

Tract 16

TO: DON CAIN ESTATE

Parcel Number: 48-0500-01-002.000
111.626 acres, more or less, Allen County

PRELIMINARY OWNER'S TITLE CERTIFICATE

The undersigned hereby certifies that he has made a thorough examination of the records of Allen County, Ohio, as disclosed by the public indexes in accordance with the Ohio Marketable Title Act, relating to the premises hereinafter described in Item I. This examination commenced with a (i) Warranty Deed from Otto Polter and Grace M. Polter, husband and wife, to Robert O. Polter and Aileen June Polter, filed for record January 11, 1952, at Volume 305, Page 625, of the Allen County Deed Records; and (ii) Executor's Deed from Harold P. Andrews, deceased, by Marie Patrick, Executrix, to Robert Polter and Aileen June Polter, filed for record April 11, 1962, at Volume 412, Page 582, of the Allen County Deed Records; and continued to the date hereof.

This certificate does not purport to cover matters not of record in the County, including rights of persons in possession, questions which a correct survey or inspection would disclose, rights to file mechanics' liens, special taxes and assessments not shown by the County Treasurer's records, zoning and other governmental regulations, or liens asserted by the United States or State of Ohio, their agencies and officers under the Ohio Solid Hazardous Waste Disposal Act, Federal Superfund Amendments, and under Racketeering Influence and Corrupt Organization Acts and Receivership Liens, unless the lien is filed in the public records of the county in which the premises is located.

The undersigned hereby certifies that, in his opinion based upon the records, the fee simple title to the premises is vested in Don E. Cain by virtue of a Quit Claim Deed from Shirley Evelyn Cain, unmarried, filed for record November 17, 2014, at Book 2014, Page 12272, of the Official Records of Allen County, Ohio; and that as appears from the records, the title is marketable and free from encumbrances except and subject to the matters set forth below.

ITEM I SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION OF REAL ESTATE.

ITEM II

Real Estate Taxes:

Parcel Number: 48-0500-01-002.000

Tax Valuation: \$ 610,900

Taxes per Half: \$ 1,442.45

Assessments: None

TAXES AND ASSESSMENTS ARE PAID THROUGH THE JULY, 2021, INSTALLMENT

SPECIAL NOTE: THE REAL PROPERTY IS CURRENTLY TAXED BASED UPON ITS CURRENT AGRICULTURAL USE VALUATION (CAUV), WHICH RESULTS IN A LOWER TAX THAN IF THE REAL ESTATE WERE VALUED AT ITS FAIR MARKET VALUE. THE REMOVAL OF ANY PART OF THE PROPERTY FROM AGRICULTURAL USE, OR THE FAILURE TO TIMELY FILE APPLICATIONS WITH THE COUNTY AUDITOR TO MAINTAIN THE TAXATION OF THE REAL ESTATE BASED UPON CAUV WILL RESULT IN A RECAPTURE OF THE REAL ESTATE TAXES SAVED BY REASON OF THE CAUV FOR A THREE-YEAR PERIOD.

ITEM III

Any matters disclosed on the survey of 111.626 acres dated March 3, 1997 and filed with the Allen County Engineer's Office, a copy of which is attached hereto.

ITEM IV

Easement for Highway Purposes from Robert O. Polter and Aileen J. Polter, husband and wife, to the State of Ohio, filed for record January 24, 1955, at Volume 346, Page 11, of the Deed Records of Allen County, Ohio, a copy of which is attached hereto.

Dated at Sidney, Ohio, this 13th day of April, 2021, at 8:30 a.m.

FAULKNER, GARMHAUSEN, KEISTER & SHENK
A Legal Professional Association

By:

Thomas J. Potts

EXHIBIT "A"

Being a parcel of land situated in Auglaize Township, Allen County, Ohio and being described as:

Being a parcel of land in the Southeast and Northeast Quarters of Section 5, T-4-S, R-8-E, Auglaize Township, Allen County, Ohio and also being Parcel Number 48-0500-01-002.000 and more particularly described as follows:

Commencing at a monument box at the southeast corner of said Southeast Quarter, said point being the intersection of Clum Road and Hullibarger Roads; thence, N 00°30'06" E (assumed bearing, basis of bearings) along the east line of said Southeast Quarter, 1323.23 feet to a 1/2" rerod set at the southeast corner of the Northeast Quarter of said Southeast Quarter and the PLACE OF BEGINNING; thence N 89°48'09" W along the south line of said Quarter Quarter Section; 1328.00 feet to a 1/2" rerod set at the southwest corner of said Quarter Quarter section; thence N 00°33'29" E along the west line of said Quarter Quarter Section, 1327.92 feet to a 1/2" rerod set at the southwest corner of the East Half of said Northeast Quarter; thence, N 00°32'36" E along the west line of said East Half, 2655.84 feet to a P-K nail set at the northwest corner of said East Half and the centerline of Harding Highway (S.R. 309) (passing through a 1/2" rerod set at 2610.84 feet); thence, 89°37'23" E along the north line of said East Half and said centerline, 513.80 feet to a P-K nail set; thence, S 00°35'20" W, 278.74 feet to a 1/2" rerod set (passing through a 1/2" rerod set at 52.86 feet); thence, N 89°37'23" E, 351.00 feet to a 1/2" rerod set; thence, S 00°35'20" W, 448.30 feet to a 2" angle iron corner post; thence, N 89°37'23" E, 464.16 feet to a 2" angle iron corner post on the east line of said Northeast Quarter; thence, S 00°35'20" W along said east line, 1946.82 feet to an existing 1/2" rerod at the northeast corner of said Southeast Quarter; thence S 00°30'06" W along the east line of said Southeast Quarter, 1323.23 feet to the PLACE OF BEGINNING.

Containing 111.626 acres more or less subject to all highways and other legal easements of record.

This description from a survey by Robert N. Tschanz, Registered Surveyor No. 4738, performed on March 3, 1997.

The above-described premises are being conveyed subject to all legal highways, easements, rights-of-way, restrictions, reservations, covenants, setback lines, platting and zoning regulations and conditions of record or in use on said premises.

Prior Instrument Reference: Volume 919, Page 304

Prior Instrument Reference: Volume 2014, Page 12272 of the Deed Records of Allen County, Ohio.

Parcel No. 48-0500-01-002.000

N. Line NE 1/4 185°37'23"E. & Harding Hwy S.R. 309

1600' 513.80' 361.00' 404.16'
 NNE of E1/2 NE1/4
 Sec. 5 RT & C. Claesens
 605-750 D 351.00' P J. Miller
 513.80' N 89°37'23"E Vol B06
 500' 25' 20" P 643
 215.14' Head
 215.00 Dead
 E1/4 NE1/4 N 89°37'23"E
 500' 30' 20" C N 89°37'23"E

B. E. Lockett Vol. 655 B3 875

Polter, Ted, Susan & Dennis
Vol Pg 51.253 Ac.
758 5

111.626 Acres ± Total
0.517 Acres ± R/W

D. M. WISERMAN
Vol. 524 Pg 170

SWET
NE YAS

Polter, Dennis L. & Mary K.,
& Ted E. & Susan E.
Vol Pg 60.392 Ac.
760 169

J & R Spencer Trustees
V.1 B02 Pg. 799

NE 38 05' W 1328.00
S. Line NE 4, 32 1/4
J R Spencer Trustees
Vol B02 Pg 733
~ 30° 00' 00" N 1329.34
S. Line SE 1/4 & Clun Road

3. LINE SEY & Clun Road

Scale 1" = 400'

A - Monbox by County
 B - Existing $\frac{1}{2}$ " Rerod
 C - 2" Angle Iron Cor. Post
 D - $\frac{1}{2}$ " Rerod Set
 E - P-K Nail Set

CLIENT JAMES BLAIE, ATTORNEY (PONTE)

SURVEYORS INC.
1867 WENDELL AVE
LIMA, OHIO 45805
419-224-2752

This plat represents an actual survey performed on 03-03-191.

