + ****7.68 = \$894.68 and all prior taxes and assessments are fully paid.

The taxes for the second half of the year 2025 are a lien and are due and payable as follows:

Due July, 2026
\$635.41
36.60 *Code #11-444
55.85 **Code #11-444B
26.81 ***Code #11-621
7.68 ****Code #44-777
\$762.35

The taxes for the year 2026 are a lien against said premises but have not yet been determined and spread upon the tax duplicates.

"Subject to increases in taxes and valuation due to vote levies and/or revaluation not yet certified by the County Auditor and/or revaluation made under an action brought pursuant to Sec. 5715.19 O.R.C."

Said premises are listed at the following valuations for taxation purposes:

Parcel No. 071-300-00-007.000
Land only - \$41,260.00

Special Assessment:

*Code #11-444 Tamarack Main (2011) Ditch Assessment, determined yearly.
**Code # 11-444B Tamarack BR (2011) Ditch Assessment, determined yearly.
***Code #11-621 Bear Creek (2011) Ditch Assessment, determined yearly.
****Code #44-777 St. Joe Watershed Perm-Main (2006) Ditch Assessment, determined yearly.

PRELIMINARY TITLE - TRACT 12

Lease:

Oil and Gas Lease from Henry Buell and Donna Buell (his wife) to Murphy Oil Company, dated September 24, 1971, filed for record February 18, 1972 in Lease Volume 17, page 329. A copy is attached.

Oil and Gas Lease from Burton Buyell and Donna Buell (his wife) to Murphy Oil Company, dated September 24, 1971, filed for record February 18, 1972 in Lease Volume 17, page 331. A copy is attached.

CAUV Note:

"Captioned parcels are currently receiving a CAUV tax credit. Therefore, any change in the usage of the Land, failure to apply and/or re-apply on an annual basis may result in a recoupment fee charged to the then current owner at a later date. The Company assumes no liability for any such recoupment."

Pending Suit:

There is pending in the Probate Court of Williams County, Ohio, the Estate of David L. Nester, who died December 21, 2025, under Case Number 20261007. The Last Will and Testament of said decedent was filed and admitted to probate on January 12, 2026. Letters of Authority were issued to Joshua Nester and Colin Nester as Co Executors of said estate, with power to sell real estate on January 13, 2026. A Certificate of Service of Notice of Will was filed January 12, 2026. A Certification of Notice to Administrator of Medicaid Estate Recovery Program was filed January 15, 2026. Nothing further has been filed.

NOTE: We do not represent the presence or absence of liens in favor of the State of Ohio for Medicaid assistance if those liens are not actually of public record.

Dated this 2nd day of July, 2026 at 8:30 A.M. O'clock.

NEWCOMER, SHAFFER, SPANGLER & BREININGER

BY: 
Ryan S. Breininger

PL# 073560-00001
RSB:dab

PRELIMINARY TITLE - TRACT 12

Vol 17 Page 330
 On this 24 day of September A. D. 1921
 before me, a Notary Public
 personally appeared the said HENRY BUELL & DONNA BUELL
 who acknowledged that THEY did sign and seal the foregoing instrument and that it is THEIR free act and deed.
 WITNESS my hand and OFFICIAL seal, the day and year aforesaid.
 Notary Public
 Charles B. Buehl
 State of Ohio
 County of Williams
 Before me, a Notary Public in and for said county and state, personally appeared
 the said HENRY BUELL & DONNA BUELL
 who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said corporation, pursuant to authority so in do duly conferred on them by the Board of Directors of said corporation, and that the same is the free act and deed of said corporation and of themselves as such officers, for the uses and purposes therein set forth.
 In Testimony Whereof, I have hereunto set my hand and affixed my official seal at this day of September 1921
 My Commission Expires: 1923
 Notary Public
 State of Ohio
 County of Williams
 Before me, a Notary Public in and for said county and state, personally appeared
 who acknowledged that they did sign and seal the foregoing instrument and that it is their free act and deed.
 WITNESS my hand and seal, the day and year aforesaid.
 Notary Public, Justice of the Peace

This instrument prepared by MURPHY OIL COMPANY

[illegible]

PRELIMINARY TITLE - TRACT 12

PVOL 17 PAGE 332
 STATE OF OHIO)
 COUNTY OF WILLIAMS)
 personally appeared the said BURTON BUELLE DONNA BUEL
 who acknowledged that THEY did see and seal the foregoing instrument and that it is THEIR free act and deed.
 WITNESS my hand and OFFICIAL seal, the day and year aforesaid.
 Notary Public
 Commission expires 11-29-74
 STATE OF _____)
 COUNTY OF _____)
 Before me, a Notary Public in and for said county and state, personally appeared _____
 and _____
 the _____ President and _____ Secretary, respectively, of _____
 the above named corporation, who acknowledged to me that they did execute the foregoing instrument for and on behalf of said corporation, purporting to authority
 in to do the same conferred on them by the Board of Directors of said corporation, and that the same is the free act and deed of said corporation and of themselves as
 such officers for the uses and purposes therein set forth.
 In Testimony Whereof, I have hereunto set my hand and affixed my official seal at _____
 this _____ day of _____ 19____
 My Commission Expires _____
 Notary Public
 STATE OF _____)
 COUNTY OF _____)
 personally appeared the said _____
 who acknowledged that _____ did see and seal the foregoing instrument and that it is _____ free act and deed.
 WITNESS my hand and _____ seal, the day and year aforesaid.
 Notary Public
 Commission Expires _____

This instrument prepared by MURPHY OIL COMPANY

OIL, GAS AND STORAGE LEASE		To	From	Year	LOCATED	RECEIVED	RECORDED	DATE	FILE
MURPHY OIL COMPANY		11/10/18	11/10/18	18	11/10/18	11/10/18	11/10/18	11/10/18	11/10/18
6161 Busch Blvd.		11/10/18	11/10/18	18	11/10/18	11/10/18	11/10/18	11/10/18	11/10/18
Columbus, Ohio 43229		11/10/18	11/10/18	18	11/10/18	11/10/18	11/10/18	11/10/18	11/10/18
Post Office		11/10/18	11/10/18	18	11/10/18	11/10/18	11/10/18	11/10/18	11/10/18
Record by		11/10/18	11/10/18	18	11/10/18	11/10/18	11/10/18	11/10/18	11/10/18
Recorded		11/10/18	11/10/18	18	11/10/18	11/10/18	11/10/18	11/10/18	11/10/18
Date		11/10/18	11/10/18	18	11/10/18	11/10/18	11/10/18	11/10/18	11/10/18
File		11/10/18	11/10/18	18	11/10/18	11/10/18	11/10/18	11/10/18	11/10/18

mail: Murphy Oil Co.

PRELIMINARY TITLE - TRACTS 13 & 14

TRACTS 13 & 14

LIEN SEARCH
David L. Nester, AKA David Nester
R.1 T.7 S.31 TR.6 47.18A
County Road H

Title Vested In:

David L. Nester, AKA David Nester
By virtue of a Warranty Deed
From: W & H F Inc. a Corporation incorporated under the laws of the State of Ohio
Dated: September 22, 1980
Filed: September 22, 1980 at 11:07 A.M. O'clock
Deed Record Volume 261, Page 690 Williams County Recorder's Office

By virtue of a Quit Claim Deed
From: Rebecca A. Nester, an unmarried women of legal age.
Dated: December 28, 1987
Filed: December 28, 1987 at 10:55A.M. O'clock
Deed Record Volume 279, Page 685 Williams County Recorder's Office

By virtue of a Quit Claim Deed
From: Roxanna Nester, an unmarried women of legal age and former wife of the Grantee herein
Dated: January 10, 2002
Filed: January 14, 2002 at 3:22 P.M. O'clock
Official Record Volume 98, Page 70 Williams County Recorder's Office

Description:

Situated in the Northeast Quarter Section 31, Town 7 North, Range 1 East, Florence Township, Williams County, Ohio. More specifically described as follows: Commencing at a railroad spike over a stone in place at the Northeast corner of the Northeast Quarter of said Section 31; thence North 89°55' West (assumed bearing) along the centerline of County Road "H" 825.43 feet to a ¼ inch iron pin set this survey; thence South 48°21'20" West along the centerline of County Road "H" 658.15 feet to the true point of beginning; said point being a railroad spike set this survey; thence South 0°00'40" East 2197.67 feet to a 1 inch iron anchor post set in concrete found this survey; thence North 89°59'20" West 1317.68 feet to a ¼ inch iron pin set this survey; thence North 0°00' East 1444.41 feet to a railroad spike set this survey; said point being the centerline of County Road "H"; thence North 74°31'40" East along the centerline of County Road "H" 248.97 feet to a PK nail and shiner set this survey; thence North 72°49'20" East along the centerline of County Road "H" 479.93 feet to a ¼ inch iron pin set this survey; thence North 48°02' East along the centerline of County Road "H" 380.63 feet to a PK nail and shiner set this survey; thence North 49°47'20" East along the centerline of County Road "H" 252.88 feet to a PK nail and shiner set this survey; thence North 48°21'20" East along the centerline of County Road "H" 191.11 feet to the point of beginning. Containing 52.18 acres more or less. Subject to public road right-of-way and all easements on record.

Reference is hereby made to a survey prepared by Lawrence R. Eriksen recorded in Volume 8R, Page 159 in the office of the Williams County Engineer, Bryan, Ohio.

SAVING AND EXCEPTING THEREFROM the following described parcel of real estate, to-wit:

A parcel of land being part of the Northeast Quarter of Section 31, Township 7 North, Range 1 East, Florence Township, Williams County, Ohio and being more particularly described as follows: Commencing at a railroad spike found, at the Northeast corner of the Northeast Quarter of Section 31; Thence North 89°53'51" West, on the centerline of County Road H, for a distance of 825.61 feet, to a 5/8" iron pin found; Thence South 48°22'49" West, on the centerline of County Road H, for a distance of 849.12 feet, to a railroad spike found; Thence South 49°47'50" West, on the centerline of County Road H, for a distance of 252.87 feet, to a railroad spike found; Thence South 48°02'30" West, on the centerline of County Road H, for a distance of 122.61 feet, to a railroad spike set, being the TRUE POINT OF BEGINNING for the parcel herein described; Thence South 00°00'00" West, for a distance of 26.90 feet, to a 5/8" X 30" iron pin and reference cap set; Thence continuing South 00°00'00" West, for a distance of 749.29 feet, to a 5/8" X 30" iron pin and reference cap set; Thence South 90°00'00" West, for a distance of 338.99 feet, to a 5/8" X 30" iron pin and reference cap set; Thence North 00°00'00" East, for a distance of 537.27 feet, to a 5/8" X 30" iron pin and reference cap set; Thence continuing North 00°00'00" East, for a distance of 20.93 feet, to a point on the centerline of County Road H; Thence North 72°49'20" East, on the centerline of County Road H, for a distance of 154.00 feet, to a ¼" iron pin found; Thence North 48°02'30" East, on the centerline of County Road H, for a distance of 258.00 feet, to the TRUE POINT OF BEGINNING of the parcel

PRELIMINARY TITLE - TRACTS 13 & 14

herein described, containing 5.001 acres of land, more or less, excepting therefrom all legal easements, zoning restrictions and legal highways of record. The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.

Reference is hereby made to a survey made by Chester A. Miller, Registered Surveyor No. 6691 and recorded in Vol. 19R, Page 26 of the Williams County Record of Surveys. Parcel No. 071-310-00-003.000

Mortgage:

from David L. Nester, an unmarried man, to AgCredit Agricultural Credit Association, in the open-end amount of \$640,000.00, dated May 18, 2016, filed for record May 31, 2016 in Official Record Volume 314, page 3440. Said mortgage includes other real estate not of this lien search.

Taxes:

The taxes for the first half of the year 2025 in the amount of \$1,057.08 + *43.42 + **31.80 + ***9.05 = \$1,141.35 and all prior taxes and assessments are fully paid.

The taxes for the second half of the year 2025 are a lien and are due and payable as follows:

Due July, 2026

\$874.88

43.42 *Code #11-444

31.80 **Code #11-621

9.05 ***Code #40-777

\$959.15

The taxes for the year 2026 are a lien against said premises but have not yet been determined and spread upon the tax duplicates.

"Subject to increases in taxes and valuation due to vote levies and/or revaluation not yet certified by the County Auditor and/or revaluation made under an action brought pursuant to Sec. 5715.19 O.R.C."

Said premises are listed at the following valuations for taxation purposes:

Parcel No. 071-310-00-003.000

Land only - \$56,810.00

Special Assessment:

*Code #11-444 Tamarack Main (2011) Ditch Assessment, determined yearly.

**Code #11-621 Bear Creek (2011) Ditch Assessment, determined yearly.

***Code #40-777 St. Joe Watershed Perm Main (2006) Ditch Assessment, determined yearly.

Easements and Restrictions:

from David L. Nester and Rebecca A. Nester to Dome Pipeline Corporation, an Ohio Corporation, as recorded in Deed Record Volume 247, page 923 on Parcel 2 only. A copy is attached.

from James E. Stark, Sr. and Kathleen A. Stark to Dome Pipeline Corporation, an Ohio Corporation, as recorded in Deed Record Volume 251, page 470. A copy is attached.

Said easements were assigned by Dome Pipeline Corporation of Ohio to Dome Pipeline Corporation, a Delaware Corporation as recorded in Miscellaneous Record Volume 11, page 514 in the office of the Williams County, Ohio Recorder.

Lease:

Oil and Gas Lease from Otis Nester and Rosemary Nester, his wife, to Murphy Oil Company, dated September 24, 1971, filed for record February 18, 1972 in Lease Volume 17, page 319. A copy is attached.

CAUV Note:

"Captioned parcels are currently receiving a CAUV tax credit. Therefore, any change in the usage of the Land, failure to apply and/or re-apply on an annual basis may result in a recoupment fee charged to the then current owner at a later date. The Company assumes no liability for any such recoupment."

