



2722 Fulton Dr NW  
Canton OH 44718

PURCHASE AGREEMENT

October 11, 2025



Entirety

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in **Washington Township, Harrison County, OH**, said premises being known as **approximately 83.5904 acres more or less and further known as 78501 Anderson Rd ; Tippecanoe OH 44699 (Parcel #30-0000005.001; 30-0000004.002; 30-0000003.001; 30-0000005.015; 30-0000004.003)** (hereinafter the **"Property"**). (See attached Exhibit A – Map).

Property to be conveyed as is, but is subject to all zoning laws and ordinances, and all easements, conditions, and restrictions appearing of record for which the purchasers agree to pay the sum of \$ **Per acre multiplied by the actual number of acres surveyed and in the new legal description, as the total purchase price for this Agreement.**

Approx	\$	
10%	\$	
	\$	

Deposit with this agreement in Cash \_\_\_\_ Check \_\_\_\_ Note \_\_\_\_.

Payment when executed deed is delivered to Buyer or Escrow Agent. \$ \_\_\_\_\_

**CONVEYANCE & EVIDENCE OF TITLE:** Seller, through Seller’s title agency or attorney, shall provide to Buyer a title insurance commitment for an Owner’s Policy of title insurance in the amount of the purchase price. Seller shall pay for the cost of the title search and the parties shall share equally the cost of the evidence of title; including but not limited to owner’s title insurance premium, policy commitment and escrow fee. Location survey, lender’s policy, title policy endorsements(s) and recording fees to be paid by Buyer. Deed preparation and county conveyance fee to be paid by Seller. Seller shall convey the premises by warranty deed or fiduciary deed where applicable, free of dower, liens, or encumbrances, except as specified herein and the entire transaction shall be completed on or before **November 25, 2025** or as soon as title work is completed. If estate or bankruptcy sale, it shall be subject to any necessary Court approval.

**TAXES, WATER, SEWER:** Taxes and assessments, general and special, based on the current tax duplicate, and water and sewer charges shall be prorated as of the date of delivery of deed. If agricultural use valuation (CAUV), Buyer responsible to renew CAUV. If and when recoupment occurs, Buyer shall be solely liable for any recoupment of taxes.

**POSSESSION:** Seller to deliver complete possession of the Property to Buyer on or before **0** days after date of recording of deed, subject to legal rights of present tenants. The “risk of loss” shall pass upon the delivery of deed. If any of the improvements on subject premises are substantially damaged by fire or other casualty prior to delivery of deed, Buyer shall have the option to (1) complete the purchase and have the purchase price reduced by the amount of insurance payable to the Sellers, or (2) to void this Agreement in which event all deposits will be promptly refunded to Buyer and there shall be no further liability, by, between or among Seller, Buyer and Realtor.

**SALES FEE:** Seller authorizes escrow agent to pay Realtor all fees as stated in the listing contract upon closing or otherwise in accordance with the listing contract.

**PROPERTY CONDITION:** Buyer agrees to purchase the property in its present “as is” condition. Buyer represents and warrants to Seller that Buyer has been given a full and sufficient opportunity to examine the Property; has done so, has signed this Agreement as a result of said examination; and that Buyer is not relying on any representations of Seller, Realtor or anyone else on behalf of Seller or Realtor whether verbal, written or otherwise. Buyer accepts full responsibility for any non-apparent or development issues including, but not limited to, soils and all subsurface matters including the possible existence of mines. This instrument contains the entire agreement between the parties, including any addendum exhibits signed and attached hereto, and no representations, promises, provisions, terms, warranties, conditions or obligations whatsoever, expressed or implied, other than herein set forth, shall be binding upon Buyer, Seller, or Realtor.

**DEFAULT:** Buyer represents that Buyer is ready, willing and able to carry out the terms and conditions herein contained. If Buyer refuses to perform the requirements herein on Buyer’s part to be performed, Seller may, in lieu of other remedies available, declare this Agreement null and void as to Buyer and, at Seller’s option, all monies paid on account hereof not in excess of 15% of the agreed purchase price shall be forfeited to Seller as fixed, stipulated and liquidated damages without proof of loss; however, Broker shall hold said monies in its trust account pending an authorization by the parties or court order. From any monies so forfeited, Seller agrees to pay any expenses incurred in connection with the transaction to date of forfeiture such as real estate commissions, appraisal fees, title expenses, etc. and any balance remaining shall be paid to Seller.