SFR09-151

Reviewed by L. Haynes
on 3-6, 1997



SURVEYORS INC.
1867 WENDELL AVE
LIMA, OHIO 45805
419-224-2752

CLIENT JAMES BLAKE, ATTORNEY (POLTER)
COUNTY ALLEN TWP/HY AUGLAIZE
TOWNSHIP 1-SOUTH RANGE B-EAST
SECTION 5 SCALE 1:24,000 PAGE 2 OF 2
PARCEL 48-0500-01-002.000 LOT# 1
48-0500-01-001.000

THIS PLAT REPRESENTS AN ACTUAL SURVEY PERFORMED ON 03-03-97

LEGAL DESCRIPTION

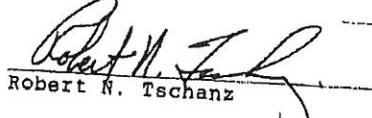
Being a parcel of land in the Southeast and Northeast Quarters of Section 5, T-4-S, R-8-E, Auglaize Township, Allen County, Ohio and also being Parcels Number 48-0500-01-002.000 and 48-0500-04-001.000 and more particularly described as follows:

Commencing at a monument box at the southeast corner of said Southeast Quarter, said point being the intersection of Clum and Hullibarger Roads; thence, N 00°30'06" E (assumed bearing, basis of bearings) along the east line of said Southeast Quarter, 1323.23 feet to a 1/2" rero set at the southeast corner of the Northeast Quarter of said Southeast Quarter and the PLACE OF BEGINNING; thence, N 89°48'09" W along the south line of said Quarter Quarter Section, 1328.00 feet to a 1/2" rero set at the southwest corner of said Quarter Quarter Section; thence, N 00°33'29" E along the west line of said Quarter Quarter Section, 1327.92 feet to a 1/2" rero set at the southwest corner of the East Half of said Northeast Quarter; thence, N 00°32'36" E along the west line of said East Half, 2655.84 feet to a P-K nail set at the northwest corner of said East Half and the centerline of Harding Highway (S.R. 309) (passing through a 1/2" rero set at 2610.84 feet); said centerline, 513.80 feet to a P-K nail set; thence, S 00°35'20" W, 278.74 feet to a 1/2" rero set (passing through a 1/2" rero set at 52.86 feet); thence, N 89°37'23" E, 351.00 feet to a iron corner post; thence, N 89°37'23" E, 448.30 feet to a 2" angle iron corner post on the east line of said Northeast Quarter; thence, S 00°35'20" W along said east line, 1946.82 feet to an existing 1/2" rero at the northeast corner of said Southeast Quarter; thence, S 00°30'06" W along the east line of said Southeast Quarter, 1323.23 feet to the PLACE OF BEGINNING.

Containing 111.626 acres more or less subject to all highways and other legal easements of record.

Previous Deed References: Volume 758, Page 5 and
Volume 760, Page 161.

SR09-152


Robert N. Tschanz

Reviewed by R. Hayes
on 3-6, 1997



346/11

#139702 .

Robert and Aileen Polter #R W Form 1
to #Title
State of Ohio #Revised 9-7-50

R/W Form A EASEMENT FOR HIGHWAY PURPOSES Sheet 1 of 3 Sheets
Approved
To Be Corrected
Shaet 2 of 3 sheets.

KNOW ALL MEN BY THESE PRESENTS:

That Robert O. Polter and Aileen J. Polter Husband and wife the Grantors for and in consideration of the sum of One Thousand Nine Hundred Fifty and no/100 Dollars (\$1950.00) and for other good and valuable considerations to them paid by the State of Ohio, the Grantees, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantees, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Allen County, Ohio, Auglaize Township, Section 5 NE $\frac{1}{4}$, Town 4 S, Range 8 E, and bounded and described as follows:

PARCEL No. 193

Being a parcel of land lying on the right side of the centerline of a survey, made by the Department of Highways, and recorded in Book 8, Page 17, 18, 19, 20 of the records of Allen County and being located within the following described points in the boundary thereof;

Beginning at a point in the northeast corner of said Section 5, the centerline of State Route 30-S and in station 1225 + 42.76 in said centerline; thence south 10°-20'-20" west along the east property line of said grantors to a point 45 feet right of station 1225 + 41.94 in said centerline; thence southwesterly to point 60 feet right of station 1222 + 00 in said centerline; thence northwesterly to a point in the west property line of said grantors, said point being 45 feet right of station 1212 + 20.08 in said centerline; thence north 10°-00'-50" east along said west property line to a point in the north property line of said grantors, the north line of said Section 5 and in the centerline of State Route 30-S, said point being station 1212 + 20.50 in said centerline; thence south 89°-31'-10" east along said north property line and the centerline of State Route 30-S to the point of beginning

It is understood that the strip of land above described contains 0.69 acres, more or less, exclusive of the present road which occupies 0.91 acres, more or less.

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

R/W Form 7
Acknowledgement
Revised 9-20-28-C

Sheet 3 of 3 sheets.

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

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

And for the consideration aforesaid Aileen Polter and Robert Polter hereby relinquishes to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF, Robert O. Polter and Aileen J. Polter Husband & wife have hereunto set their hands, the 13 day of October, in the year of our Lord one thousand nine hundred and Fifty Four.

Signed and sealed in presence of:

Allen Litten

Robert O. Polter

Burke E. Smith

Aileen J. Polter

STATE OF OHIO)
Allen County) ss.:.

Before me, a Notary Public in and for said County and State, personally appeared the above named Robert O. Polter & Aileen J. Polter 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 Lima, Ohio this 15 day of October, A. D. 1954

(SEAL)

J. L. Rohrbacher
My Commission Expires Oct 31, 1956
J. L. Rohrbacher
Notary Public, Allen County, Ohio
My Commission Expires Oct. 31, 1956

Received Jan 24, 1955
at 9:35 o'clock A. M.
Recorded Jan 24, 1955
Fee \$2.05

Morgan Davis RECORDER
C.M.O.

TO: DON CAIN ESTATE

**Parcel Numbers: 28-3100-04-007.000;
38-0600-01-001.001
125.118 acres, more or less, Allen County**

PRELIMINARY OWNER'S TITLE CERTIFICATE

The undersigned hereby certifies that he has made a thorough examination of the records of Allen County, Ohio, as disclosed by the public indexes in accordance with the Ohio Marketable Title Act, relating to the premises hereinafter described in Item I. This examination commenced with (i) a Warranty Deed from Harold E. Weaver and Mary E. Weaver, husband and wife, to Harold C. Winkelman and Lina Winkelman, filed for record June 14, 1966, at Volume 456, Page 555, of the Allen County Deed Records; and (ii) a Warranty Deed from Earl M. Myers and Clara Myers, husband and wife, to Harold C. Winkelman, filed for record April 22, 1965, at Volume 443, Page 496, of the Allen County Deed Records; and continued to the date hereof.

This certificate does not purport to cover matters not of record in the County, including rights of persons in possession, questions which a correct survey or inspection would disclose, rights to file mechanics' liens, special taxes and assessments not shown by the County Treasurer's records, zoning and other governmental regulations, or liens asserted by the United States or State of Ohio, their agencies and officers under the Ohio Solid Hazardous Waste Disposal Act, Federal Superfund Amendments, and under Racketeering Influence and Corrupt Organization Acts and Receivership Liens, unless the lien is filed in the public records of the county in which the premises is located.

The undersigned hereby certifies that, in his opinion based upon the records, the fee simple title to the premises is vested in Don Cain by virtue of a Warranty Deed from Golf at Sugar Creek Properties, a Limited Liability Company, filed for record July 25, 2008, at Book 2008, Page 10444, of the Official Records of Allen County, Ohio; and that as appears from the records, the title is marketable and free from encumbrances except and subject to the matters set forth below.