PRELIMINARY TITLE - TRACTS 13 & 14

Pending Suit:

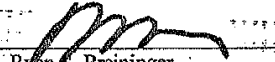
There is pending in the Probate Court of Williams County, Ohio, the Estate of David L. Nester, who died December 21, 2025, under Case Number 20261007. The Last Will and Testament of said decedent was filed and admitted to probate on January 12, 2026. Letters of Authority were issued to Joshua Nester and Colin Nester as Co Executors of said estate, with power to sell real estate on January 13, 2026. A Certificate of Service of Notice of Will was filed January 12, 2026. A Certification of Notice to Administrator of Medicaid Estate Recovery Program was filed January 15, 2026. Nothing further has been filed.

NOTE: We do not represent the presence or absence of liens in favor of the State of Ohio for Medicaid assistance if those liens are not actually of public record.

Dated this 2nd day of July, 2026 at 8:30 A.M. O'clock.

NEWCOMER, SHAFFER, SPANGLER & BREININGER

BY:


Ryan S. Breininger

PL# 073560-00001

RSB:dab

PRELIMINARY TITLE - TRACTS 13 & 14

001.000
133417 ✓
DOME OHIO

TRACT NO. 3 & 4

PIPELINE EASEMENT

THE UNDERSIGNED, whether one or more, hereinafter called the GRANTOR, being the owner of, or having an interest in, land situated in the County of Williams, State of Ohio, more fully described in two Warranty Deeds recorded in Volume 230, page 191 and Volume 240, page 816 for and in consideration of the sum of

Two hundred fifty and no/100-----Dollars (\$250.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys unto DOME PIPELINE CORPORATION OF OHIO, an Ohio Corporation, whose tax mailing address is Box 400, 314 East Thayer Avenue, Bismarck, North Dakota 58501, hereinafter referred to as GRANTEE, its successors and assigns, the right, privilege and easement for a Right-of-Way fifty (50) feet in width to survey, construct, maintain, inspect, operate, protect, repair, alter, replace, change the size of or remove, two pipelines and appurtenances thereto, as hereinafter provided, for the transportation of liquids, gases or solids, along a route to be selected by GRANTEE, upon, across, over and under the following described land:

The East Half of the Northeast Quarter (E/2 NE/4) of Section 31, Township 7 North, Range 1 East.

Said 50 foot strip is described as being 25 feet on either side of the following described reference line:

Beginning at a point on the West line of the East Half of the Northeast Quarter of Section 31, approximately 1334 feet North of the Southwest corner thereof; thence N 82° 18' 10" E, a distance of approximately 1344 feet to a point on the East line of the East Half of the Northeast Quarter of said Section 31, said point being approximately 1101 feet South of the Northeast corner thereof, containing 2.55 acres, more or less.

Design: see misc sub H pg 5-11
together with the right of ingress to, and egress from, said premises across the adjacent lands of the GRANTOR, for purposes reasonable and incidental to GRANTEE'S use of said Right-of-Way. GRANTEE may temporarily use additional work space adjacent to said fifty foot Right-of-Way, at certain locations where needed during construction, maintenance and removal of its pipelines and appurtenances.

THE PARTIES FURTHER AGREE:

1. USE OF RIGHT-OF-WAY BY GRANTOR. GRANTOR reserves the right to cultivate and use the ground within said Right-of-Way, provided that such use shall not interfere with or obstruct GRANTEE in its exercise of its rights or privileges, or create any actual or potential hazard to the pipelines and related facilities ultimately installed in said Right-of-Way.

2. ADDITIONAL CONSIDERATION. Before the installation of the initial pipeline, and not later than two (2) years from the date hereof, the GRANTEE will pay the GRANTOR, in person, or by certified mail addressed to GRANTOR at Route 1, Eden, Ohio

an additional sum of Two thousand seventy five and no/100----- Dollars (\$2,075.00), as complete and total payment for the easement granted. If this additional sum is not tendered, this easement and all rights herein shall terminate.

3. ADDITIONAL PIPELINE. It is understood and agreed that the additional sum expressed in Clause 2 above, when paid or tendered to GRANTOR, shall be in full payment for the first pipeline and appurtenances to be installed. If the GRANTEE, or its successors or assigns, shall elect to construct one additional line of pipe and appurtenances within the described Right-of-Way, whether during or after the initial construction period, the GRANTEE, or its successors or assigns, will pay the owner of the land, subject to this easement, a payment equal to the additional sum plus a payment for appreciation of 5% of the said additional sum, for each full calendar year elapsed since the date of this easement grant, but such payment for appreciation shall not exceed 50% of said additional sum. The payment required herein shall be paid or tendered, in full, before such construction is undertaken by the GRANTEE. Damages shall be paid after each construction program is completed, in accordance with Clause 5 herein.

Received for Record March 29 1976 At 10:15 AM
Recorded March 29 1976 In Record of Easements
Fee \$ 4.00 Don D. Henry Williams County Recorder
Ray H. Marshall
VOL. 247 PAGE 923

PRELIMINARY TITLE - TRACTS 13 & 14

Vol. 247 p. 924

4. **DEPTH OF PIPELINES.** The GRANTEE shall initially bury the pipeline, or pipelines at a depth necessary to cross under any drain tile cut during construction of said pipelines, and to provide a minimum cover of thirty six (36) inches in all cases, except where solid rock strata is encountered at a lesser depth, in which case a minimum cover of twenty four (24) inches will be provided.

5. **DAMAGES.** GRANTEE shall pay GRANTOR or GRANTOR'S tenants, as their respective interests may appear, for all damages to growing crops, grasses, trees, shrubbery, livestock, fences or buildings, caused by the operations or activities of the GRANTEE, whether in connection with the construction of the pipelines or future operations and activities of the GRANTEE. GRANTEE shall have the right to clear, and keep cleared, all trees, undergrowth and other obstructions from the Right-of-Way, and after the first pipeline has been installed, GRANTEE shall not be liable for damages for clearing trees and undergrowth from the Right-of-Way.

After the pipe trench is backfilled, rock shall be removed from the trench to a depth of eighteen (18) inches or to the depth of rock existing in directly adjacent undisturbed areas, whichever is the lesser depth. Such rock removed, together with other rock brought to the surface by GRANTEE'S operations shall be removed from the Right-of-Way and, at GRANTEE'S election, shall be deposited on the premises at a place to be designated by GRANTOR, or removed from said premises. The word "rock", as used herein, shall not include sand, gravel, or rock three (3) inches, or less, in diameter.

If the amount of any damages which GRANTOR may sustain as a result of GRANTEE'S exercise of rights hereunder cannot be mutually agreed upon, the same shall be ascertained and determined by three (3) disinterested persons; one to be appointed by GRANTOR, one by GRANTEE, and a third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

6. **DRAINAGE SYSTEMS.** All tile or other drainage systems that are cut or disturbed by the GRANTEE'S exercise of any rights granted herein shall be repaired and restored to their previous operable condition by GRANTEE, at its sole cost, in a good and workmanlike manner.

7. **CROSSOVERS AND FENCES.** During construction suitable crossovers shall be installed over the pipe trench as needed and/or reasonably requested by GRANTOR. All fences that are cut or disturbed shall be repaired by GRANTEE in a good and workmanlike manner. Before a fence is cut by GRANTEE, it shall be properly supported on either side of the contemplated opening by suitable posts and braces and temporary gates shall be provided at fence openings where required.

8. **RESTORATION OF CONSTRUCTION AREA.** The GRANTEE shall, insofar as is practicable, restore the surface of the construction area to its original grade and condition, except that earth shall be mounded over the pipe trench to compensate for settlement of the backfill, and employ accepted methods to prevent surface erosion.

If, within five years subsequent to the construction of any pipeline by the GRANTEE, or its successors or assigns upon said premises, the GRANTOR then reasonably determines that said construction has caused a soil and/or crop deficiency, compared to the fertility and/or crop yield of the GRANTOR'S lands and/or crops immediately adjacent and comparable thereto, then the GRANTEE will reimburse the GRANTOR for such crop deficiency and, in addition, reimburse the GRANTOR for the cost of restoring said premises to the level of fertility of his adjacent land. Written notice of any such soil and/or crop deficiency shall be given to the GRANTEE by the GRANTOR during the growing season, and said GRANTEE shall have the GRANTOR'S permission and a reasonable opportunity to inspect said crops. At GRANTEE'S request, GRANTOR shall harvest said crops from the construction area separately from adjacent areas and furnish GRANTEE with records of separate yields from each area. GRANTEE, at its election, may monitor such harvest and audit GRANTOR'S records.

9. **DISCONTINUANCE OF USE.** If the use of any pipeline constructed by GRANTEE in the easement area is discontinued, GRANTEE shall have the right, but shall not be required, to enter upon said premises and remove such pipeline and appurtenances thereto. If the use of both pipelines is discontinued for a continuous period of two (2) years, GRANTEE, its successors or assigns, shall furnish, at its expense, a release of the easement.

10. **CORRECTIVE DOCUMENTS.** The GRANTOR agrees to execute and deliver to GRANTEE, without additional compensation, any additional documents needed to correct the legal description of the easement area to conform to the Right-of-Way actually occupied by the initial pipeline.

11. **ASSIGNMENT AND COVENANT BY PARTIES.** The rights of either party may be assigned in whole or in part and the assignor shall be released from any future obligations under any assigned portion of this easement. The terms and provisions hereof shall constitute covenants running with the land and shall be binding upon, and inure to the benefit of the parties hereto, their successors, assigns, personal representatives and heirs.

12. **GRANTOR'S TITLE.** GRANTOR warrants that he is the owner of the above described lands, and has full right and authority to enter into and deliver this easement. This instrument may be executed in counterparts and each counterpart shall constitute a separate agreement between the parties thereto. Any payment provided hereunder shall be in proportion to GRANTOR'S interest in the undivided fee simple estate.

13. **WRITTEN NOTICE.** Any written notice or payment required under this easement may be delivered personally or mailed to the respective addresses shown for GRANTEE and GRANTOR on the first page of this instrument, unless written notice of a change of address has been furnished by the party requesting such change.

PRELIMINARY TITLE - TRACTS 13 & 14

14. TENANCY. GRANTOR represents that the above described premises IS NOT rented to
(is or is not)

ON a _____
(cash or crop)
basis, for a term ending the _____ day of _____, 19____.

15. ENTIRE AGREEMENT. This instrument contains the entire agreement of the parties and there are no other, or different, agreements or understandings between the GRANTOR and the GRANTEE, or its agents. The GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the GRANTEE, or its agents, except as are set forth herein.

WITNESSES:

Omer G. Keller
(Omer G. Keller)
James T. Williamson
(James T. Williamson)
Edmund R. Albaugh
(Edmund R. Albaugh)
Lawrence J. Glette
(Lawrence J. Glette)

Executed this 12 day of MARCH, 1976.

GRANTOR:

+ David L. Nester
(David L. Nester)

x Rebecca A. Nester
(Rebecca A. Nester)

TENANT'S CONSENT

The undersigned tenant in possession of the land described in the foregoing instrument, hereby adopts and joins in its execution, and consents to the enjoyment by the GRANTEE of the rights therein granted to it.

Executed the _____ day of _____, 19____.

WITNESSES:

TENANT:

None

ACKNOWLEDGMENT

STATE OF OHIO }
COUNTY OF WILLIAMS } SS:

On this 12 day of MARCH, 1976, before me, the undersigned Notary Public in and for said County and State, personally appeared

DAVID L. NESTER

to me known to be the person L named in, and who executed the foregoing instrument, and acknowledged that HE executed the same as HIS voluntary act and deed.

OMER G. KELLER
Notary Public, Williams County, Ohio
My Commission Expires April 28, 1979

Omer G. Keller
(Omer G. Keller) Notary Public

ACKNOWLEDGMENT

STATE OF OHIO }
COUNTY OF WILLIAMS } SS:

On this 12 day of MARCH, 1976, before me, the undersigned Notary Public in and for said County and State, personally appeared

REBECCA A. NESTER

to me known to be the person _____ named in, and who executed the foregoing instrument, and acknowledged that SHE executed the same as HER voluntary act and deed.

TAMERA R. ALPAUGH
Notary Public, Williams County, Ohio
My Commission Expires February 7, 1979

Tamera R. Alpaugh
(Tamera R. Alpaugh) Notary Public

THIS INSTRUMENT PREPARED BY DOME PIPELINE CORPORATION OF OHIO.

Check Nos. 2950

Tract No. 3 & 4
VOL. 247 PAGE 925

PRELIMINARY TITLE - TRACTS 13 & 14

138130 ✓

Tract No. 2

Vol. 251 Page 470

PIPELINE EASEMENT

THE UNDERSIGNED.

whether one or more, hereinafter called the GRANTOR, being the owner of, or having an interest in, land situated in the County of Williams, State of Ohio, more fully described in Warranty Deed recorded in Volume 234, Page 614 of Deed Records for and in consideration of the sum of Three Thousand Seven Hundred Fifty no/100----- Dollars (\$ 3,750.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys unto DOME PIPELINE CORPORATION OF OHIO, an Ohio Corporation, whose tax mailing address is Box 400, 314 East Thayer Avenue, Bismarck, North Dakota 58501, hereinafter referred to as GRANTEE, its successors and assigns, the right, privilege and easement for a Right-of-Way fifty (50) feet in width to survey, construct, maintain, inspect, operate, protect, repair, replace, change the size of or remove no more than two pipelines and appurtenances thereto, at any time, for the transportation of liquids, gases or solids, consisting of petroleum and/or natural gases and the derivatives of either or both, across and under the following described land; as shown on Exhibit "A", attached hereto and made a part hereof.

Ingress and egress to the Right-of-Way herein granted shall be limited to its terminal points ~~and existing roads.~~

THE PARTIES FURTHER AGREE:

1. USE OF RIGHT-OF-WAY BY GRANTOR. GRANTOR reserves the right to cultivate and use the ground within said Right-of-Way, provided that such use shall not interfere with or obstruct GRANTEE in its exercise of its rights or privileges, or create any actual or potential hazard to the pipelines and appurtenances ultimately installed in said Right-of-Way.