**TENANT OCCUPIED:** If any part of the Property is tenant occupied, all rents shall be prorated between parties as of date of delivery of deed and buyer shall be entitled to receive all rentals thereafter becoming due. All deposits, if any, together with rights and obligations as landlord shall be transferred to the Buyer. Buyer responsible to secure and comply with any inspections required due to title transfer.

**INFORMATION AUTHORIZATION:** This agreement shall be part of the closing escrow instructions. Seller authorizes escrow/closing agent to obtain written payoff statements from any secured lien holders. Buyer authorizes Lender to disclose to real estate brokers information regarding Buyer’s loan and specifically authorizes Richard T. Kiko Agency, Inc. to release any and all documents relating to this transaction to Lender including copies of this Purchase Agreement and the deposit check. Seller and Buyer grant escrow/closing agent authorization to provide listing and selling brokers with copies of the closing disclosures and settlement statement, if any.

**ARBITRATION:** In the event a dispute arises concerning this contract and/or the performance of Owner(s), Buyer(s), or Realtor (including any Owner, officer, agent or employee of any of them) arising out of or in any way related to this contract or any of their acts or performance in connection therewith, the dispute shall be submitted to binding arbitration through and pursuant to the rules of the American Arbitration Association (AAA). By agreeing to arbitration, all parties waive their right to court or jury trial. All claims, including crossclaims and counterclaims, must be brought in the arbitration, or are waived. It is understood that the arbitration will be administered by AAA and will include the use of its arbitrators. The arbitrator shall have actual experience with the sale of the type of property being sold pursuant to this contract. All issues of arbitrability shall be determined solely by the arbitrator. All costs and/or fees of the arbitration shall be equally divided among all parties to the arbitration and all parties to the arbitration shall be solely responsible for paying their own attorney’s fees. Unless otherwise prohibited by law, all incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this contract. Unless otherwise agreed to by Owner(s), Buyer(s) and Realtor, any and all disputes, whether by arbitration or otherwise, shall be venued, heard and decided in Stark County, Ohio.

It is further agreed by both parties that any items attached and normally considered real estate shall transfer. Additional provisions:

**No Oil & Gas interest to transfer to buyer. All other mineral interests, if any, presently owned by seller to transfer. See attached Ex B See copy of Title Insurance Policy dated 9/18/25. See attached Ex C Residential Property Disclosure Form. See attached Ex D Consumer Guide to Agency Relationships. See attached Ex E Agency Disclosure Form. Any miscellaneous debris remaining after closing to transfer with real estate.**

and all other items there and considered as real estate shall remain; and Seller warrants that all such items are free of liens and encumbrances, and further does authorize the Escrow Agent to pay from the proceeds of the sale any and all outstanding debts or monies on these items. Sale subject to Seller being able to deliver marketable title. This property will be sold subject to any applicable Federal, State and/or Government Regulations.

For all absolute auction sales, the Auctioneer declaring the property SOLD to Buyer constitutes Sellers acceptance of this offer from Buyer.

_____ Witness	_____ Buyer	<u>10/11/2025</u> Date
_____ Witness	_____ Buyer	<u>10/11/2025</u> Date
_____ Witness	_____ Seller	<u>10/11/2025</u> Date
_____ Witness	_____ Seller	<u>10/11/2025</u> Date

The Buyer and Seller hereby acknowledge receipt of a fully signed copy hereof.

_____ Buyer	<u>10/11/2025</u> Date	_____ Seller	<u>10/11/2025</u> Date
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We hereby acknowledge receipt of deposit of \$ \_\_\_\_\_ which, together with any additional cash payments made by the purchasers before date of delivery of deed is to be delivered and held in escrow by **Richard T. Kiko Agency, Inc.**, dba, Kiko, Listing Realtor. Buyer and Seller authorize Kiko to disburse the deposit to the title agency of closing attorney in preparation for closing of the transaction.