ITEM I SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION OF
REAL ESTATE.

ITEM II Real Estate Taxes:

Parcel Number: 28-3100-04-007.000

Tax Valuation: \$ 547,900

Taxes per Half: \$ 1,258.83 - 1st half
\$ 1,248.82 - 2nd half

Assessments:	Larue	\$ 10.00 – 1 st half
	Warrington Ditch Maintenance	\$ 97.04 – 1 st half
	Warrington Ditch Maintenance	\$ 97.03 – 2 nd half

TAXES AND ASSESSMENTS ARE PAID THROUGH THE JULY, 2021, INSTALLMENT

Parcel Number: 38-0600-01-001.001

Tax Valuation: \$ 111,000

Taxes per Half: \$ 192.35 - 1st half

\$ 192.34 - 2nd half

Assessments:	Warrington Ditch Maintenance	\$ 20.40 - 1 st half
	Warrington Ditch Maintenance	\$ 20.39 - 2 nd half

TAXES AND ASSESSMENTS ARE PAID THROUGH THE JULY 2021 INSTALLMENT

THE FINEST AND ACCESSIBLEST FILE TYPE THROUGH THE JOBT, B2BT, INSTABOOTMENT

SPECIAL NOTE: THE REAL PROPERTY IS CURRENTLY TAXED BASED UPON ITS CURRENT AGRICULTURAL USE VALUATION (CAUV), WHICH RESULTS IN A LOWER TAX THAN IF THE REAL ESTATE WERE VALUED AT ITS FAIR MARKET VALUE. THE REMOVAL OF ANY PART OF THE PROPERTY FROM AGRICULTURAL USE, OR THE FAILURE TO TIMELY FILE APPLICATIONS WITH THE COUNTY AUDITOR TO MAINTAIN THE TAXATION OF THE REAL ESTATE BASED UPON CAUV WILL RESULT IN A RECAPTURE OF THE REAL ESTATE TAXES SAVED BY REASON OF THE CAUV FOR A THREE-YEAR PERIOD.

ITEM III Any matters disclosed on the survey of 125.118 acres dated January 13, 2001 and filed as Survey Record 30-157 with the Allen County Engineer's Office, a copy of which is attached hereto.

ITEM IV Oil and Gas Lease from Harold E. Weaver and Mary E. Weaver, husband and wife, to Producers Drilling & Cont. Co., filed for record June 19, 1964, at Volume 54, Page 198, of the Lease Records of Allen County, Ohio, a copy of which is attached hereto.

ITEM V Oil and Gas Lease from Jack E. Dally and Barbara L. Dally, husband and wife, to Producers Drilling & Cont. Co., filed for record June 19, 1964, at Volume 54, Page 202, of the Lease Records of Allen County, Ohio, a copy of which is attached hereto.

ITEM VI Easement for County Road Purposes from Harold C. Winkelmann and Ruth L. Fritschi, to Allen County, State of Ohio, filed for record September 3, 1993, at Volume 781, Page 92, of the Deed Records of Allen County, Ohio, a copy of which is attached hereto.

ITEM VII Easement from Harold C. Winkelman and Ruth L. Fritschi, to United Telephone Company of Ohio, filed for record February 28, 1994, at Volume 787, Page 520, of the Deed Records of Allen County, Ohio, a copy of which is attached hereto.

ITEM VIII Easement of Correction from Harold C. Winkelman and Ruth L. Fritschi, to United Telephone Company of Ohio, filed for record March 25, 1994, at Volume 788, Page 442, of the Deed Records of Allen County, Ohio, a copy of which is attached hereto. **NOTE: This is a correction of the Easement filed for record at Deed Record Volume 787, Page 520.**

ITEM IX Partial Release of Easement & Agreement by Buckeye Pipe Line Company, L.P., to Golf at Sugar Creek Properties, filed for record August 25, 2005, at Volume 946, Page 327, of the Deed Records of Allen County, Ohio, a copy of which is attached hereto.

Dated at Sidney, Ohio, this 16th day of April, 2021, at 8:30 a.m.

FAULKNER, GARMHAUSEN, KEISTER & SHENK
A Legal Professional Association

By: 
Thomas J. Potts

EXHIBIT "A"

The following described parcel of land is situated in the Southwest and Southeast quarters of Section 31, Township 2 South, Range 8 East, Richland Township and the Northeast quarter of Section 6, Township 3 South, Range 8 East, Jackson Township, Allen County, Ohio, being all of parcel 28-3100-04-007.000 and parcel 38-0600-01-001.000 and is more particularly described as follows:

Commencing at a railroad spike (found) marking the Northeast corner of the Northeast quarter of Section 6, Jackson Township, also being the centerline of Napoleon Road and the PLACE OF BEGINNING for the parcel to be described.

Thence with the centerline of Napoleon Road, S 00° 41' 38" W a distance of 882.40 feet to a P K nail (set) in the center of a bridge over Sugar Creek;

Thence with the centerline of Sugar Creek and the North line of lands owned by Golf at Sugar Creek as described in Deed Volume 840 Page 503, the following courses;

N 70° 52' 15" W a distance of 215.65 feet;

N 29° 36' 03" W a distance of 35.47 feet;

N 20° 40' 52" E a distance of 53.40 feet;

N 62° 34' 58" W a distance of 138.52 feet;

N 49° 09' 16" W a distance of 153.27 feet;

N 65° 17' 09" W a distance of 169.39 feet;

N 54° 38' 08" W a distance of 149.90 feet;

N 68° 29' 41" W a distance of 137.23 feet;

S 80° 01' 14" W a distance of 130.21 feet;

N 72° 50' 44" W a distance of 207.43 feet;

N 58° 33' 00" W a distance of 173.72 feet;

S 72° 43' 20" W a distance of 198.69 feet;

N 79° 01' 58" W a distance of 213.20 feet;

S 88° 58' 32" W a distance of 181.22 feet;

N 84° 40' 56" W a distance of 192.44 feet;

S 82° 00' 28" W a distance of 169.17 feet;

N 87° 45' 53" W a distance of 257.35 feet;

N 69° 27' 48" W a distance of 79.33 feet;

N 28° 24' 50" W a distance of 123.07 feet to a point where the centerline of said creek intersects the West line of the Northeast quarter of Section 6;

thence with said West line N 00° 29' 41" E a distance of 65.37 feet to an iron pipe (found) at the Northwest corner of the Northeast quarter of Section 6;

thence with the Township line common to Jackson and Richland Townships S 89° 09' 34" W a distance of 1,270.91 feet to an iron pin (found) in the center of a creek just Southeasterly from its confluence with Sugar Creek, also being the Southwest corner of the Southeast quarter of the Southwest quarter of Section 31, Richland Township;

thence N 00° 10' 15" W a distance of 94.10 feet to an iron pipe (found);

thence N 45° 46' 15" W a distance of 60.00 feet to a P K nail (set) in the centerline of Dixie Highway;

thence with the centerline of Dixie Highway N 44° 12' 20" E a distance of 1,614.07 feet to a P K nail (found);

thence continuing with said centerline N 45° 24' 47" E a distance of 285.01 feet to a P K nail (found) in the West line of the Southeast quarter of Section 31;

thence with said West line S 00° 41' 04" E a distance of 154.24 feet to an iron pin (found) at the Northwest corner of the Southwest quarter of the Southeast quarter of Section 31, passing at 43.26 feet an iron pin (set);

thence with the North line of the South half of said Southeast quarter and the South line of lands owned by Don E. Cain as described in Deed Volume 751 Page 358, N 89° 05' 15" E a distance of 2,646.68 feet to a P K nail (set) at the Northeast corner of the Southeast quarter of the Southeast quarter of Section 31 and the centerline of Napoleon Road, passing at 2,616.68 feet an iron pin (set); thence with the centerline of Napoleon Road S 00° 08' 40" E a distance of 1,064.55 feet to a P K nail (set);

thence S 88° 56' 06" W a distance of 241.00 feet to an iron pin (set), passing at 30.00 feet an iron pin (set);

thence S 00° 08' 40" E a distance of 252.07 feet to an iron pin (set) in the South line of the Southeast quarter of Section 31;

thence with said South line N 88° 56' 06" E a distance of 234.40 feet to the PLACE OF BEGINNING, passing at 211.00 feet an iron pin (set); this tract of land contains 125.118 acres, more or less, subject to all legal highways and easements of record. This description is based on an actual field survey performed in January, 2001 and was prepared by Leland D. Yoakam L.S. # 7676. All markers are accurate as to material and location and are in place. All bearings refer to the centerline of Napoleon Road and the East line of Section 6, Jackson Township, as being S 00° 41' 38" W.