It is specifically understood that the GRANTORS are granting an easement only as herein described, and that GRANTORS, their heirs, successors and assigns, shall have the right to construct roadways, sidewalks, curbs, sewer lines, water mains and any other public

Received for Record May 11 1977 At 4:00 P.M.
Recorded May 11 1977 In Record of Deeds
Fec. \$ 11.50 W. H. Schlegel Williams County Recorder
by V. Marshall
even in drawer

PRELIMINARY TITLE - TRACTS 13 & 14

utilities in, upon and across said strip of land above described, said improvements to be so constructed so as not to interfere with GRANTEE'S exercise of the rights herein granted.

2. DEPTH OF PIPELINES. The GRANTEE shall initially bury the pipeline, or pipelines at a depth necessary to cross under any drain tile cut during construction of said pipelines, and to provide a minimum cover of forty eight (48) inches in all cases, except where solid rock strata is encountered at a lesser depth, in which case a minimum cover of twenty four (24) inches will be provided.

3. DAMAGES. GRANTEE shall pay GRANTOR or GRANTOR'S tenants, as their respective interests may appear, for all damages to growing crops, grasses, trees, shrubbery, livestock, fences or buildings, caused by the operations or activities of the GRANTEE, whether in connection with construction of the pipelines or future operations and activities of the GRANTEE. GRANTEE shall have the right to clear, and keep cleared, all trees, undergrowth and other obstructions from the Right-of-Way, and after the first pipeline has been installed, GRANTEE shall not be liable for damages for clearing trees and undergrowth from the Right-of-Way. This right shall not be construed to prevent the planting and harvesting of crops or the construction of cross fences.

After the pipe trench is backfilled, rock shall be removed from the trench to a depth of eighteen (18) inches or to the depth of rock existing in directly adjacent undisturbed area, whichever is the lesser depth. Such rock removed, together with other rock brought to the surface by GRANTEE'S operations shall be removed from the Right-of-Way and, at GRANTOR'S election, shall be deposited on the premises at a place to be designated by GRANTOR, or removed from said premises. The word "rock", as used herein, shall not include sand, gravel, or rock three (3) inches, or less, in diameter.

If the amount of any damages which GRANTOR may sustain as a result of GRANTEE'S exercise of rights hereunder cannot be mutually agreed upon, the same shall be ascertained and determined by three (3)

PRELIMINARY TITLE - TRACTS 13 & 14

251 PAGE 472

disinterested persons; one to be appointed by GRANTOR, one by GRANTEE, and a third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

4. DRAINAGE SYSTEMS. All tile or other drainage systems that are cut or disturbed by the GRANTEE'S exercise of any rights granted herein shall be repaired and restored to their previous operable condition by GRANTEE, at its sole cost, in a good and workmanlike manner, and shall be in accordance with the standards set forth in the Guide for Drainage Repair, recorded in Volume 10, Page 765 of the Miscellaneous Records, Office of the Williams County Recorder, Williams County, Ohio.

5. CROSSEOVERS AND FENCES. During construction suitable crossovers shall be installed over the pipe trench as needed by GRANTOR. All fences that are cut or disturbed shall be repaired by GRANTEE in a good and workmanlike manner. Before a fence is cut by GRANTEE, it shall be properly supported on either side of the contemplated opening by suitable posts and braces and temporary gates shall be provided at fence openings where required.

6. ABOVE-GROUND APPURTENANCES. There shall be no above-ground appurtenances except markers, vent pipes at road or railroad crossings, and electrolysis test station posts that are installed on the easement which shall be located at fence lines, tree rows, top banks of streams or at other such locations so as not to interfere with GRANTOR'S farming operations.

7. RESTORATION OF CONSTRUCTION AREA. The GRANTEE shall, insofar as is practicable, restore the surface of the construction area to its original grade and condition, except that earth shall be mounded over the pipe trench to compensate for settlement of the backfill, and employ accepted methods to prevent surface erosion.

If, within five years subsequent to the construction of any pipeline by the GRANTEE, or its successors or assigns upon said premises, the GRANTOR then reasonably determines that said construction has caused a soil and/or crop deficiency, compared to the fertility and/or crop yield of the GRANTOR'S lands and/or crops immediately adjacent and comparable thereto, then the GRANTEE will reimburse the GRANTOR for such crop deficiency and, in addition, reimburse the

PRELIMINARY TITLE - TRACTS 13 & 14

GRANTOR for the cost of restoring said premises to the level of fertility of his adjacent land. Written notice of any such soil and/or crop deficiency shall be given to the GRANTEE by the GRANTOR during the growing season, and said GRANTEE shall have the GRANTOR'S permission and a reasonable opportunity to inspect said crops.

8. SIZE OF THE PIPELINES. It is agreed that the pipelines to be initially constructed under the terms of this easement shall not exceed 12.750 inches and 10.750 inches in diameter, and never exceed 20 inches in diameter.

9. DISCONTINUANCE OF USE. If the use of any pipeline constructed by the GRANTEE in the easement area is discontinued, GRANTEE shall have the right, but shall not be required, to enter upon said premises and remove such pipeline and appurtenances thereto. If the use of both pipelines is discontinued for a continuous period of two (2) years, GRANTEE, its successors or assigns, shall furnish, at its expense, a release of the easement.

If the GRANTEE elects to remove any pipeline and appurtenances thereto, the premises shall be restored as nearly as practicable to the condition existing prior to removal, and GRANTEE shall pay to GRANTOR any actual damages caused to the premises.

10. INDEMNITY. GRANTEE does further agree to indemnify and save harmless GRANTOR, his heirs, legal representatives and assigns, from and against all claims, injury, suits, damages, costs, losses and expenses, including attorney's fees, in any manner resulting from or arising out of the laying, maintenance, removal, repair, use or existence of the pipelines, whether heretofore or hereafter laid, including the breaking of the same or the leaking of oil or gas from same, EXCEPT where any claims, injury, suits, damages, costs, losses and expenses are caused by the negligence or intentional acts of GRANTOR, his heirs, legal representatives and assigns.

11. ASSIGNMENT AND COVENANT BY PARTIES. The rights of either party may be assigned in whole or in part and the assignor shall be released from any future obligations under any assigned portion of the easement, and inure to the benefit of the parties hereto, their

PRELIMINARY TITLE - TRACTS 13 & 14

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successors, assigns, personal representatives and heirs.

12. GRANTOR'S TITLE. GRANTOR warrants that he is the owner of the above described lands, and has full right and authority to enter into and deliver this easement. This instrument may be executed in counterparts and each counterpart shall constitute a separate agreement between the parties thereto. Any payment provided hereunder shall be in proportion to GRANTOR'S interest in the undivided fee simple estate.

13. WRITTEN NOTICE. Any written notice or payment required under this easement may be delivered personally or mailed to the GRANTOR whose address is R. R. #1 - Egon, Ohio and to the address shown for GRANTEE on the first page of this instrument, unless written notice of a change of address has been furnished by the party requesting such change.

14. TENANCY. GRANTOR represents that the above described premises is Not (is or is not) rented to _____ on a _____ (cash or crop)

basis, for a term ending the _____ day of _____, 19____.

15. ENTIRE AGREEMENT. This instrument contains the entire agreement of the parties and there are no other, or different, agreements or understandings between the GRANTOR and the GRANTEE, or its agents. The GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the GRANTEE, or its agents, except as are set forth herein.

IN WITNESS WHEREOF, GRANTORS have executed this instrument this 7 day of April, 19 77.

WITNESSES:

[Signature]
R. R. Stark
[Signature]

GRANTORS:

+ [Signature]
James E. Stark, Jr.
+ [Signature]
Kathleen A. Stark

PRELIMINARY TITLE - TRACTS 13 & 14

TENANT'S CONSENT. The undersigned tenant in possession of the land described in the foregoing instrument, hereby adopts and joins in its execution, and consents to the enjoyment by the GRANTEE of the rights therein granted to it.

Executed the _____ day of _____, 19____.

WITNESSES:

TENANT:

None

PRELIMINARY TITLE - TRACTS 13 & 14

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ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss:

On this _____ day of _____, 19____ before me,
the undersigned Notary Public in and for said County and State,
personally appeared _____

to me known to be the person named in, and who executed the
foregoing instrument, and acknowledged that _____ executed the
same as _____ voluntary act and deed.

Notary Public

My Commission Expires:

_____, 19____

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss:

On this _____ day of _____, 19____ before me,
the undersigned Notary Public in and for said County and State,
personally appeared _____

to me known to be the person named in, and who executed the
foregoing instrument, and acknowledged that _____ executed the
same as _____ voluntary act and deed.

My Commission Expires:

_____, 19____

Notary Public

ACKNOWLEDGEMENT

STATE OF Ohio)
COUNTY OF WILLIAMS) ss:

On this 7 day of April, 1977 before me,
the undersigned Notary Public in and for said County and State,
personally appeared James E. Stark, Sr., et ux Kathleen A.

HUSBAND AND WIFE

to me known to be the person named in, and who executed the
foregoing instrument, and acknowledged that _____ executed the
same as _____ voluntary act and deed.

SEAL

My Commission Expires:

Omer G. Keller
Notary Public, Williams County, Ohio
My Commission Expires April 20, 1977

Omer G. Keller
Notary Public
Omer G. Keller

THIS INSTRUMENT PREPARED BY DONE PIPELINE CORPORATION OF OHIO.

CHECK NOS. 50162

TRACT NO. 2

PRELIMINARY TITLE - TRACTS 13 & 14

TRACT NO. 2

EXHIBIT A

RIDER ATTACHED TO AND MADE A PART OF PIPELINE EASEMENT DATED April 7, 1977

BETWEEN DOME PIPELINE CORPORATION AND James E. Stark, Sr., et ux

A permanent easement and right of way 50 feet in width across the $W\frac{1}{2}$ NE $\frac{1}{4}$ and the $W\frac{1}{2}$ SE $\frac{1}{4}$ of Section 31, T 7 N, R 1 E of the 1st P.M., Williams County, Ohio, the limits of which extend to the property lines of said property, said limits running parallel with and lying, respectively, 20 feet to the left and 30 feet to the right of a survey line, the direction and location of said survey line being described as follows, to wit:

Assuming the West line of the $W\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 31 to have a bearing of Due North: beginning at a point on the West line of the $W\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 31, said point being measured Southerly along said West line a distance of 317 feet from the centerline of County Road "H", said road lying in the $W\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 31; THENCE N 82°18' E a distance of 1,327 feet to a point on the East line of the $W\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 31, said point being 1,334 feet North of the Southeast corner of the $W\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 31;

said easement and right of way containing 1.52 acres, more or less.

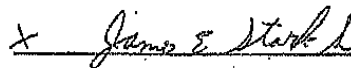
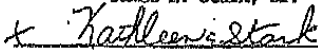
Grantee is restricted to the 50' Easement herein described, if any additional space is required for work area beyond the 50' Easement, Grantee to negotiate this matter separate from this agreement, with Grantor.

J.E.
J.E.

IN THE PRESENCE OF:

GRANTORS:


A. R. Sharp


x 
James E. Stark, Sr.
x 
Kathleen A. Stark

TENANT:

None

TRACT NO. 2

251 - 477

PRELIMINARY TITLE - TRACTS 13 & 14

0263-CT/Cs
6-21-78
265410-011-011

143481

ASSIGNMENT, CONVEYANCE AND ASSUMPTION

KNOW ALL MEN BY THESE PRESENTS, that DOME PIPELINE CORPORATION OF OHIO, an Ohio corporation (the "Assignor"), having an office at 3300 The Dome Tower, 333 - 7th Avenue S.W., Calgary, Alberta, Canada, T2P 7N1, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to be in hand paid by DOME PIPELINE CORPORATION, a Delaware corporation qualified to transact business in the State of Ohio (the "Assignee"), having an office at Box 400, Suite 300, 314 East Thayer Avenue, Bismarck, North Dakota 58501, receipt of which consideration is hereby acknowledged, does hereby sell, assign, transfer, convey, set over and deliver unto the Assignee, its successors and assigns, all of the right, title, interest, estate and privileges of the Assignor in, to and under each of the instruments specified in Schedule 1 hereto, and in, to and under all of the property, real, personal or mixed, specified in or intended to be conveyed to the Assignor pursuant to said instruments.

TOGETHER WITH all options and other rights, privileges or benefits belonging to or held by the Assignor appertaining thereto.

Received for Record June 29 19 78 at 11:04 AM
Recorded July 29 19 78 by JB in Record of
1978 69 02 W.W. Schlegel W.I. as County Recorder
by C. Bismarck N.D. & B.

Vol. 11 Page 514

For Corrected Amendment See Misc. Vol. 13 Pg. 488

PRELIMINARY TITLE - TRACTS 13 & 14

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TO HAVE AND TO HOLD all of the foregoing unto the Assignee, its successors and assigns, forever, subject, however, to all of the terms, conditions and provisions contained in said instruments or applicable to the property conveyed to the Assignor pursuant thereto.

The prior instrument references are set forth in Schedule 1 hereto.

The Assignor represents, warrants and covenants with the Assignee, its successors and assigns, that at the time of the enrolling and delivery of these presents the execution, delivery and performance of this instrument on the part of the Assignor has been duly authorized by the Board of Directors of the Assignor and by the sole stockholder of the Assignor, the Assignor is well and duly seized of the above described instruments and property with full right, power and authority to convey the same as herein provided and that the same is free from all encumbrances created or suffered by it whatsoever and, except as aforesaid, it will forever warrant and defend the same against all lawful claims whatsoever. The foregoing covenant shall survive indefinitely.

The Assignee hereby assumes and agrees to pay, perform and discharge, or cause to be paid, performed and discharged, and to hold the Assignor, its directors, officers, employees

Vol. 11 Pg. 515

PRELIMINARY TITLE - TRACTS 13 & 14

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and agents harmless from and against, all debts, obligations, contracts and liabilities (past, present or future) of the Assignor under the instruments specified in Schedule 1 hereof or incurred by the Assignor as a result thereof. The foregoing covenant shall survive indefinitely.