Parcel No. 28-3100-04-007.000

Parcel No. 38-0600-01-001.001

Prior Instrument Reference: Volume 2008, Page 10444 of the Deed Records of Allen County, Ohio.

**YOAKAM
SURVEYING**
9425 Sugar Creek Road
Harrod, Ohio 45850
Leland D. Yoakam, P.S. # 7676
Phone (419) 643-2805

CLIENT: GOLF AT SUGAR CREEK
COUNTY: ALLEN TWP.: 2-S & 3 -S
TOWNSHIP: RICHLAND & JACKSON RANGE: 8-E
SECTION: 6 & 31 LOT NO.:
SURVEYED BY: L D Y DATE: 01/28/01
SHEET 2 of 3 SCALE:

The following described parcel of land is situated in the Southwest and Southeast quarters of Section 31, Township 2 South, Range 8 East, Richland Township and the Northeast quarter of Section 6, Township 3 South, Range 8 East, Jackson Township, Allen County, Ohio, being all of parcel 28-3100-04-007.000 and part of parcels 28-3100-04-008.000, 38-0600-01-002.000, and 38-0600-01-001.000 and is more particularly described as follows:

Commencing at a railroad spike (found) marking the Northeast corner of the Northeast quarter of Section 6, Jackson Township, also being the centerline of Napoleon Road and the PLACE OF BEGINNING for the parcel to be described;

thence with the centerline of Napoleon Road, S 00° 41' 38" W a distance of 882.40 feet to a P K nail (set) in the center of a bridge over Sugar Creek;

thence with the centerline of Sugar Creek and the North line of lands owned by Golf At Sugar Creek as described in Deed Volume 840 Page 503, the following courses;

N 70° 52' 15" W a distance of 215.65 feet;

N 29° 36' 03" W a distance of 35.47 feet;

N 20° 40' 52" E a distance of 53.40 feet;

N 62° 34' 58" W a distance of 138.52 feet;

N 49° 09' 16" W a distance of 153.27 feet;

N 65° 17' 09" W a distance of 169.39 feet;

N 54° 38' 08" W a distance of 149.90 feet;

N 68° 29' 41" W a distance of 137.23 feet;

S 80° 01' 14" W a distance of 130.21 feet;

N 72° 50' 44" W a distance of 207.43 feet;

N 58° 33' 00" W a distance of 173.72 feet;

S 72° 43' 20" W a distance of 198.69 feet;

N 79° 01' 58" W a distance of 213.20 feet;

S 88° 58' 32" W a distance of 181.22 feet;

N 84° 40' 56" W a distance of 192.44 feet;

S 82° 00' 26" W a distance of 169.17 feet;

N 87° 45' 53" W a distance of 257.35 feet;

N 69° 27' 48" W a distance of 79.33 feet;

N 28° 24' 50" W a distance of 123.07 feet to a point where the centerline of said creek intersects the West line of the Northeast quarter of Section 6;

thence with said West line N 00° 29' 41" E a distance of 65.37 feet to an iron pipe (found) at the Northwest corner of the Northeast quarter of Section 6;

thence with the Township line common to Jackson and Richland Townships S 89° 09' 34" W a distance of 1,270.91 feet to an iron pin (found) in the center of a creek just Southeasterly from its confluence with Sugar Creek, also being the Southwest corner of the Southeast quarter of the Southwest quarter of Section 31, Richland Township;

thence N 00° 10' 15" W a distance of 94.10 feet to an iron pipe (found);

thence N 45° 46' 15" W a distance of 60.00 feet to a P K nail (set) in the centerline of Dixie Highway; thence with the centerline of Dixie Highway N 44° 12' 20" E a distance of 1,614.07 feet to a P K nail (found);

thence continuing with said centerline N 45° 24' 47" E a distance of 285.01 feet to a P K nail (found) in the West line of the Southeast quarter of Section 31;

thence with said West line S 00° 41' 04" E a distance of 154.24 feet to an iron pin (found) at the Northwest corner of the Southwest quarter of the Southeast quarter of Section 31, passing at 43.26 feet an iron pin (set);

thence with the North line of the South half of said Southeast quarter and the South line of lands owned by Don E. Cain as described in Deed Volume 751 Page 358, N89° 05' 15" E a distance of 2,646.68 feet to a P K nail (set) at the Northeast corner of the Southeast quarter of the Southeast quarter of Section 31 and the centerline of Napoleon Road, passing at 2,616.68 feet an iron pin (set); thence with the centerline of Napoleon Road S 00° 08' 40" E a distance of 1,064.55 feet to a P K nail (set);

thence S 88° 56' 06" W a distance of 241.00 feet to an iron pin (set), passing at 30.00 feet an iron pin (set);

thence S 00° 08' 40" E a distance of 252.07 feet to an iron pin (set) in the South line of the Southeast quarter of Section 31;
thence with said South line N 88° 56' 06" E a distance of 234.40 feet to the PLACE OF BEGINNING, passing at 211.00 feet an iron pin (set). This tract of land contains 125.118 acres, more or less, subject to all legal highways and easements of record; This description is based on an actual field survey performed in January, 2001 and was prepared by Leland D. Yoakam L.S. # 7676. All markers are accurate as to material and location and are in place. All bearings refer to the centerline of Napoleon Road and the East line of Section 6, Jackson Township, as being S 00° 41' 38" W
Prior Deed: Deed Volume 657 Page 632

REVIEWED BY:
<i>Tom Pease Jr</i>
MICHAEL L. HOWBERT, P.S.
ALLEN COUNTY ENGINEER'S
DATE: 02-02-01



Leland D. Yoakam 1-29-01
Leland D. Yoakam, Reg. Sur. #7676

202

223040
OIL AND GAS LEASE

Agreement: Made and entered into the 22nd day of July 1947 by and
between T. R. T. Tally and Barbara L. Dally
husband and wife RT#2 Linn, Mo.
hereinafter called lessor (whether one
or more), and John C. C.
hereinafter called lessee:

Witnesseth: That the said lessor, for and in consideration of the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demise, leased and let, and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations, and structures thereon to produce, save and take care of said products, all that certain tract of land

situate in the Township of Linn, County of Adair, State of Missouri, described as follows: to wit:

Section 22, Township 11, Range 10, of the 7th P. of S. 8th P. of S.

of Section 22, Township 11, Range 10, and containing 1/2 acres, more or less.

It is agreed that this lease shall remain in force for a primary term of 2 years from this date and if lessee shall commence to drill within said primary term or any extension thereof, the said lessor shall have the right to continue drilling to completion with reasonable diligence and said term shall extend as long thereafter as oil and gas, or either of them, is produced by lessee from said land or from a communitized unit as hereinafter provided.

In consideration of the premises the lessor covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor one eighth (1/8) of the gas, proceeds each year, payable quarterly, for the gas from each well whose gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one eighth (1/8), payable monthly at the prevailing market rate for gas. Where such gas is not sold or used for a period of one year, lessor shall pay or tender as royalty an amount equal to the yearly delay rental as provided by the provisions of this lease, payable monthly at the end of each year during which such gas is not sold or used, and while such royalty is so paid or tendered, this lease shall be a communitized property under the above paragraph setting forth the primary term of this lease. Lessor is to have gas free of cost from any said well for all stoves and all inside lights in the principal dwelling on said land during the same time, by making lessor's own connections with the well at a cost of his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable monthly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before the 1st day of July 1947, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or the lessor's credit in the Bank of Adair or its successors, which shall continue as the depository

regardless of changes in ownership of said land, the sum of 25.00 dollars which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. The payment herein referred to may be made in currency, draft, or check at the option of the lessor or the depositing of such currency, draft or check in any postoffice with sufficient postage and properly addressed to the lessor or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid but also the lessee's option of extending that period as aforesaid and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payments of rentals in the same amount and in the same manner as hereinabove provided. And it is agreed that on the resumption of the payments of rentals as above provided, the last preceding paragraph hereof governing the payment of rentals and the effect thereof shall continue in force as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals thereon provided for shall be paid the lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon except water from the wells of lessor. When requested by lessor, lessee shall bury lessor's pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now or subsequently standing without written consent of lessor. Lessee shall pay for damages caused by lessor's operations on or about the said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

For the purpose of oil and/or gas development and production under this lease, lessor does hereby grant to lessee the right to pool and communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than approximately one (100) acre and/or gas development unit of not more than approximately one hundred sixty (160) acres, and lessor shall in no way be bound by any rules and regulations of any oil or gas unit. If such oil or gas well shall not be drilled on the premises herein leased, it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants, expressed or implied, in this lease, and lessor shall participate in the one-eighth (1/8) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by the lessor within the unitations of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

EASEMENT FOR COUNTY ROAD PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

That Harold C. Winkelman and Ruth L. Fritschi
5511 N. Napoleon Road
Lima, Ohio 45807,

The Grantors, for and in consideration of the sum of Three hundred twenty-four
and zero hundredths Dollars (\$ 324.00) and for other
good and valuable consideration to them paid by Allen County, State of Ohio,
the Grantee, the receipt whereof is hereby acknowledged, do hereby grant,
bargain, sell, convey and release to the said Grantee, its successors and assigns
forever, a perpetual easement and right-of-way for public County Road Purposes,
in, upon and over the lands hereinafter as follows:

PARCEL NO. 38-0600-01-001

Being a parcel of land of the Harold C. Winkelman and Ruth L. Fritschi
property (Deed Record Book 657, Page 632) located in the Northeast Quarter
of the Northeast Quarter, Section 6, T3 S, R8 E, Jackson Township,
Allen County, Ohio, and lying on the west side of the centerline of a
survey made by the County Engineer and being located within the following described
points: Commencing at a railroad spike found at the Southeast corner of the Northeast
Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section six (6); Township three (3) South;
Range eight (8) East; Jackson Township; Allen County, Ohio.

1. Thence North zero degrees zero minutes zero seconds East ($000^{\circ}-00'00"E$) with the
east line of the said Northeast Quarter ($\frac{1}{4}$) of Section six (6) also being the cen-
terline of Napoleon Road, two hundred seventy-one and fifty-five hundredths (271.55)
feet to the PLACE OF BEGINNING.
2. Thence continue North zero degrees zero minutes zero seconds East ($000^{\circ}-00'00"E$)
with the east line of the said Northeast Quarter ($\frac{1}{4}$) of Section six (6), six hun-
dred twenty-five and zero hundredths (625.00) feet.
3. Thence North ninety degrees zero minutes zero seconds West ($90^{\circ}-00'00"W$), per-
pendicular to the east line of the said Northeast Quarter ($\frac{1}{4}$) of Section six (6),
thirty and zero hundredths (30.00) feet to the existing west right-of-way line of
Napoleon Road.
4. Thence South three degrees forty-eight minutes, fifty-one seconds West ($503^{\circ}-48'51"W$)
with the west right-of-way line of Napoleon Road, seventy-five and seventeen
hundredths (75.17) feet.
5. Thence South zero degrees zero minutes zero seconds West ($000^{\circ}-00'00"W$) with the
west right-of-way line of Napoleon Road, said line being parallel with and thirty-
five and zero hundredths (35.00) feet west of the east line of the said Northeast
Quarter ($\frac{1}{4}$) of Section six (6), one hundred and zero hundredths (100.00) feet.
6. Thence South five degrees forty-two minutes thirty-eight seconds West ($505^{\circ}-42'38"W$)
with the west right-of-way line of Napoleon Road, fifty and twenty-five
hundredths (50.25) feet.
7. Thence South zero degrees zero minutes zero seconds West ($000^{\circ}-00'00"W$) with the
west right-of-way line of Napoleon Road, said line being parallel with and forty
and zero hundredths (40.00) feet west of the east line of the said Northeast
Quarter ($\frac{1}{4}$) of Section six (6), three hundred twenty-five and zero hundredths
(325.00) feet.
8. Thence South seven degrees thirty-five minutes forty-one seconds East ($507^{\circ}-35'41"E$)
with the west right-of-way line of Napoleon Road, seventy-five and sixty-six
hundredths (75.66) feet to the existing west right-of-way line of Napoleon Road.
9. Thence South ninety degrees zero minutes zero seconds East ($90^{\circ}-00'00"E$) per-
pendicular to the east line of the said Northeast Quarter ($\frac{1}{4}$) of Section six (6),
thirty and zero hundredths (30.00) feet to the PLACE OF BEGINNING.

It is understood that the strip of land above described contains
0.538 acres, more or less, of which the present road occupies
0.430 acres, more or less. The parcel to be acquired contains
0.108 acres, more or less.

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

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

And for the consideration aforesaid Ruth L. Fritschi, wife of Ernest Fritschi,
and Ernest Fritschi, husband of Ruth L. Fritschi.

hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF Harold C. Winkelman and Ruth L. Fritschi and Ernest Fritschi have hereunto set their hands, the 18th day of August in the year of our Lord, one thousand nine hundred and ninety-three.

Signed and sealed in the presence of:

Harold C. Winkelman

Ruth L. Fritschi

Ernest Fritschi

Witnesses

STATE OF OHIO) ss.:
ALLEN COUNTY)

Before me, a notary public in and for said County and State, personally appeared the above named Harold C. Winkelman, Ruth L. Fritschi and Ernest Fritschi, 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 Lima,
Ohio, this 18th day of August, A. D. 19 93.

This instrument prepared by:
Allen County Engineer's Office

9315431

FILED AND RECORDED	Sept 3 1993
AT 10:40 O'CLOCK A.M.	PAGE 92
RECORDED VOL. 781	PAGE 92
RECORDED, ALLEN CO., OHIO	Paid
EDWARD P. KIRK	Fee <u>0</u>
	Attch. by Comm.

WAYNE C. GERDEMAN, Notary Public
State of Ohio
My Commission Expires, June 16, 1996.

This Conveyance has been examined
and the Grantor has complied with
Section 319-202 of the Revised Code.