At any time and from time to time hereafter, the Assignor will, upon the request and at the expense of the Assignee, do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged or delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney or assurances as may be required for the better assigning, transferring, granting, conveying, assuring and confirming to the Assignee, or for aiding and assisting in the collection of or reducing to possession by the Assignee, any of the instruments or property intended to be transferred hereby.

Notwithstanding anything to the contrary contained herein, no recourse or liability to or upon any representation, warranty or covenant contained herein shall be had against any officer, director, stockholder, agent or employee, past, present or future, as such, of any party hereto, either directly or through such party, under any rule of law, statute or constitution or by the enforcement of any assessment or penalty or by legal or equitable proceedings or otherwise.

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PRELIMINARY TITLE - TRACTS 13 & 14

This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This instrument shall be governed by and construed in accordance with the laws of the State of Ohio. This instrument may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, this instrument has been duly executed and delivered by the parties hereto on June 22, 1978.

Witnessed in the Presence of:

J. Balling
John R. Harty

DOMESTIC PIPELINE CORPORATION
OF OHIO

By: C. S. Dunkley
Vice President
"C. S. DUNKLEY"

Attest: H. M. Eisenhower
Secretary "H. M. EISENHAUER"

SEAL

J. Balling
John R. Harty

DOMESTIC PIPELINE CORPORATION

By: C. S. Dunkley
Vice President
"C. S. DUNKLEY"

Attest: H. M. Eisenhower
Secretary "H. M. EISENHAUER"

SEAL

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PRELIMINARY TITLE - TRACTS 13 & 14

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STATE OF OHIO }
COUNTY OF CUYAHOGA } SS.

BEFORE ME, a Notary Public in and for said County and State personally appeared the above named DOME PIPELINE CORPORATION OF OHIO by "C. S. DUNKLEY", its Vice President and "H. M. EISENHAUER", its Secretary, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said Corporation, and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 22nd day of June, 1978.

[Notarial Seal]

SEAL


Notary Public

DOROTHY D. PALAZZO
Notary Public For Cuyahoga County, O.
My Commission Expires June 24, 1979

Vol. 11, Page 518

PRELIMINARY TITLE - TRACTS 13 & 14

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STATE OF OHIO }
COUNTY OF CUYAHOGA } SS.

BEFORE ME, a Notary Public in and for said County and State personally appeared the above named DOME PIPELINE CORPORATION by "C. S. DUNKLEY", its Vice President and "H. M. EISENHAUER", its Secretary, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said Corporation, and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 2nd day of June, 1978.

[Notarial Seal]

SEAL

Dorothy D. Pappas
Notary Public

DOROTHY D. PAPPAS
Notary Public For Cuyahoga County, O.
My Commission Expires June 24, 1979

This instrument prepared by John W. Sager, Esq.,
Jones, Day, Reavis & Pogue
1700 Union Commerce Building
Cleveland, Ohio 44115

Vol. 11 Page 519

PRELIMINARY TITLE - TRACTS 13 & 14

*VOL. 17 PAGE 320

11 310

STATE OF OHIO) ss. On this 24 day of SEPTEMBER A. D. 1921
COUNTY OF WILLIAMS) before me, a NOTARY PUBLIC in and for said County
personally appeared the said OTIS NESTER & ROSEMARY NESTER

who acknowledged that THEY did sign and seal the foregoing instrument, and that it is THEIR free act and deed.

WITNESS my hand and OFFICIAL seal, this day and year aforesaid.

[Signature]
Notary Public
Comm. Exp. 4/29/24

STATE OF _____) ss. _____
COUNTY OF _____) Corporation

Before me, a Notary Public in and for said county and state, personally appeared _____ and _____

the above named President and _____ Secretary, respectively, of _____
the above named Corporation, who acknowledged in me that they did execute the foregoing instrument for and on behalf of said corporation, pursuant to authority so to do duly conferred on them by the Board of Directors of said corporation, and that the same is the free act and deed of said corporation and of themselves as such officers, for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at _____
this _____ day of _____ A. D. 19____
My Commission Expires: _____

STATE OF _____) ss. _____
COUNTY OF _____) before me, a _____ in and for said County
personally appeared the said _____

who acknowledged that _____ did sign and seal the foregoing instrument and that it is _____ free act and deed.

WITNESS my hand and _____ seal, this day and year aforesaid.

Notary Public, Justice of the Peace (Qual.)

This instrument prepared by MURPHY OIL COMPANY

117061 ✓

Oil, Gas and Storage Lease

To: MURPHY OIL COMPANY
5151 Birch Blvd.
Columbus, Ohio 43229

From: _____

East Office _____

LOCATED: _____

Record: _____

Return: _____

Lease: _____

Pay: _____

mail: Murphy Oil Co.

PRELIMINARY TITLE - TRACTS 13 & 14

PRE-AUCTION SEARCH
David L. Nester, AKA David Nester
LOT 43-44 ORIGINAL PLAT
LOT 45-46 ORIGINAL PLAT
LOT 47-48 ORIGINAL PLAT
LOT 49 ORIGINAL PLAT
Madison Street

Title Vested In:

David L. Nester, AKA David Nester
By virtue of a Warranty Deed
From: Eleanor M. Forbing and Richard J. Forbing, wife and husband.
Dated: March 20, 1992
Filed: March 20, 1992 at 3:45 P.M. O'clock
Deed Record Volume 292, Page 359 Williams County Recorder's Office

By virtue of a Quit Claim Deed
From: Roxana Nester, an unmarried women of legal age and former wife of the Grantee herein.
Dated: January 10, 2002
Filed: January 14, 2002 at 3:22 P.M. O'clock
Official Record Volume 98, Page 70 Williams County Recorder's Office

Description:

Situated in the Village of Blakeslee, County of Williams and State of Ohio and bounded and described as follows:

Lots Forty-three (43), Forty-four (44), Forty-five (45), forty-six (46), Forty-seven (47), Forty-eight (48) and Forty-nine (49) in and of the ORIGINAL PLAT to the Village of Blakeslee, County of Williams and State of Ohio.

Parcel No. 071-340-02-018.000, 071-340-02-019.000, 071-340-02-020.000, 071-340-02-021.000

Mortgage:

None.

Taxes:

The taxes for the year 2024 and all prior taxes and assessments are fully paid.

The taxes for the year 2025 are a lien and due and payable as follows:

	February, 2026 PAID	Due July, 2026
Lot 43-44	\$6.95	\$5.85
	5.00	5.00 *Code #11-621
	<u>1.00</u>	<u>1.00</u> **Code #40-777
	\$12.95	\$11.85
Lot 45-46	February, 2026 PAID	Due July, 2026
	\$9.80	\$8.26
	5.00	5.00 *Code #11-621
	<u>1.00</u>	<u>1.00</u> **Code #40-777
	\$15.80	\$14.26
Lot 47-48	February, 2026 PAID	Due July, 2026
	\$10.01	\$8.43
	5.00	5.00 *Code #11-621
	<u>1.00</u>	<u>1.00</u> **Code #40-777
	\$16.01	\$14.43
Lot 49	February, 2026 PAID	Due July, 2026
	\$1.63	\$1.37
	5.00	5.00 *Code #11-621
	<u>1.00</u>	<u>1.00</u> **Code #40-777
	\$7.63	\$7.37

The taxes for the year 2026 are a lien against said premises but have not yet been determined and spread upon the tax duplicates.

PRELIMINARY TITLE - TRACTS 13 & 14

"Subject to increases in taxes and valuation due to vote levies and/or revaluation not yet certified by the County Auditor and/or revaluation made under an action brought pursuant to Sec. 5715.19 O.R.C."

Said premises are listed at the following valuations for taxation purposes:

Parcel No. 071-340-02-018.000 (Lot 43-44)

Land only - \$340.00

Parcel No. 071-340-02-019.000 (Lot 45-46)

Land only - \$480.00

Parcel No. 071-340-02-020.000 (Lot 47-48)

Land only - \$490.00

Parcel No. 071-340-02-021.000 (Lot 49)

Land only - \$80.00

Special Assessment:

*Code #11-621 Bear Creek (2011) Ditch Assessment, determined yearly.

**Code #40-777 St. Joe Watershed Perm-Main (2006) Ditch Assessment, determined yearly.

Easements and Restrictions:

None found of record.

Lease:

None found of record.

CAUV Note:

"Captioned parcels are currently receiving a CAUV tax credit. Therefore, any change in the usage of the Land, failure to apply and/or re-apply on an annual basis may result in a recoupment fee charged to the then current owner at a later date. The Company assumes no liability for any such recoupment."

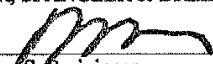
Pending Suit:

There is pending in the Probate Court of Williams County, Ohio, the Estate of David L. Nester, who died December 21, 2025, under Case Number 20261007. The Last Will and Testament of said decedent was filed and admitted to probate on January 12, 2026. Letters of Authority were issued to Joshua Nester and Colin Nester as Co Executors of said estate, with power to sell real estate on January 13, 2026. A Certificate of Service of Notice of Will was filed January 12, 2026. A Certification of Notice to Administrator of Medicaid Estate Recovery Program was filed January 15, 2026. Nothing further has been filed.

NOTE: We do not represent the presence or absence of liens in favor of the State of Ohio for Medicaid assistance if those liens are not actually of public record.

Dated this 2nd day of July, 2026 at 8:30 A.M. O'clock.

NEWCOMER, SHAFFER, SPANGLER & BREININGER

BY: 

Ryan S. Breininger

PL# 073560-00001

RSB:dab

PRELIMINARY TITLE - TRACTS 16 & 17

TRACTS 16 & 17

American Land Title Association

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



ALTA COMMITMENT FOR TITLE INSURANCE issued by STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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

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PRELIMINARY TITLE - TRACTS 16 & 17

American Land Title Association

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- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I – Requirements;
 - f. Schedule B, Part II – Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
 - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
 - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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PRELIMINARY TITLE - TRACTS 16 & 17

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- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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American Land Title Association

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

STEWART TITLE GUARANTY COMPANY
P.O. Box 2029, Houston, TX 77252-2029



By: 
Frederick H. Eppinger, President and CEO

By: 
David Hisey, Secretary

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

Issuing Agent: Trademark Title, Inc.
Issuing Office: 9625 Coldwater Road
Fort Wayne, IN 46825
Issuing Office's ALTA® Registry ID: 1065433
Loan ID Number:
Commitment Number: FWN-171181
Issuing Office File Number: FWN-171181
Property Address: County Road 79, Hamilton, IN 46742
Revision Number:

SCHEDULE A

1. Commitment Date: July 24, 2026 at 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Loan Policy
Proposed Insured:
Proposed Amount of Insurance: **\$1.00**
The estate or interest to be insured: **fee simple**
 - (b) 2021 ALTA Owner's Policy
Proposed Insured:
Proposed Amount of Insurance: **\$1.00**
The estate or interest to be insured: **fee simple**
3. The estate or interest in the Land at the Commitment Date is:
fee simple
4. The Title is, at the Commitment Date, vested in:
David L. Nester
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

TRADEMARK TITLE, INC.
9625 Coldwater Road, Fort Wayne, IN 46825
Telephone: (260) 490-9500

STEWART TITLE GUARANTY COMPANY
P.O. Box 2029, Houston, TX 77252-2029

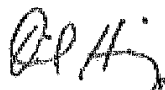
Countersigned by:



Steven D. Garver, License #421158
Trademark Title, Inc., License #564111



By: 
Frederick H. Eppinger, President and CEO

By: 
David Hisey, Secretary

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SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

The search did not disclose any open mortgages of record, therefore Trademark Title, Inc. reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

Warranty Deed and Vendors (Sellers) Affidavit from David L. Nester to {borrower_vesting}.

Mortgage and Mortgagor's Affidavit, executed by {borrower_name} and given to {lender_name} in the amount of \$1.00, securing the loan to be insured.

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SCHEDULE B, PART II – Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Easements, restrictions and possible assessment for maintenance and rights of others entitled to the continued uninterrupted flow of water through Legal Drain in accordance with Indiana Drainage Code IC (1981) 36-9-27-33 et seq.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests.
8. Rights of the public, the municipality and the state in and to that part of the land taken and used for roads and highways, if any.
9. Any acreage indicated in the legal description is solely for the purpose of identifying the said tract of land and should not be construed as insuring the quantity of land.
10. 75 foot statutory legal drain easement across the insured tract that restricts building or locating any improvements.
11. Note: A judgment search was done and none were found unless noted on Schedule B-I.
12. Tax Parcel ID: 17-04-09-100-001.000-023
Address: County Road 79, Hamilton, IN 46742
Assessed Value Land: \$59,500
Assessed Value Improvements \$0
Total Assessed Value \$59,500
Homestead Exp: \$0

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PRELIMINARY TITLE - TRACTS 16 & 17

American Land Title Association

Commitment for Title Insurance
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Additional Exp: \$0
1st installment 25/26 taxes: \$346.34 - PAID
2nd installment 25/26 taxes: \$346.34 - UNPAID

1st Installment of the 2026 Drain Tax: \$18.98 - PAID
2nd Installment of the 2026 Drain Tax: \$18.98 - UNPAID

13. Tax Parcel ID: 17-04-09-100-005.000-023
Address: County Road 81, Hamilton, IN 46742
Assessed Value Land: \$50,000 Assessed Value Improvements \$0 Total Assessed Value \$50,000
Homestead Exp: \$0 Mortgage Exp: \$0 Additional Exp: \$0
1st installment 25/26 taxes: \$291.05 - PAID
2nd installment 25/26 taxes: \$291.05 - UNPAID

1st Installment of the 2026 Drain Tax: \$16.88 - PAID
2nd Installment of the 2026 Drain Tax: \$16.88 - UNPAID

- Taxes are due 5/10 and 11/10 and are payable to: DeKalb County Treasurer

14. Taxes for the year 2026 are a lien, due in 2027, but are not yet due and payable.

Added improvements in place as of January 1, 2026 are subject to assessment which could increase the tax amounts due in 2027, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.

15. The Insured Lender will have Gap coverage if the closing is handled by the agent from effective date of the commitment to and through the recordation of their mortgage.