FEE \$ _____

EXEMPT

H. DEAN FRENCH, County Auditor

Transferred Sept. 3, 1993
H. Dean French Co. Auditor
no fee



9403050

EASEMENT NUMBER
JOB NUMBER 1103-2314448

EASEMENT

Know all men by these presents, that

NAME	The Grantor(s)
Harold C. Winkelman and Ruth L. Fritschl	
STREET	
5511 N. Napoleon Road Rt. #3	
CITY, STATE, ZIP	
Lima, Ohio 45807	

In consideration of one dollar (\$1.00) and other valuable considerations received to his, her, their satisfaction from UNITED TELEPHONE COMPANY OF OHIO, the Grantor, hereby grant(s) and convey(s) unto said Grantee, an Ohio Corporation and public utility under the laws of the State of Ohio, its successors and assigns, a perpetual alienable commercial utility easement to lay, install, construct, reconstruct, erect, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter, its communications plant and systems including, but not limited to conduits, pedestals, poles, wires, guys, anchors, cables, fixtures, surface monuments, manholes, associated pad or pole mounted electronic equipment and cabinetry, and appurteances, as it may deem necessary, with the further right to permit the attachment of, and/or carry in conduit, wires, cables and associated facilities of any other company with services and extensions therefrom in, on, over, and/or under our lands, with the right of ingress to and egress from and over said premises situated in the Type Village or City, whichever applies ~ of N/A, Township of Jackson, County of Allen, State of Ohio, and being a part of NE 1/4 of the NE 1/4 Section(s) 6, Township 3 south, Range 8 east, Lot Number(s) Parcel # 38-0600-01-001, Parcel #2, 40 acre tract of land.

The easement herein granted shall be as noted feet in width and more fully described as follows:

Guy wire and anchor assembly to be placed within an easement being a strip of land 1' (foot) in width and lying on each side of a center line; Said center line to begin at a railroad spike found at the southeast corner of the northeast 1/4, of the northeast 1/4 of section 6; Township 3 south; Range 8 east; Jackson Township; Allen County; Also being the center line of Napoleon Road, 496±55' (feet) more or less to a point; Thence westerly, a distance of 40' (feet) more or less to a point on the new west right of way line of Napoleon Road; Said point also being the true point of beginning; Thence westerly a distance of 10' (feet) more or less to a point of termination.

TRANSFER NOT NECESSARY
FEB 28 1994
H. DEAN FRENCH, AUDITOR
NO FEE

Said easement may be further identified on exhibit(s) A attached hereto and by this reference made a part thereof.

Any damage due to construction, maintenance, or removal, of said facilities shall be paid, repaired, or restored by United Telephone Company of Ohio.

In compliance with IRS regulations Grantor(s) shall file IRS Form 1099S for this transaction.

Grantor(s) claims title to the above described property by virtue of deed recorded in Deed/Official Record Volume 657, Page 632 of the records of Allen County, Ohio.

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

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

The undersigned Grantors hereby covenants to be the owner in fee simple of said real estate, lawfully seized thereof, with good right to grant and convey said easement herein, and that said real estate is free from all encumbrances, and that Grantors will warrant and defend the title to the said easement against all lawful claims. Grantors warrants that the above-described property as subject of said easement does not contain hazardous materials as defined by federal and state statute or regulation.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

In WITNESS WHEREOF, the said Grantor(s) hereunto set their hand(s) this 23RD day of FEBRUARY, 1994.

SIGNED IN THE PRESENCE OF:

William R. Perrin
WILLIAM R. PERRIN

C. George Volbert Jr.
C. GEORGE VOLBERT JR.

SIGNATURE OF GRANTOR(S):

Harold C. Winkelman
HAROLD C. WINKELMAN

Ruth L. Fritschi
RUTH L. FRITSCHI

Ernest Fritschi
ERNEST FRITSCHI

STATE OF OHIO
County OF Allen

} SS:

Before me, a Notary Public in and for said County, personally appeared the above named _____ who acknowledged that
did sign the within instrument and that the same is _____ free act and deed.

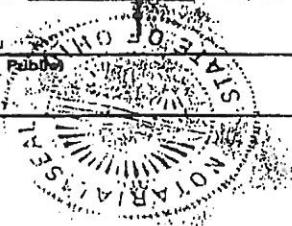
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23RD day of February, A.D., 1994

William R. Perrin
(Notary Public)

(Printed) WILLIAM R. PERRIN

My commission expires

WILLIAM R. PERRIN
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 01-30-98



STATE OF OHIO

} SS:
County

Before me, a Notary Public in and for said County, personally appeared the above named _____
who acknowledged that _____

did sign the within instrument and that the same is _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ A.D., 19____

(Notary Public)

(Printed) _____

My commission expires _____, 19 ____.

STATE OF OHIO

} SS:
County

Before me, a Notary Public in and for said County, personally appeared the above named _____
who acknowledged that _____

did sign the within instrument and that the same is _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ A.D., 19____

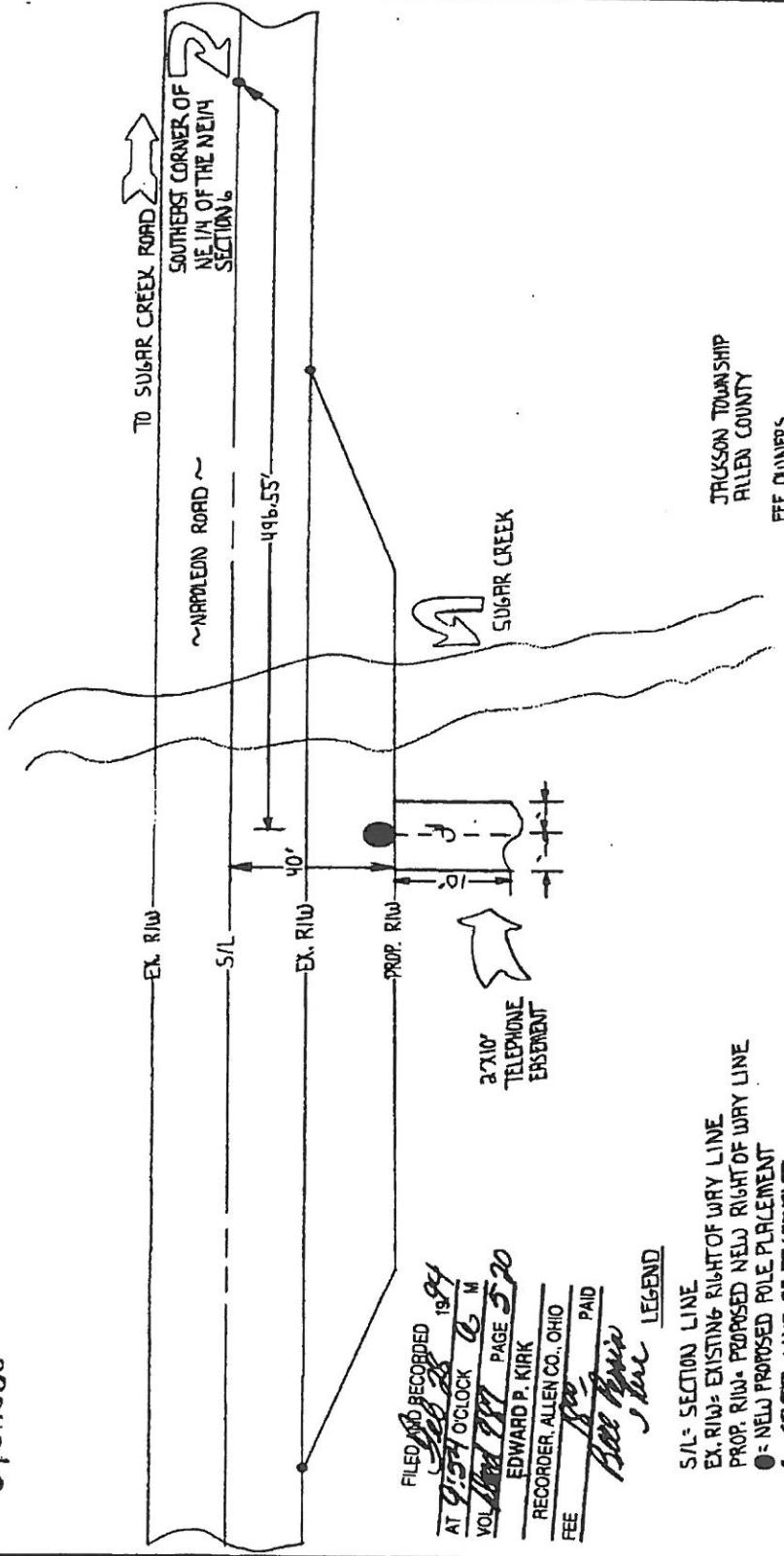
(Notary Public)

(Printed) _____

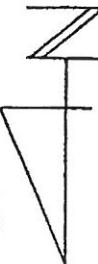
My commission expires _____, 19 ____.

940,3050

EXHIBIT "R"



JACKSON TOWNSHIP
ALLEN COUNTY
FEE OWNERS
HAROLD C. WINFELMAN
RUTH L. FRITSCHI



REVISED	United Telephone Company of Ohio		
TITLE: TELEPHONE EASEMENT ACROSS 40 ACRE TRACT OF LAND PARCEL # 58-0600-01-01			
OFFICE CODE 1103-3-BERVERDAM TAX DISTRICT			
DRAWN BY B. PERRIN DATE 02-23-94 SCALE NONE			
ENGINEERED BY SHEET 1 OF 1			
APPROVED BY WORK ORDER NO. 3204446			

9404723



9404723

EASEMENT NUMBER
JOB NUMBER
1103-2314446

**EASEMENT OF CORRECTION
EASEMENT**

Know all men by these presents, that

NAME
Harold C. Winkelman and Ruth L. Fritsch
STREET
5511 N. Napoleon Road Rt. #3
CITY, STATE, ZIP
Lima, Ohio 45807

The Grantor(s)

HAROLD C. WINKELMAN

In consideration of one dollar (\$1.00) and other valuable considerations received to him, her, their satisfaction from UNITED TELEPHONE COMPANY OF OHIO, the Grantor, hereby grant(s) and convey(s) unto Grantee, an Ohio Corporation and public utility under the laws of the State of Ohio, its successors and assigns, a perpetual assignable commercial utility easement to lay, install, construct, reconstruct, erect, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter, its communications plant and systems including, but not limited to conduit, pedestals, poles, wires, guys, anchors, cables, fixtures, surface monuments, manholes, associated pad or pole mounted electronic equipment and cabinetry, and appurtenances, as it may deem necessary, with the further right to permit the attachment of, and/or carry in conduit, wires, cables and associated facilities of any other company with services and extensions therefrom in, on, over, and/or under our lands, with the right of ingress to and egress from and over said premises situated in the Type Village or City, whichever applies - of N/A, Township of Jackson, County of Allen, State of Ohio, and being a part of NE 1/4 of the NE 1/4 Section(s) 16, Township 3 south, Range 8 east, Lot Number(s) Parcel # 38-0600-01-001, Parcel #2, 40 acre tract of land.

The easement herein granted shall be as noted feet in width and more fully described as follows:

Guy wire and anchor assembly to be placed within an easement being a strip of land 1' (foot) in width and lying on each side of a center line; Said center line to begin at a railroad spike found at the southeast corner of the northeast 1/4, of the northeast 1/4 of section 8; Township 3 south; Range 8 east; Jackson Township; Allen County; Also being the center line of Napoleon Road, 12 1/2' (feet) more or less to a point; Thence westerly, a distance of 40' (feet) more or less to a point on the new west right of way line of Napoleon Road; Said point being the true point of beginning; Thence westerly a distance of 10' (feet) more or less to a point of termination.

TRANSFER NOT NECESSARY
FEB 28 1994
H. DEAN FRENCH, AUDITOR
NO FEE

TRANSFER NOT NECESSARY
MAR 25 1994
H. DEAN FRENCH, AUDITOR
NO FEE

Said easement may be further identified on exhibit(s) attached hereto and by this reference made a part thereof.

Any damage due to construction, maintenance, or removal, of said facilities shall be paid, repaired, or restored by United Telephone Company of Ohio.

In compliance with IRS regulations Grantor(s) shall file IRS Form 1099S for this transaction.

Grantor(s) claims title to the above described property by virtue of deed recorded in Deed/Official Record Volume 657, Page 632 of the records of Allen County, Ohio.

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

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

The undersigned Grantors hereby covenants to be the owner in fee simple of said real estate, lawfully seized thereof, with good right to grant and convey said easement herein, and that said real estate is free from all encumbrances, and that Grantors will warrant and defend the title to the said easement against all lawful claims. Grantors warrants that the above-described property as subject of said easement does not contain hazardous materials as defined by federal and state statute or regulation.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

In WITNESS WHEREOF, the said Grantor(s) hereunto set their hand(s) this 23rd day of FEBRUARY, 1994.

SIGNED IN THE PRESENCE OF:

William R. Perrin
WILLIAM R. PERRIN
C. George Volbert Jr.
C. GEORGE VOLBERT JR.

SIGNATURE OF GRANTOR(S):

Harold C. Winkelmann
HAROLD C. WINKELMANN
Ruth L. Tritschi
RUTH L. TRITSCHI
Ernest Tritschi
ERNEST TRITSCHI

STATE OF OHIO
County OF ALLEN

} ss:

Before me, a Notary Public in and for said County, personally appeared the above named William R. Perrin who acknowledged that
did sign the within instrument and that the same is free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of February, A.D., 1994.

My commission expires

WILLIAM R. PERRIN
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 01-30-98

STATE OF OHIO

} ss:
County

Before me, a Notary Public in and for said County, personally appeared the above named William R. Perrin who acknowledged that

did sign the within instrument and that the same is free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of February, A.D., 1994.

My commission expires 19.

STATE OF OHIO

} ss:
County

Before me, a Notary Public in and for said County, personally appeared the above named William R. Perrin who acknowledged that

did sign the within instrument and that the same is free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of February, A.D., 1994.

My commission expires 19.

This instrument prepared by UNITED TELEPHONE COMPANY LEGAL DEPARTMENT

20051503.1

PARTIAL RELEASE OF EASEMENT & AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that BUCKEYE PIPE LINE COMPANY, L.P., a Delaware limited partnership, having an office at 940 Buckeye Road, P.O. Box 90, Lima, Ohio 45802-0090, hereinafter referred to as "Grantor," for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration received to its fullest satisfaction from GOLF AT SUGAR CREEK PROPERTIES, an Ohio limited liability company, with a tax mailing address of 6245 Sugar Creek Road, Lima, Ohio 45807, hereinafter referred to as "Grantee," does hereby quitclaim, release, and surrender unto said Grantee, its successors and assigns, all of Grantor's easement rights, title, and interest in and to those certain lands situated in Richland and Jackson Townships, Allen County, Ohio, hereinafter the "Premises," as described in that certain Warranty Deed dated December 19, 2002, unto Grantee recorded at Deed Volume 905, Page 424, Allen County, Ohio records.

It is the intent and purpose of this instrument to quitclaim, release, and surrender the Premises from the lien and operation of those certain pipeline easements and right of way grants dated and recorded as follows:

To (Original Grantee)	Dated	Recorded (Allen Co., OH)
The Connecting Pipe Line Co.	6/24/1891	L.V. 10, Pg. 338
The Buckeye Pipe Line Co.	11/28/1904	D.V. 108, Pg. 533
The Buckeye Pipe Line Co.	5/20/1908	D.V. 118, Pg. 540
The Buckeye Pipe Line Co.	6/21/1940	D.V. 239, Pg. 381,

said easements and right of way grants having been acquired by Grantor herein by mesne conveyances; WITHOUT, HOWEVER, affecting in any manner the lien and operation of said easements and right of way grants upon the remainder of the premises therein

TRANSFER NOT NECESSARY

AUG 25 2005

Ben E. Dispenza, Allen County Auditor
NO FEE LS/MS

10946 PAGE 327

described, if any, as to which said easements and right of way grants shall remain in full force and effect.