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

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PRELIMINARY TITLE - TRACTS 16 & 17

American Land Title Association

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

EXHIBIT "A"

The Land referred to herein below is situated in the County of DeKalb, State of Indiana and is described as follows:

Situated in DeKalb County, State of Indiana, to-wit: Commencing at the northwest corner of the Northwest Quarter of Section Nine (9), Township Thirty-five (35) North, Range Fifteen (15) East, running thence East Ninety Eight (98) rods; thence-South Eighty (80) rods; thence West eighteen (18) rods; thence North Thirty (30) rods; thence West Eighty (80) rods; thence North Fifty (50) rods to the place of beginning, containing Thirty-four and 47/100 acres, more or less.

EXCEPTING THEREFROM the following described real estate to-wit: A part of the Northwest Quarter of Section Nine (9), Township Thirty-five (35) North, Range Fifteen (15) East, Troy Civil Township, DeKalb County, Indiana, and more particularly described as follows: Beginning at a P.K. Nail set at the Northwest corner of the Northwest Quarter of said Section Nine (9); thence South 0°00'00" West (assumed bearing and basis of all bearings in this description) on and along the West line of said Quarter Section, 425.00 feet to a P.K. Nail set; thence South 89°39' East parallel with the North line of said Quarter Section 297.50 feet to an iron rod set; thence North 0°00' East parallel the west line of said Quarter Section, 425.00 feet to an iron rod set on the North line of said Quarter Section; thence North 89°39' West on and along the North line of said quarter section, 297.50 feet to the point of beginning containing 2.903 acres, subject to all legal rights-of-ways and easements.

ALSO: The Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Nine (9), in Township Thirty-five (35) North, Range Fifteen (15) East, containing Forty (40) acres more or less.

ALSO: Twenty-four and 70/100 acres, off the North end of all that portion of the South one half of the Northwest Fractional Quarter (1/4) of Section Nine (9) in Township Thirty-five (35) North, Range Fifteen (15) East, EXCEPT Forty (40) acres off the West end of said South one-half all in DeKalb County, Indiana.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: Part of the Northwest fractional quarter of Section 9, Township 35 North, Range 15 East, located in Troy Township, DeKalb County, Indiana, and being described as follows: Commencing at the railroad spike marking the northeast corner of the northwest fractional quarter of Section 9, Township 35 North, Range 15 East; thence South 00°57'29" West, (assumed basis of bearing), 808.40 feet on and along the east line of said Northwest Quarter to an iron rod with plastic cap stamped LS9700007 at the point of intersection of the Centerline of the Jerry Varner Regulated Drain No. 96-00-0, and said East line, said iron rod with plastic cap being the point of beginning of this description; thence South 00°57'29" West, 1173.07 feet on and along said East line to an iron rod with plastic cap stamped LS9700007 at the southeast corner of 24.70 acres of the north end of the southeast quarter of said Northwest quarter; thence North 89°52'45" West, 1616.28 feet plus or minus to a point on the East line of the southwest quarter of said Northwest quarter; thence North 00°13'23" West, 1165.21 feet plus or minus to the point of intersection of said East line and the east line extended and the centerline of said Jerry Varner Regulated Drain; (the following 3 courses being on and along the centerline of said Jerry Varner Regulated Drain) 1) thence North 89°59'23" East, 431.00 feet; 2) thence North 89°47'08" East, 1006.86 feet; 3) thence North 89°52'15" East, 202.57 feet plus or minus to the point of beginning, containing 43.68 acres plus or minus.

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

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Page 9 of 10



PRELIMINARY TITLE - TRACTS 16 & 17

American Land Title Association

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

CHAIN OF TITLE

The only conveyances affecting said land, which recorded within twenty-four (24) months of the date of this report, are as follows:

Property: County Road 79, Hamilton, IN 46742

- Milton E. Nester to David L. Nester by deed dated 05/19/2011 and recorded on 06/21/2011 as Instrument Number 21102961 in the Official Records of the DeKalb County Recording Office.

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

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Page 10 of 10



PRELIMINARY TITLE - TRACT 15

PRE-AUCTION SEARCH

Colin R. Nester

Address of Property: 01530 County Road H, Edon, Ohio 43518
R.1 T.7 S.31

Title Vested In:

Colin R. Nester, an unmarried adult

By virtue of a Quit Claim Deed

From: Audra Nester, fka Audra Gibson, an unmarried adult and former spouse of grantor

Dated: October 23, 2017

Filed: January 18, 2018, at 1:39 P.M O'clock

Official Record Volume 324, Page 1103 Williams County Recorder's Office

By virtue of a Warranty Deed

From: Colin R. Nester, an unmarried adult

Dated: November 9, 2007

Filed: November 13, 2007, at 3:38 P.M. O'clock

Official Record Volume 232, Page 118 Williams County Recorder's Office

By virtue of a Quit Claim Deed

From: Joshua D. Nester and Erin Nester, husband and wife

Dated: October 13, 2007

Filed: October 16, 2007, at 9:45 A.M. O'clock

Official Record Volume 231, Page 221 Williams County Recorder's Office

Description:

A parcel of land being part of the Northeast Quarter of Section 31, Township 7 North, Range 1 East, Florence Township, Williams County, Ohio and being more particularly described as follows: Commencing at a railroad spike found, at the Northeast corner of the Northeast Quarter of Section 31; Thence North 89 degrees 53 minutes 51 seconds West, on the centerline of County Road H, for a distance of 825.61 feet, to a 5/8" iron pin found; Thence South 48 degrees 22 minutes 49 seconds West, on the centerline of County Road H, for a distance of 849.12 feet, to a railroad spike found; Thence South 49 degrees 47 minutes 50 seconds West, on the centerline of County Road H, for a distance of 252.87 feet, to a railroad spike found; Thence South 48 degrees 02 minutes 30 seconds West, on the centerline of County Road H, for a distance of 122.61 feet, to a railroad spike set, being the TRUE POINT OF BEGINNING for the parcel herein described; Thence South 00 degrees 00 minutes 00 seconds West, for a distance of 26.90 feet, to a 5/8" X 30" iron pin and reference cap set; Thence continuing South 00 degrees 00 minutes 00 seconds West, for a distance of 749.29 feet, to a 5/8" X 30" iron pin and reference cap set; Thence South 90 degrees 00 minutes 00 seconds West, for a distance of 338.99 feet, to a 5/8" X 30" iron pin and reference cap set; Thence North 00 degrees 00 minutes 00 seconds East, for a distance of 537.27 feet, to a 5/8" X 30" iron pin and reference cap set; Thence continuing North 00 degrees 00 minutes 00 seconds East, for a distance of 20.93 feet, to a point on the centerline of County Road H; Thence North 72 degrees 49 minutes 20 seconds East, on the centerline of County Road H, for a distance of 154.00 feet, to a 3/4" iron pin found; Thence North 48 degrees 02 minutes 30 seconds East, on the centerline of County Road H, for a distance of 258.00 feet, to the TRUE POINT OF BEGINNING of the parcel herein described, containing 5.001 acres of land, more or less, excepting therefrom all legal easements, zoning restrictions and legal highways of record.

The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.

Reference is hereby made to a survey made by Chester A. Miller, Registered Surveyor No. 6691 and recorded in Vol. 19R, Page 26 of the Williams County Record of Surveys. Parcel No. 071-310-00-003.001

Mortgage

from Colin R. Nester, a single man, to Century Bank and Trust, in the amount of \$128,000.00, dated November 24, 2017, filed for record January 18, 2018, at 1:39 P.M. O'clock in Official Record Volume 324, page 1105.

PRELIMINARY TITLE - TRACT 15

Taxes:

The taxes for the year 2025 in the amount of $\$2,426.10 + 14.70* + 10.00** + 10.00*** = \$2,460.80$ and all prior taxes and assessments are fully paid.

The taxes for the year 2026 are a lien against said premises but have not yet been determined and spread upon the tax duplicates.

"Subject to increases in taxes and valuation due to vote levies and/or revaluation not yet certified by the County Auditor and/or revaluation made under an action brought pursuant to Sec. 5715.19 O.R.C."

Said premises are listed at the following valuations for taxation purposes:

Parcel No. 071-310-00-003.001

Land - \$13,830.00; Buildings - \$59,150.00; Total - \$72,980.00

Special Assessment

*Code #40-777 St Joe Watershed Perm-Main (2006) Ditch Assessment, determined yearly.

**Code #11-621 Bear Creek (2011) Ditch Assessment, determined yearly

*** Code 11-444 Tamarack Main (2011) Ditch Assessment, determined yearly.

Certificate of Judgement:

filed by Community Hospital and Wellness Centers against Colin R. Nester in the amount of \$3,495.51, on November 28, 2022, under Case No. 22CJ000187 in the Office of the Williams County Clerk of Courts. A copy is attached.

Pipeline Easements:

from James E. Stark, Sr. and Kathleen A. Stark to Dome Pipeline Corporation of Ohio, an Ohio Corporation as recorded in Deed Record Volume 251, page 470. A copy is attached.

from David L. Nester and Rebecca A. Nester to Dome Pipeline Corporation of Ohio, an Ohio Corporation as recorded in Deed Record Volume 247, page 923. A copy is attached.

Said Pipeline Easements were assigned by Dome Pipeline Corporation of Ohio, an Ohio corporation, to Dome Pipeline Corporation, a Delaware corporation, qualified to transact business in the State of Ohio, by assignment dated June 22, 1978, filed for record June 29, 1978, in Miscellaneous Record Volume 11, page 514. A copy is attached.

Lease:

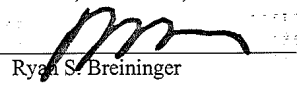
None found of record.

NOTE: We do not represent the presence or absence of liens in favor of the State of Ohio for Medicaid assistance if those liens are not actually of public record.

Dated this 20th day of July, 2026.

NEWCOMER, SHAFFER, SPANGLER & BREININGER

BY:


Ryan S. Breininger

PL# 073920-00000

RSB\dab&mes

PRELIMINARY TITLE - TRACT 15

{nssb35}

OR BK 324 PG 1103

This conveyance has been examined and the Grantor has complied with 319.202 of Ohio Revised Code.

Fee\$ _____ Transfer Fee \$ 5.00 Exempt ✓
Transferred 1-18-18 By [Signature]
JULIE A BEAGLE, WILLIAMS COUNTY AUDITOR

201800046414
Filed for Record in
WILLIAMS COUNTY, OHIO
PATTI ROCKEY, COUNTY RECORDER
01-18-2018 At 01:39 pm.
QUIT CLAIM 28.00
Book 324 Page 1103 - 1104

201800046414
CENTURY BANK & TRUST
ENV

Quit Claim Deed

Know all men by these presents:

That Audra Nester, fka Audra Gibson, an unmarried adult, former spouse of the grantee, of Williams County, State of Ohio, for valuable consideration paid, Grants, to

Colin R. Nester, an unmarried adult former spouse of the grantor whose tax mailing address is 01530 County Road H, Edon, Ohio 43518 the following real property:

Situated in the Township of Florence, County of Williams and State of Ohio and known as: A parcel of land being part of the Northeast Quarter of Section 31, Township 7 North, Range 1 East, Florence Township, Williams County, Ohio and being more particularly described as follows: Commencing at a railroad spike found, at the Northeast corner of the Northeast Quarter of Section 31; Thence North 89 degrees 53 minutes 51 seconds West, on the centerline of County Road H, for a distance of 825.61 feet, to a 5/8" iron pin found; Thence South 48 degrees 22 minutes 49 seconds West, on the centerline of County Road H, for a distance of 849.12 feet, to a railroad spike found; Thence South 49 degrees 47 minutes 50 seconds West, on the centerline of County Road H, for a distance of 252.87 feet, to a railroad spike found; Thence South 48 degrees 02 minutes 30 seconds West, on the centerline of County Road H, for a distance of 122.61 feet, to a railroad spike set, being the TRUE POINT OF BEGINNING for the parcel herein described; Thence South 00 degrees 00 minutes 00 seconds West, for a distance of 26.90 feet, to a 5/8" X 30" iron pin and reference cap set; Thence continuing South 00 degrees 00 minutes 00 seconds West, for a distance of 749.29 feet, to a 5/8" X 30" iron pin and reference cap set; Thence South 90 degrees 00 minutes 00 seconds West, for a distance of 338.99 feet, to a 5/8" X 30" iron pin and reference cap set; Thence North 00 degrees 00 minutes 00 seconds East, for a distance of 537.27 feet, to a 5/8" X 30" iron pin and reference cap set; Thence continuing North 00 degrees 00 minutes 00 seconds East, for a distance of 20.93 feet, to a point on the centerline of County Road H; Thence North 72 degrees 49 minutes 20 seconds East, on the centerline of County Road H, for a distance of 154.00 feet, to a 3/4" iron pin found; Thence North 48 degrees 02 minutes 30 seconds East, on the centerline of County Road H, for a distance of 258.00 feet, to the TRUE POINT OF BEGINNING of the parcel herein described, containing 5.001 acres of land, more or less, excepting therefrom all legal easements, zoning restrictions and legal highways of record.

The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.

Reference is hereby made to a survey made by Chester A. Miller, Registered Surveyor No. 6691 and recorded in Vol. 19R, Page 26 of the Williams County Record of Surveys.