Grantor hereby EXCEPTS AND RESERVES for itself, its successors and assigns, on, over, through, in, and across the Premises a permanent easement and right of way of varying width, hereinafter the "Easement Strip" as more fully described as "Easement Description: Buckeye Pipe Line Easement through Richland Township Lands" dated July 20, 2005, signed and sealed by Michael G. Buettner, P.S. No. 6881, of Kohli & Kallher Associates, Inc., and contained on Exhibit "A" and shown on Exhibit "B," attached hereto and made a part hereof, for the purpose of constructing, operating, maintaining, replacing, and, from time to time altering, repairing, and removing Grantor's pipelines or future pipelines, hereinafter the "Pipelines," including underground appurtenances and aboveground pipeline location markers within the Easement Strip containing Grantor's Pipelines as now laid on, over, through, in, and across said Premises, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS by the most convenient means or as directed by Grantee to the Easement Strip excepted and reserved herein.

Grantee hereby confirms and acknowledges the validity of the Easement Strip and the location thereof on and through the Premises to be used to reconstruct, operate, maintain, replace, and from time to time, alter, repair, or remove the Pipelines, underground appurtenances, and aboveground pipeline location markers, located within said Easement Strip.

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As part of the consideration for this partial release, Grantee covenants and agrees, for itself, its successors and assigns, with Grantor, its successors and assigns as follows:

(a) Not to place, erect, or permit the placement of any buildings, structures, objects, improvements, obstructions, or material of any kind (including, but not limited to, trees, shrubs, bodies of water, fences, swimming pools, or waste disposal systems) over, under, or upon the Easement Strip hereinabove reserved by Grantor or use the Easement Strip, or any part thereof, in any way which will interfere with Grantor's immediate and/or unimpeded access to the Pipeline or otherwise interfere with Grantor's proper and safe use, operation, enjoyment, and lawful exercise of any of the rights herein granted or confirmed without the prior written consent of Grantor, as outlined in Grantor's Right-of-Way Use Restrictions Specification, Revision 1, in possession of the parties hereto and incorporated herein by reference;

(b) Not to excavate within or remove any fill dirt from the Easement Strip or deposit any fill or other material of any kind thereon without the prior written consent of Grantor;

(c) Grantor shall have the right, but not the obligation, at Grantor's sole cost and expense, to keep the Easement Strip clear of trees or overhanging limbs which have grown or encroached thereon, undergrowth, brush, ornamental or other vegetation, as necessary for the use and maintenance of the Easement Strip, and as required by state and federal rules and regulations. Grantor shall not be liable for damages to any trees, tree limbs, undergrowth, brush, ornamental or other vegetation upon the Easement Strip during the exercise of any of the rights herein granted or confirmed.

Except as set forth herein, nothing contained in this Agreement shall in any way alter, modify, change, or disturb the rights of Grantor as originally conveyed by the easements dated 6/24/1891, 11/28/1904, 5/20/1908, 6/21/1940, recorded as hereinbefore set forth in and to: (a) the Easement Strip excepted and reserved as hereinabove provided and (b) the remaining property, if any, encumbered by said easements and not hereby otherwise quitclaimed, released, and surrendered.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, including any persons or entity claiming under or

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through Grantee, or at any time owning, occupying or using said Premises or any part thereof.

By acceptance of this Agreement, Grantee agrees to disclose the existence of the Easement Strip and provide a copy of this Agreement, along with its Exhibits "A" and "B," to any successor or assign at closing of sale of the Premises in whole, or any portion thereof, containing the Easement Strip. Upon completion of any such sale by the Grantee herein, Grantee's responsibility for this disclosure shall terminate with respect to the portion sold, and thereafter the successor or assign thereto shall be responsible for full disclosure in the event the property is sold at any time in the future.

Grantee herein represents and warrants to Grantor that the Grantee is the owner of record of the Premises described herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 24th day of August, 2005.

WITNESSES:

GRANTOR

BUCKEYE PIPE LINE COMPANY, L.P.
By Buckeye GP LLC
Its Sole General Partner

Stephen C. Mull
Print: Stephen C. Mull
Jodie Burd
Print: Jodie Burd

SCM
Print: Stephen C. Mull, Sr. Vice President,
Administration, and General Counsel

GRANTEE

GOLF AT SUGAR CREEK
An Ohio Limited Liability Company

Derek A. Yankman
Print: Derek A. Yankman
Michelle L. Gruber
Print: Michelle L. Gruber

By Wesley T. Runk, Mgr.
Wesley T. Runk, Manager

Derek A. Yankman
Print: Derek A. Yankman
Michelle L. Gruber
Print: Michelle L. Gruber

By Robert Kehler, Mgr.
Robert Kehler, Manager

Derek A. Yankman
Print: Derek A. Yankman
Michelle L. Gruber
Print: Michelle L. Gruber

By John Duncan, Mgr.
John Duncan, Manager

Derek A. Yankman
Print: Derek A. Yankman
Michelle L. Gruber
Print: Michelle L. Gruber

By James F. Blair, Mgr.
James F. Blair, Manager

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF DELAWARE

On this 24th day of August, 2005, the above-named Stephen C. Muther,
Sr. Vice President, Administration, General Counsel, and Secretary, personally appeared
before me and acknowledged the foregoing instrument to be his free act and deed of
Buckeye GP LLC, a Delaware limited liability company, acting as sole general partner
for an on behalf of Buckeye Pipe Company, L.P., a Delaware limited partnership.

My Commission Expires:

Kimberley C. Mogerian
Notary Public

SS:



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EASEMENT DESCRIPTION**Buckeye Pipe Line Easement through Richland Township lands**

A strip of land, variable in width, through the grantor's lands, in part of the southwest quarter of Section 31, Township-2-South, Range-8-East, Richland Township, Allen County, Ohio, described by metes and bounds as follows:

Commencing at a county monument box established at the southwest corner of the northwest quarter of Section 6 of Township-3-South, Range-8-East, Jackson Township;

thence northerly with the west line of said northwest quarter of Section 6 (legal centerline of Cool Road) at N 00°13'16"W, 984.85 feet;

thence northeasterly at N 57°53'37"E, 206.72 feet;

thence northeasterly with the west line of the proposed first phase of lots for the Village at Sugar Creek development project (west line of golf course property);

thence northeasterly into the golf course property at N 45°40'12"E, 183.07 feet;

thence northeasterly at N 44°14'18"E, 871.70 feet;

thence northeasterly at N 39°42'29"E, 1077.11 feet to a point in the north line of said golf course property, and the POINT OF BEGINNING;

thence westerly with said north line of golf course property, which line is also the south line of said southwest quarter of Section 31 at S 89°09'34"W, 109.03 feet;

thence northeasterly into said southwest quarter of Section 31 at N 39°00'11"E, 261.13 feet;

thence northeasterly at N 46°49'31"E, 529.88 feet;

thence northeasterly at N 46°58'21"E, 418.80 feet;

thence northeasterly at N 45°45'41"E, 699.83 feet to a point in the north line of the grantor's lands;

thence easterly with the north line of the grantor's lands at N 89°05'15"E, 104.54 feet;

thence southwesterly into the grantor's lands at S 45°54'48"W, 783.72 feet;

thence southwesterly at S 46°33'11"W, 452.00 feet;

thence southwesterly at S 46°02'12"W, 447.33 feet;

thence southwesterly at S 38°42'29"W, 243.13 feet to the POINT OF BEGINNING;

EXHIBIT "A"

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This assessment contains an area of 3.240 acres, subject to any other legal easements or restrictions of record.

This description is based on surveying work performed by Kohli & Kalther Associates, Inc., and completed April 17, 2003. No new field work has been performed for this description. Bearings are based on an assumed cardinal direction for a traverse line between four points at Cool Road.


Michael G. Buechner
Ohio Registered Surveyor No. 6881

(SEAL)

JUL 20 2005



EXHIBIT "A"

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