Prepared by
Newcomer, Shaffer, Spangler & Breininger, Attorneys-at-Law
117 W. Maple Street, Bryan OH 43506

PRELIMINARY TITLE - TRACT 15

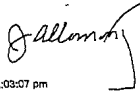
{nssb35}

DR BK 324 PG 1104

Parcel No. 071-310-00-003.001

Prior Instrument Reference: Volume 232, Page 118 Official Record

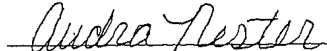
LEGAL DESCRIPTION APPROVED
Williams County Engineer



SigPlus1

10/18/2017 12:03:07 pm

Executed by me this 23rd day of October, 2017


Audra Nester
fka Audra Gibson

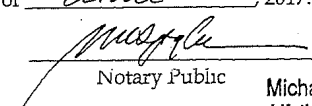
State of Ohio

Williams County, ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named Audra Nester, fka Audra Gibson, an unmarried adult, former spouse of the grantee, who is personally known to me, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Bryan, Ohio this 23rd day of October, 2017.

d/MWS:rb3
PL# 069546-00002


Notary Public

Michael W. Spangler
Lifetime Commission



Prepared by
Newcomer, Shaffer, Spangler & Breininger, Attorneys-at-Law
117 W. Maple Street, Bryan OH 43506

PRELIMINARY TITLE - TRACT 15

Requested By: rb3 10/11/2017

0232 PAGE 0118

Warranty Deed - OHIO Statutory Form

Auditor's Stamps

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

Fee \$ _____ Transfer Fee \$ 50 Exempt ☒

Transferred 11-13-07 By [Signature]
DEBORAH S. NESTER, WILLIAMS COUNTY AUDITOR

Recorder's Stamp

200700077675
Filed for Record in
WILLIAMS COUNTY, OHIO
PATSY A. MEALER
11-13-2007 At 03:38 pm.
WARRANTY 28.00
Book 232 Page 118 - 119

200700077675
TERRY J KAPER
ENV

Know all Men by these Presents

That COLIN R. NESTER, unmarried adult,

of Williams County, State of Ohio, for valuable consideration paid, grant with general warranty covenants, to COLIN R. NESTER and AUDRA GIBSON, unmarried adults, for their joint lives remainder to the survivor of them,

whose tax mailing address is 01681 COUNTY ROAD M, EDON, OH 43518
the following real property:

See Exhibit A attached hereto.

Subject to all legal highways, easements of record, restrictions and zoning ordinances and further subject to taxes and assessments for the tax year 2007 and thereafter.

Parcel No. 053-071-310-00-003.001

Prior Instrument Reference: Volume 231, Page 221, Official Records, Williams County, Ohio.

Executed this 9th day of November, 2007.

[Signature]
Colin R. Nester

STATE OF MICHIGAN

MI. _____ County, ss: Branch

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Coldwater, Michigan, this 9th day of November, 2007.

[Signature]
David L. Wright My comm. expires 08-07-2013

Notary Public, Branch County,
Michigan.
Acting in Branch County, Michigan.

This instrument prepared by: Terry J. Kaper, Attorney at Law
BARBER, KAPER, STAMM & ROBINSON
124 N. Fulton St., P. O. Box 531, Wauseon, OH 43567

PRELIMINARY TITLE - TRACT 15

Requested By: fb3 10/11/2017

DR 0232 HME0119

EXHIBIT A

REAL ESTATE DESCRIPTION:

A parcel of land being part of the Northeast Quarter of Section 31, Township 7 North, Range 1 East, Florence Township, Williams County, Ohio and being more particularly described as follows: Commencing at a railroad spike found, at the Northeast corner of the Northeast Quarter of Section 31; Thence North 89 degrees 53 minutes 51 seconds West, on the centerline of County Road H, for a distance of 825.61 feet, to a 5/8" iron pin found; Thence South 48 degrees 22 minutes 49 seconds West, on the centerline of County Road H, for a distance of 849.12 feet, to a railroad spike found; Thence South 49 degrees 47 minutes 50 seconds West, on the centerline of County Road H, for a distance of 252.87 feet, to a railroad spike found; Thence South 48 degrees 02 minutes 30 seconds West, on the centerline of County Road H, for a distance of 122.61 feet, to a railroad spike set, being the TRUE POINT OF BEGINNING for the parcel herein described; Thence South 00 degrees 00 minutes 00 seconds West, for a distance of 26.90 feet, to a 5/8" X 30" iron pin and reference cap set; Thence continuing South 00 degrees 00 minutes 00 seconds West, for a distance of 749.29 feet, to a 5/8" X 30" iron pin and reference cap set; Thence South 90 degrees 00 minutes 00 seconds West, for a distance of 338.99 feet, to a 5/8" X 30" iron pin and reference cap set; Thence North 00 degrees 00 minutes 00 seconds East, for a distance of 537.27 feet, to a 5/8" X 30" iron pin and reference cap set; Thence continuing North 00 degrees 00 minutes 00 seconds East, for a distance of 20.93 feet, to a point on the centerline of County Road H; Thence North 72 degrees 49 minutes 20 seconds East, on the centerline of County Road H, for a distance of 154.00 feet, to a 3/4" iron pin found; Thence North 48 degrees 02 minutes 30 seconds East, on the centerline of County Road H, for a distance of 258.00 feet, to the TRUE POINT OF BEGINNING of the parcel herein described, containing 5.001 acres of land, more or less, excepting therefrom all legal easements, zoning restrictions and legal highways of record.

The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.

Reference is hereby made to a survey made by Chester A. Miller, Registered Surveyor No. 6691 and recorded in Vol. 19R, Page 26 of the Williams County Record of Surveys.

Legal Description Approved
Williams County Engineer

By Shirley P. Case
11/13/2007

PRELIMINARY TITLE - TRACT 15

PUMM 303

OR 0231 PAGE 0221

TUTBLANKX REGISTERED U. S. PATENT OFFICE
TUTTLE LAW PRINT, PUBLISHERS, RUTLAND, VT 05702

Recording Information

200700077162
Filed for Record in *RF*
WILLIAMS COUNTY, OHIO
PATSY A. MEALER
10-16-2007 At 09:45 am.
QUIT CLAIM 28.00
Book 231 Page 221 - 222

Quit Claim Deed

Know all men by these presents:

That Joshua D. Nester and Erin Nester, husband and wife, of Williams County, State of Ohio, for valuable consideration paid, Grant, to

Colin R. Nester

whose tax mailing address is 01681 County Road M, Edon, Ohio 43518

the following real property:

A parcel of land being part of the Northeast Quarter of Section 31, Township 7 North, Range 1 East, Florence Township, Williams County, Ohio and being more particularly described as follows: Commencing at a railroad spike found, at the Northeast corner of the Northeast Quarter of Section 31; Thence North 89 degrees 53 minutes 51 seconds West, on the centerline of County Road H, for a distance of 825.61 feet, to a 5/8" iron pin found; Thence South 48 degrees 22 minutes 49 seconds West, on the centerline of County Road H, for a distance of 849.12 feet, to a railroad spike found; Thence South 49 degrees 47 minutes 50 seconds West, on the centerline of County Road H, for a distance of 252.87 feet, to a railroad spike found; Thence South 48 degrees 02 minutes 30 seconds West, on the centerline of County Road H, for a distance of 122.61 feet, to a railroad spike set, being the TRUE POINT OF BEGINNING for the parcel herein described; Thence South 00 degrees 00 minutes 00 seconds West, for a distance of 26.90 feet, to a 5/8" X 30" iron pin and reference cap set; Thence continuing South 00 degrees 00 minutes 00 seconds West, for a distance of 749.29 feet, to a 5/8" X 30" iron pin and reference cap set; Thence South 90 degrees 00 minutes 00 seconds West, for a distance of 338.99 feet, to a 5/8" X 30" iron pin and reference cap set; Thence North 00 degrees 00 minutes 00 seconds East, for a distance of 537.27 feet, to a 5/8" X 30" iron pin and reference cap set; Thence continuing North 00 degrees 00 minutes 00 seconds East, for a distance of 20.93 feet, to a point on the centerline of County Road H; Thence North 72 degrees 49 minutes 20 seconds East, on the centerline of County Road H, for a distance of 154.00 feet, to a 3/4" iron pin found; Thence North 48 degrees 02 minutes 30 seconds East, on the centerline of County Road H, for a distance of 258.00 feet, to the TRUE POINT OF BEGINNING of the parcel herein described, containing 5.001 acres of land, more or less, excepting therefrom all legal easements, zoning restrictions and legal highways of record.

The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.

Reference is hereby made to a survey made by Chester A. Miller, Registered Surveyor No. 6691 and recorded in Vol. 19R, Page 26 of the Williams County Record of Surveys.
Parcel No. 053-071-310-00-003.001

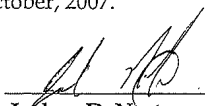
Legal Description Approved
Williams County Engineer

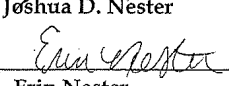
SigPlus1

10/11/2007 02:19:42 pm

Prior Instrument Reference: Official Record Volume 26, Page 279

Executed by us this 13TH day of October, 2007.


Joshua D. Nester


Erin Nester

200700077162
NEWCOMER SHAFER SPANGLER & BREININGER
PICK UP

PRELIMINARY TITLE - TRACT 15

OR 023 | PAGE 0222

State of Ohio
Williams County, ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named Joshua D. Nester and Erin Nester, husband and wife, who are personally known to me, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Bryan, Ohio this 13th day of October, 2007.

SEAL

Notary Public John S. Shaffer
Lifetime Commission

This instrument prepared by: Newcomer, Shaffer, Spangler & Breininger, Attorneys-at-Law.
LS&D\MWS:dab
PL #058524-00000

This conveyance has been examined and the Grantor has complied with Section 319.202 of the Ohio Revised Code.

Transferred 10-16, 2007

DEBORAH S NESTER
Williams County Auditor

Fee \$ _____

Exempt ☒
Williams, County Auditor

Fee \$ 50.00 Deputy

NEWCOMER, SHAFFER, SPANGLER
& BREININGER
LAWYERS
117 WEST MAPLE STREET
BRYAN, OHIO 43506-1591

PRELIMINARY TITLE - TRACT 15

BRYAN MUNICIPAL COURT

1399 E. High Street
P. O. Box 546
Bryan, Ohio 43506
(419) 636-6939 - Fax (419) 636-3417
bmcourt8620@outlook.com
www.bryanmunicipalcourt.com

Community Hospital and Wellness Centers
433 W. High Street
Bryan, OH 43506

Case Number: CVF2200364

Plaintiff
Atty: James S. Nowak

-vs-

Nester, Colin R.
01530 County Road H
Edon, OH 43518

Defendant
Atty:

CERTIFICATE OF JUDGMENT FOR LIEN

FILED
2022 NOV 28 PM 3:22
CLERK OF COURTS
WILLIAMS COUNTY OHIO

JUDGMENT CREDITOR: Community Hospital and Wellness Centers

JUDGMENT DEBTOR: Nester, Colin R.

Amount of Judgment: \$3,495.51
Amount of Costs.....: \$ 85.00

Rate of Interest: 3.000%

Plus, accrued interest of \$0.00 through 11/9/2022.
Date from which such interest accrues is 11/10/2022.
Date of rendition of judgment is 11/10/2022.

THE STATE OF OHIO
WILLIAMS COUNTY

I, Trisha M. Russell, Clerk of this
Municipal Court and in whose custody the files, journals
and records of said Court are required by the laws of the
State of Ohio, to be kept, hereby certify that the
foregoing is taken and copied from the journal entry on Civil journal no. 2022 and page 364 of the
proceedings of the said Municipal Court, and that said foregoing entries have been compared by me with
the original entries on said Civil journal and that the same is a correct certificate of judgment therefrom.

IN WITNESS, WHEREOF, I do hereto subscribe my name officially, and affix the seal of said Court this
November 16, 2022.



Trisha M. Russell
Clerk of Court

Cheryl A. Coburn

Cheryl A. Coburn
Deputy Clerk

22CJ 000187

PRELIMINARY TITLE - TRACT 15

138130 ✓

Tract No. 2

Vol. 251 PAGE 470

PIPELINE EASEMENT

THE UNDERSIGNED.

whether one or more, hereinafter called the GRANTOR, being the owner of, or having an interest in, land situated in the County of Williams, State of Ohio, more fully described in Warranty Deed recorded in Volume 234, Page 614 of Deed Records for and in consideration of the sum of Three Thousand Seven Hundred Fifty no/100----- Dollars (\$ 3,750.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys unto DOME PIPELINE CORPORATION OF OHIO, an Ohio Corporation, whose tax mailing address is Box 400, 314 East Thayer Avenue, Bismarck, North Dakota 58501, hereinafter referred to as GRANTEE, its successors and assigns, the right, privilege and easement for a Right-of-Way fifty (50) feet in width to survey, construct, maintain, inspect, operate, protect, repair, replace, change the size of or remove no more than two pipelines and appurtenances thereto, at any time, for the transportation of liquids, gases or solids, consisting of petroleum and/or natural gases and the derivatives of either or both, across and under the following described land; as shown on Exhibit "A", attached hereto and made a part hereof.

Ingress and egress to the Right-of-Way herein granted shall be limited to its terminal points and ~~existing roads~~.

THE PARTIES FURTHER AGREE:

1. USE OF RIGHT-OF-WAY BY GRANTOR. GRANTOR reserves the right to cultivate and use the ground within said Right-of-Way, provided that such use shall not interfere with or obstruct GRANTEE in its exercise of its rights or privileges, or create any actual or potential hazard to the pipelines and appurtenances ultimately installed in said Right-of-Way.

It is specifically understood that the GRANTORS are granting an easement only as herein described, and that GRANTORS, their heirs, successors and assigns, shall have the right to construct roadways, sidewalks, curbs, sewer lines, water mains and any other public

Received for Record May 11 1977 At 4:00 P.M.
Recorded May 11 1977 In Record of Deeds
Fee \$ 11.00 W. W. Schlegel Williams County Recorder
by V. Marshall

enc. in drawer ✓

PRELIMINARY TITLE - TRACT 15

utilities in, upon and across said strip of land above described, said improvements to be so constructed so as not to interfere with GRANTEE'S exercise of the rights herein granted.

2. DEPTH OF PIPELINES. The GRANTEE shall initially bury the pipeline, or pipelines at a depth necessary to cross under any drain tile cut during construction of said pipelines, and to provide a minimum cover of forty eight (48) inches in all cases, except where solid rock strata is encountered at a lesser depth, in which case a minimum cover of twenty four (24) inches will be provided.

3. DAMAGES. GRANTEE shall pay GRANTOR or GRANTOR'S tenants, as their respective interests may appear, for all damages to growing crops, grasses, trees, shrubbery, livestock, fences or buildings, caused by the operations or activities of the GRANTEE, whether in connection with construction of the pipelines or future operations and activities of the GRANTEE. GRANTEE shall have the right to clear, and keep cleared, all trees, undergrowth and other obstructions from the Right-of-Way, and after the first pipeline has been installed, GRANTEE shall not be liable for damages for clearing trees and undergrowth from the Right-of-Way. This right shall not be construed to prevent the planting and harvesting of crops or the construction of cross fences.

After the pipe trench is backfilled, rock shall be removed from the trench to a depth of eighteen (18) inches or to the depth of rock existing in directly adjacent undisturbed area, whichever is the lesser depth. Such rock removed, together with other rock brought to the surface by GRANTEE'S operations shall be removed from the Right-of-Way and, at GRANTOR'S election, shall be deposited on the premises at a place to be designated by GRANTOR, or removed from said premises. The word "rock", as used herein, shall not include sand, gravel, or rock three (3) inches, or less, in diameter.

If the amount of any damages which GRANTOR may sustain as a result of GRANTEE'S exercise of rights hereunder cannot be mutually agreed upon, the same shall be ascertained and determined by three (3)

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disinterested persons; one to be appointed by GRANTOR, one by GRANTEE, and a third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

4. DRAINAGE SYSTEMS. All tile or other drainage systems that are cut or disturbed by the GRANTEE'S exercise of any rights granted herein shall be repaired and restored to their previous operable condition by GRANTEE, at its sole cost, in a good and workmanlike manner, and shall be in accordance with the standards set forth in the Guide for Drainage Repair, recorded in Volume 10, Page 765 of the Miscellaneous Records, Office of the Williams County Recorder, Williams County, Ohio.

5. CROSSOVERS AND FENCES. During construction suitable crossovers shall be installed over the pipe trench as needed by GRANTOR. All fences that are cut or disturbed shall be repaired by GRANTEE in a good and workmanlike manner. Before a fence is cut by GRANTEE, it shall be properly supported on either side of the contemplated opening by suitable posts and braces and temporary gates shall be provided at fence openings where required.

6. ABOVE-GROUND APPURTENANCES. There shall be no above-ground appurtenances except markers, vent pipes at road or railroad crossings, and electrolysis test station posts that are installed on the easement which shall be located at fence lines, tree rows, top banks of streams or at other such locations so as not to interfere with GRANTOR'S farming operations.

7. RESTORATION OF CONSTRUCTION AREA. The GRANTEE shall, insofar as is practicable, restore the surface of the construction area to its original grade and condition, except that earth shall be mounded over the pipe trench to compensate for settlement of the backfill, and employ accepted methods to prevent surface erosion.

If, within five years subsequent to the construction of any pipeline by the GRANTEE, or its successors or assigns upon said premises, the GRANTOR then reasonably determines that said construction has caused a soil and/or crop deficiency, compared to the fertility and/or crop yield of the GRANTOR'S lands and/or crops immediately adjacent and comparable thereto, then the GRANTEE will reimburse the GRANTOR for such crop deficiency and, in addition, reimburse the

PRELIMINARY TITLE - TRACT 15

GRANTOR for the cost of restoring said premises to the level of fertility of his adjacent land. Written notice of any such soil and/or crop deficiency shall be given to the GRANTEE by the GRANTOR during the growing season, and said GRANTEE shall have the GRANTOR'S permission and a reasonable opportunity to inspect said crops.

8. SIZE OF THE PIPELINES. It is agreed that the pipelines to be initially constructed under the terms of this easement shall not exceed 12.750 inches and 10.750 inches in diameter, and never exceed 20 inches in diameter.

9. DISCONTINUANCE OF USE. If the use of any pipeline constructed by the GRANTEE in the easement area is discontinued, GRANTEE shall have the right, but shall not be required, to enter upon said premises and remove such pipeline and appurtenances thereto. If the use of both pipelines is discontinued for a continuous period of two (2) years, GRANTEE, its successors or assigns, shall furnish, at its expense, a release of the easement.

If the GRANTEE elects to remove any pipeline and appurtenances thereto, the premises shall be restored as nearly as practicable to the condition existing prior to removal, and GRANTEE shall pay to GRANTOR any actual damages caused to the premises.

10. INDEMNITY. GRANTEE does further agree to indemnify and save harmless GRANTOR, his heirs, legal representatives and assigns, from and against all claims, injury, suits, damages, costs, losses and expenses, including attorney's fees, in any manner resulting from or arising out of the laying, maintenance, removal, repair, use or existence of the pipelines, whether heretofore or hereafter laid, including the breaking of the same or the leaking of oil or gas from same, EXCEPT where any claims, injury, suits, damages, costs, losses and expenses are caused by the negligence or intentional acts of GRANTOR, his heirs, legal representatives and assigns.

11. ASSIGNMENT AND COVENANT BY PARTIES. The rights of either party may be assigned in whole or in part and the assignor shall be released from any future obligations under any assigned portion of the easement, and inure to the benefit of the parties hereto, their

PRELIMINARY TITLE - TRACT 15

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successors, assigns, personal representatives and heirs.

12. GRANTOR'S TITLE. GRANTOR warrants that he is the owner of the above described lands, and has full right and authority to enter into and deliver this easement. This instrument may be executed in counterparts and each counterpart shall constitute a separate agreement between the parties thereto. Any payment provided hereunder shall be in proportion to GRANTOR'S interest in the undivided fee simple estate.

13. WRITTEN NOTICE. Any written notice or payment required under this easement may be delivered personally or mailed to the GRANTOR whose address is R. R. #1 - Edon, Ohio and to the address shown for GRANTEE on the first page of this instrument, unless written notice of a change of address has been furnished by the party requesting such change.

14. TENANCY. GRANTOR represents that the above described premises is Not rented to _____
(is or is not)
_____ on a _____ (cash or crop)
basis, for a term ending the _____ day of _____, 19____.

15. ENTIRE AGREEMENT. This instrument contains the entire agreement of the parties and there are no other, or different, agreements or understandings between the GRANTOR and the GRANTEE, or its agents. The GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the GRANTEE, or its agents, except as are set forth herein.

IN WITNESS WHEREOF, GRANTORS have executed this instrument this 7 day of April, 19 77.

WITNESSES:

[Signature]
A. R. Sharp
Edon, Ohio.

GRANTORS:

+ [Signature]
James E. Stark, Sr.
+ [Signature]
Kathleen A. Stark

PRELIMINARY TITLE - TRACT 15

TENANT'S CONSENT. The undersigned tenant in possession of the land described in the foregoing instrument, hereby adopts and joins in its execution, and consents to the enjoyment by the GRANTEE of the rights therein granted to it.

Executed the _____ day of _____, 19____.

WITNESSES:

TENANT:

None

PRELIMINARY TITLE - TRACT 15

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ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss:

On this _____ day of _____, 19____ before me,
the undersigned Notary Public in and for said County and State,
personally appeared _____

to me known to be the person named in, and who executed the
foregoing instrument, and acknowledged that _____ executed the
same as _____ voluntary act and deed.

Notary Public

My Commission Expires:

_____, 19____.

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss:

On this _____ day of _____, 19____ before me,
the undersigned Notary Public in and for said County and State,
personally appeared _____

to me known to be the person named in, and who executed the
foregoing instrument, and acknowledged that _____ executed the
same as _____ voluntary act and deed.

My Commission Expires:

Notary Public

_____, 19____.

ACKNOWLEDGEMENT

STATE OF Ohio)
COUNTY OF WILLIAMS) ss:

On this 7 day of April, 1977 before me,
the undersigned Notary Public in and for said County and State,
personally appeared James E. Stark, Sr., et ux Kathleen A.

HUSBAND AND WIFE

to me known to be the person named in, and who executed the
foregoing instrument, and acknowledged that _____ executed the
same as _____ voluntary act and deed.

SEAL

Omer G. Keller
Notary Public

My Commission Expires:

Omer G. Keller
Notary Public, Williams County, Ohio
My Commission Expires April 22, 1979

THIS INSTRUMENT PREPARED BY DOME PIPELINE CORPORATION OF OHIO.

CHECK NOS. 50162

TRACT NO. 2

PRELIMINARY TITLE - TRACT 15

TRACT NO. 2

EXHIBIT A

RIDER ATTACHED TO AND MADE A PART OF PIPELINE EASEMENT DATED April 7, 1977
BETWEEN DOME PIPELINE CORPORATION AND James E. Stark, Sr., et ux

A permanent easement and right of way 50 feet in width across the $W\frac{1}{2}$ NE $\frac{1}{4}$ and the $W\frac{1}{2}$ SE $\frac{1}{4}$ of Section 31, T 7 N, R 1 E of the 1st P.M., Williams County, Ohio, the limits of which extend to the property lines of said property, said limits running parallel with and lying, respectively, 20 feet to the left and 30 feet to the right of a survey line, the direction and location of said survey line being described as follows, to wit:

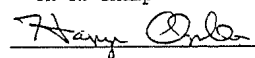
Assuming the West line of the $W\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 31 to have a bearing of Due North: beginning at a point on the West line of the $W\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 31, said point being measured Southerly along said West line a distance of 317 feet from the centerline of County Road "H", said road lying in the $W\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 31; THENCE N 82°18' E a distance of 1,327 feet to a point on the East line of the $W\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 31, said point being 1,334 feet North of the Southeast corner of the $W\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 31;

said easement and right of way containing 1.52 acres, more or less.

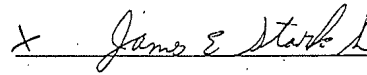
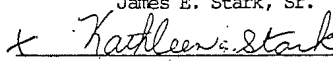
Grantee is restricted to the 50' Easement herein described, if any additional space is required for work area beyond the 50' Easement, Grantee to negotiate this matter separate from this agreement, with Grantor.

J.E.
K.S.

IN THE PRESENCE OF:


A. R. Sharp


GRANTORS:

x 
James E. Stark, Sr.
x 
Kathleen A. Stark

TENANT:

None

TRACT NO. 2

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PRELIMINARY TITLE - TRACT 15

133417 ✓

HOME-OHIO

TRACT NO. 3 & 4

PIPELINE EASEMENT

THE UNDERSIGNED, whether one or more, hereinafter called the GRANTOR, being the owner of, or having an interest in, land situated in the County of Williams, State of Ohio, more fully described in two Warranty Deed's recorded in Volume 230, page 191 and Volume 240, page 816 for and in consideration of the sum of _____ of Deed Records.

Two hundred fifty and no/100-----Dollars (\$250.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys unto DOME PIPELINE CORPORATION OF OHIO, an Ohio Corporation, whose tax mailing address is Box 400, 314 East Thayer Avenue, Bismarck, North Dakota 58501, hereinafter referred to as GRANTEE, its successors and assigns, the right, privilege and easement for a Right-of-Way fifty (50) feet in width to survey, construct, maintain, inspect, operate, protect, repair, alter, replace, change the size of or remove, two pipelines and appurtenances thereto, as hereinafter provided, for the transportation of liquids, gases or solids, along a route to be selected by GRANTEE, upon, across, over and under the following described land:

The East Half of the Northeast Quarter (E/2 NE/4) of Section 31, Township 7 North, Range 1 East.

Said 50 foot strip is described as being 25 feet on either side of the following described reference line:

Beginning at a point on the West line of the East Half of the Northeast Quarter of Section 31, approximately 1334 feet North of the Southwest corner thereof; thence N 82° 18' 10" E, a distance of approximately 1344 feet to a point on the East line of the East Half of the Northeast Quarter of said Section 31, said point being approximately 1101 feet South of the Northeast corner thereof, containing 1.55 acres, more or less.

together with the right of ingress to, and egress from, said premises across the adjacent lands of the GRANTOR, for purposes reasonable and incidental to GRANTEE'S use of said Right-of-Way. GRANTEE may temporarily use additional work space adjacent to said fifty foot Right-of-Way, at certain locations where needed during construction, maintenance and removal of its pipelines and appurtenances.

THE PARTIES FURTHER AGREE:

1. USE OF RIGHT-OF-WAY BY GRANTOR. GRANTOR reserves the right to cultivate and use the ground within said Right-of-Way, provided that such use shall not interfere with or obstruct GRANTEE in its exercise of its rights or privileges, or create any actual or potential hazard to the pipelines and related facilities ultimately installed in said Right-of-Way.

2. ADDITIONAL CONSIDERATION. Before the installation of the initial pipeline, and not later than two (2) years from the date hereof, the GRANTEE will pay the GRANTOR, in person, or by certified mail addressed to GRANTOR at ROUTE 1, EDON, OHIO

an additional sum of Two thousand seventy five and no/100----- Dollars (\$2,075.00), as complete and total payment for the easement granted. If this additional sum is not tendered, this easement and all rights herein shall terminate.

3. ADDITIONAL PIPELINE. It is understood and agreed that the additional sum expressed in Clause 2 above, when paid or tendered to GRANTOR, shall be in full payment for the first pipeline and appurtenances to be installed. If the GRANTEE, or its successors or assigns, shall elect to construct one additional line of pipe and appurtenances within the described Right-of-Way, whether during or after the initial construction period, the GRANTEE, or its successors or assigns, will pay the owner of the land, subject to this easement, a payment equal to the additional sum plus a payment for appreciation of 5% of the said additional sum, for each full calendar year elapsed since the date of this easement grant, but such payment for appreciation shall not exceed 50% of said additional sum. The payment required herein shall be paid or tendered, in full, before such construction is undertaken by the GRANTEE. Damages shall be paid after each construction program is completed, in accordance with Clause 5 herein.

Received for Record March 29 1976

At 10:15 AM.

Recorded March 29 1976

In Record of Easements

Fee \$ 4.00

Don D. Hickey
by D. Marshall

Williams County Recorder

VOL

247

PAGE

923

enc. in drawer

Assign all mine sub 1 pg 514

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VO: 247 PL: 924

4. **DEPTH OF PIPELINES.** The GRANTEE shall initially bury the pipeline, or pipelines at a depth necessary to cross under any drain tile cut during construction of said pipelines, and to provide a minimum cover of thirty six (36) inches in all cases, except where solid rock strata is encountered at a lesser depth, in which case a minimum cover of twenty four (24) inches will be provided.

5. **DAMAGES.** GRANTEE shall pay GRANTOR or GRANTOR'S tenants, as their respective interests may appear, for all damages to growing crops, grasses, trees, shrubbery, livestock, fences or buildings, caused by the operations or activities of the GRANTEE, whether in connection with the construction of the pipelines or future operations and activities of the GRANTEE. GRANTEE shall have the right to clear, and keep cleared, all trees, undergrowth and other obstructions from the Right-of-Way, and after the first pipeline has been installed, GRANTEE shall not be liable for damages for clearing trees and undergrowth from the Right-of-Way.

After the pipe trench is backfilled, rock shall be removed from the trench to a depth of eighteen (18) inches or to the depth of rock existing in directly adjacent undisturbed areas, whichever is the lesser depth. Such rock removed, together with other rock brought to the surface by GRANTEE'S operations shall be removed from the Right-of-Way and, at GRANTEE'S election, shall be deposited on the premises at a place to be designated by GRANTOR, or removed from said premises. The word "rock", as used herein, shall not include sand, gravel, or rock three (3) inches, or less, in diameter.

If the amount of any damages which GRANTOR may sustain as a result of GRANTEE'S exercise of rights hereunder, cannot be mutually agreed upon, the same shall be ascertained and determined by three (3) disinterested persons; one to be appointed by GRANTOR, one by GRANTEE, and a third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

6. **DRAINAGE SYSTEMS.** All tile or other drainage systems that are cut or disturbed by the GRANTEE'S exercise of any rights granted herein shall be repaired and restored to their previous operable condition by GRANTEE, at its sole cost, in a good and workmanlike manner.

7. **CROSSOVERS AND FENCES.** During construction suitable crossovers shall be installed over the pipe trench as needed and/or reasonably requested by GRANTOR. All fences that are cut or disturbed shall be repaired by GRANTEE in a good and workmanlike manner. Before a fence is cut by GRANTEE, it shall be properly supported on either side of the contemplated opening by suitable posts and braces and temporary gates shall be provided at fence openings where required.

8. **RESTORATION OF CONSTRUCTION AREA.** The GRANTEE shall, insofar as is practicable, restore the surface of the construction area to its original grade and condition, except that earth shall be mounded over the pipe trench to compensate for settlement of the backfill, and employ accepted methods to prevent surface erosion.

If, within five years subsequent to the construction of any pipeline by the GRANTEE, or its successors or assigns upon said premises, the GRANTOR then reasonably determines that said construction has caused a soil and/or crop deficiency, compared to the fertility and/or crop yield of the GRANTOR'S lands and/or crops immediately adjacent and comparable thereto, then the GRANTEE will reimburse the GRANTOR for such crop deficiency and, in addition, reimburse the GRANTOR for the cost of restoring said premises to the level of fertility of his adjacent land. Written notice of any such soil and/or crop deficiency shall be given to the GRANTEE by the GRANTOR during the growing season, and said GRANTEE shall have the GRANTOR'S permission and a reasonable opportunity to inspect said crops. At GRANTEE'S request, GRANTOR shall harvest said crops from the construction area separately from adjacent areas and furnish GRANTEE with records of separate yields from each area. GRANTEE, at its election, may monitor such harvest and audit GRANTOR'S records.

9. **DISCONTINUANCE OF USE.** If the use of any pipeline constructed by GRANTEE in the easement area is discontinued, GRANTEE shall have the right, but shall not be required, to enter upon said premises and remove such pipeline and appurtenances thereto. If the use of both pipelines is discontinued for a continuous period of two (2) years, GRANTEE, its successors or assigns, shall furnish, at its expense, a release of the easement.

10. **CORRECTIVE DOCUMENTS.** The GRANTOR agrees to execute and deliver to GRANTEE, without additional compensation, any additional documents needed to correct the legal description of the easement area to conform to the Right-of-Way actually occupied by the initial pipeline.

11. **ASSIGNMENT AND COVENANT BY PARTIES.** The rights of either party may be assigned in whole or in part and the assignor shall be released from any future obligations under any assigned portion of this easement. The terms and provisions hereof shall constitute covenants running with the land and shall be binding upon, and inure to the benefit of the parties hereto, their successors, assigns, personal representatives and heirs.

12. **GRANTOR'S TITLE.** GRANTOR warrants that he is the owner of the above described lands, and has full right and authority to enter into and deliver this easement. This instrument may be executed in counterparts and each counterpart shall constitute a separate agreement between the parties hereto. Any payment provided hereunder shall be in proportion to GRANTOR'S interest in the undivided fee simple estate.

13. **WRITTEN NOTICE.** Any written notice or payment required under this easement may be delivered personally or mailed to the respective addresses shown for GRANTEE and GRANTOR on the first page of this instrument, unless written notice of a change of address has been furnished by the party requesting such change.

PRELIMINARY TITLE - TRACT 15

14. TENANCY. GRANTOR represents that the above described premises IS NOT rented to
(is or is not)
on a _____
(cash or crop)

basis, for a term ending the _____ day of _____, 19 ____.

15. ENTIRE AGREEMENT. This instrument contains the entire agreement of the parties and there are no other, or different, agreements or understandings between the GRANTOR and the GRANTEE, or its agents. The GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the GRANTEE, or its agents, except as are set forth herein.

Executed the 12 day of MARCH, 1976.

GRANTOR:

WITNESSES:

Omer G. Keller
(Omer G. Keller)
James T. Williamson
(James T. Williamson)
Tamera R. Alpaugh
(Tamera R. Alpaugh)
Lawrence J. Gleffe
(Lawrence J. Gleffe)

+ David L. Nester
(David L. Nester)

x Rebecca A. Nester
(Rebecca A. Nester)

TENANT'S CONSENT

The undersigned tenant in possession of the land described in the foregoing instrument, hereby adopts and joins in its execution, and consents to the enjoyment by the GRANTEE of the rights therein granted to it.

Executed the _____ day of _____, 19 ____.

WITNESSES:

TENANT:

None

ACKNOWLEDGMENT

STATE OF OHIO }
COUNTY OF WILLIAMS } SS:

On this 12 day of MARCH, 1976, before me, the undersigned Notary Public in and for said County and State, personally appeared

DAVID L. NESTER

to me known to be the person L named in, and who executed the foregoing instrument, and acknowledged that HE executed the same as HIS voluntary act and deed.

OMER G. KELLER
Notary Public, Williams County, Ohio
My Commission Expires April 10, 1979

Omer G. Keller
(Omer G. Keller) Notary Public
SEAL

ACKNOWLEDGMENT

STATE OF OHIO }
COUNTY OF WILLIAMS } SS:

On this 12 day of MARCH, 1976, before me, the undersigned Notary Public in and for said County and State, personally appeared

REBECCA A. NESTER

to me known to be the person HER named in, and who executed the foregoing instrument, and acknowledged that SHE executed the same as HER voluntary act and deed.

TAMERA R. ALPAUGH
Notary Public, Williams County, Ohio
My Commission Expires February 1, 1979

Tamera R. Alpaugh
(Tamera R. Alpaugh) Notary Public

THIS INSTRUMENT PREPARED BY DOME PIPELINE CORPORATION OF OHIO.

Check Nos. 2930

Tract No. 3 & 4
VOL. 247 PAGE 925

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0263-CT/Cs
6-21-78
265410-011-011

143481

ASSIGNMENT, CONVEYANCE AND ASSUMPTION

KNOW ALL MEN BY THESE PRESENTS, that DOME PIPELINE CORPORATION OF OHIO, an Ohio corporation (the "Assignor"), having an office at 3300 The Dome Tower, 333 - 7th Avenue S.W., Calgary, Alberta, Canada, T2P 7N1, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to be in hand paid by DOME PIPELINE CORPORATION, a Delaware corporation qualified to transact business in the State of Ohio (the "Assignee"), having an office at Box 400, Suite 300, 314 East Thayer Avenue, Bismarck, North Dakota 58501, receipt of which consideration is hereby acknowledged, does hereby sell, assign, transfer, convey, set over and deliver unto the Assignee, its successors and assigns, all of the right, title, interest, estate and privileges of the Assignor in, to and under each of the instruments specified in Schedule 1 hereto, and in, to and under all of the property, real, personal or mixed, specified in or intended to be conveyed to the Assignor pursuant to said instruments.

TOGETHER WITH all options and other rights, privileges or benefits belonging to or held by the Assignor appertaining thereto.

Received for Record June 29 19 78 At 11:04 AM
Recorded June 29 19 78 In Record of
FEE \$ 69.00 W.W. Schlegel W.D. & B.
by C. Sumner

Vol. 11 Page 514

For Corrective Amendment See Misc. Vol. 13 Pg. 488 (Section 10)

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TO HAVE AND TO HOLD all of the foregoing unto the Assignee, its successors and assigns, forever, subject, however, to all of the terms, conditions and provisions contained in said instruments or applicable to the property conveyed to the Assignor pursuant thereto.

The prior instrument references are set forth in Schedule 1 hereto.

The Assignor represents, warrants and covenants with the Assignee, its successors and assigns, that at the time of the enrolling and delivery of these presents the execution, delivery and performance of this instrument on the part of the Assignor has been duly authorized by the Board of Directors of the Assignor and by the sole stockholder of the Assignor, the Assignor is well and duly seized of the above described instruments and property with full right, power and authority to convey the same as herein provided and that the same is free from all encumbrances created or suffered by it whatsoever and, except as aforesaid, it will forever warrant and defend the same against all lawful claims whatsoever. The foregoing covenant shall survive indefinitely.

The Assignee hereby assumes and agrees to pay, perform and discharge, or cause to be paid, performed and discharged, and to hold the Assignor, its directors, officers, employees

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3

and agents harmless from and against, all debts, obligations, contracts and liabilities (past, present or future) of the Assignor under the instruments specified in Schedule 1 hereof or incurred by the Assignor as a result thereof. The foregoing covenant shall survive indefinitely.

At any time and from time to time hereafter, the Assignor will, upon the request and at the expense of the Assignee, do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged or delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney or assurances as may be required for the better assigning, transferring, granting, conveying, assuring and confirming to the Assignee, or for aiding and assisting in the collection of or reducing to possession by the Assignee, any of the instruments or property intended to be transferred hereby.

Notwithstanding anything to the contrary contained herein, no recourse or liability to or upon any representation, warranty or covenant contained herein shall be had against any officer, director, stockholder, agent or employee, past, present or future, as such, of any party hereto, either directly or through such party, under any rule of law, statute or constitution or by the enforcement of any assessment or penalty or by legal or equitable proceedings or otherwise.

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This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This instrument shall be governed by and construed in accordance with the laws of the State of Ohio. This instrument may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, this instrument has been duly executed and delivered by the parties hereto on June 22, 1978.

Witnessed in the
Presence of:

J. J. Balling
John F. Garry

DOMESTIC PIPELINE CORPORATION
OF OHIO

By: H. M. Eisenhauer
Vice President
"C. S. DUNKLEY"

Attest: H. M. Eisenhauer
Secretary "H. M. EISENHAUER"

SEAL

J. J. Balling
John F. Garry

DOMESTIC PIPELINE CORPORATION

By: H. M. Eisenhauer
Vice President
"C. S. DUNKLEY"

Attest: H. M. Eisenhauer
Secretary "H. M. EISENHAUER"

SEAL

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PRELIMINARY TITLE - TRACT 15

5

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State personally appeared the above named DOME PIPELINE CORPORATION OF OHIO by "C. S. DUNKLEY", its Vice President and "H. M. EISENHAUER", its Secretary, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said Corporation, and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 22d day of June, 1978.

[Notarial Seal]

SEAL


Notary Public

DOROTHY D. PALAZZO
Notary Public For Cuyahoga County, O.
My Commission Expires June 24, 1979

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PRELIMINARY TITLE - TRACT 15

Schedule 1

Instruments of Conveyance

- ✓ Conveyance dated March 5, 1977 from Elizabeth Fuleki, et al., to Dome Pipeline Corporation of Ohio, recorded in Book 251, Page 15 of Williams County, Ohio, Deed Records.
- ✓ Conveyance dated April 7, 1977 from Kathleen A. and James E. Stark, Sr. (wife and husband), to Dome Pipeline Corporation of Ohio, recorded in Book 251, Page 470 of Williams County, Ohio, Deed Records.
- ✓ Conveyance dated March 12, 1976 from David L. and Rebecca Nester (husband and wife), to Dome Pipeline Corporation of Ohio, recorded in Book 247, Page 923 of Williams County, Ohio, Deed Records.
- ✓ Conveyance dated April 7, 1977 from James and Carol A. Coleman (husband and wife), to Dome Pipeline Corporation of Ohio, recorded in Book 251, Page 478 of Williams County, Ohio, Deed Records.
- ✓ Conveyance dated September 25, 1976 from Edward Eugene and Cheryl L. Hug (husband and wife), to Dome Pipeline Corporation of Ohio, recorded in Book 249, Page 608 of Williams County, Ohio, Deed Records.
- ✓ Conveyance dated September 25, 1976 from Eldred and Marie Hug (husband and wife), to Dome Pipeline Corporation of Ohio, recorded in Book 249, Page 611 of Williams County, Ohio, Deed Records.
- ✓ Conveyance dated September 25, 1976 from Lloyd W. and Hattie May Kuckuck (husband and wife), to Dome Pipeline Corporation of Ohio, recorded in Book 249, Page 614 of Williams County, Ohio, Deed Records.
- ✓ Conveyance dated April 7, 1977 from Iris A. Faith, et al., to Dome Pipeline Corporation of Ohio, recorded in Book 251, Page 485 of Williams County, Ohio, Deed Records.
- ✓ Conveyance dated April 7, 1977 from Lyle E. and Rosemary Hug (husband and wife), to Dome Pipeline Corporation of Ohio, recorded in Book 251, Page 492 of Williams County, Ohio, Deed Records.
- ✓ Conveyance dated February 8, 1977 from Lionel D. and Anna R. Hauser (husband and wife), to Dome Pipeline Corporation of Ohio,

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