Selling Realtor <b>Kiko</b>	Consumer Guide	___ Yes ___ No
	Agency Disclosure Form Attached	___ Yes ___ No
	Property Information Check List Attached	___ Yes ___ No
Salesman _____	Lead Base Paint Disclosure Attached	___ Yes ___ No



300000010000  
RDALL REAL  
STATE LLC

3000000136000  
LYON THEODORE  
A & MARY JANE

3000000005005  
MAXFIELD TADD  
& MARIAN

3000000005006  
SOEHNIEN DAVID  
& LORI

3000000005000  
STINE MARK T &  
CORINNA R

3000000005004  
HOLMES TOM &  
BEVERLY J

3000000005007  
SWARTZENTRUBER  
LANDS LLC

3000000005014  
SWARTZENTRUBER  
LANDS LLC

3000000004000  
SWARTZENTRUBER  
LANDS LLC

3000000003003  
SWARTZENTRUBER  
LANDS LLC

Parcel #2  
31.831 Acres

3000000004003  
MILLER ROBERT L  
& THERESA L

3000000003001  
MILLER ROBERT  
L & THERESA

Parcel #1  
51.759 Acres

3000000005001  
MILLER ROBERT  
L & THERESA

Gateway Cabin  
Driveway

Green Rd.

Green Rd.

Green Rd.

ANDERSON RD

RIGGS HOLLOW

EXHIBIT A



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

Issuing Agent: Heritage Union Title Co., Ltd.

Issuing Office: 2040 S. Union Avenue

Alliance, OH 44601

Issuing Office's ALTA® Registry ID: 4043899

Loan ID Number:

Commitment Number: 251OR331

Issuing Office File Number: 251OR331

Property Address: 78501 Anderson Road, Tippecanoe, OH 44699

Revision Number:

**SCHEDULE A**

1. Commitment Date: September 18, 2025 at 7:59 AM

2. Policy to be issued:

(a) 2021 ALTA Owner's Policy

Proposed Insured:

**A Natural Person or Acceptable Legal Entity to be determined**

Proposed Amount of Insurance:

**\$TBD**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:

Robert L. Miller and Theresa L. Miller - 22.6684 Acres

(O.R. Volume 288, Pages 2372, Harrison County Records.)

Robert L. Miller - 1.719 Acres

(O.R. Book 241, Page 1501, Harrison County Records.)

Robert L. Miller and Theresa Miller - 51.759 and 7.444 Acres

(O.R. Book 238, Page 846, Harrison County Records.)

5. The land is described as follows:

The land is described as set forth in Exhibit A attached hereto and made a part hereof.

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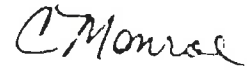



HERITAGE UNION TITLE CO., LTD.  
2040 S. Union Avenue, Alliance, OH 44601  
Telephone: (330) 821-6403

OLD REPUBLIC NATIONAL TITLE INSURANCE  
COMPANY  
1408 North Westshore Blvd, Suite 900, Tampa, FL  
33607

Countersigned by:

  
Lori D. Graham, License #1009239  
Heritage Union Title Co., Ltd., License #36273

  
By: \_\_\_\_\_  
President

  
By: \_\_\_\_\_  
Secretary

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**SCHEDULE B, PART I – Requirements**

All of the following Requirements must be met:

1. Payment of the full considerations to, or for the account of, the Grantors or Mortgagors.
2. 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.
  - a. A properly executed and recordable Deed from Robert L. Miller and Theresa L. Miller (aka Theresa Miller), showing proper marital status to a Natural Person or Acceptable Legal Entity to be determined conveying the premises described in Schedule A, Item 5.
  - b. Recorded Satisfaction/Release of Mortgage recorded in O.R. Volume 269, Page 5929; O.R. Volume 288, Page 2377 and O.R. Volume 288, Page 2389 of Harrison, County Records.
  - c. Recorded Satisfaction/Release of Judgment Lien in Case #JL20230503 with the Clerk of Courts, Harrison County, Ohio.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that Contractor, Subcontractors, Labor and Materialmen are all paid.
5. You must inform Company in writing the name of any party not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. Company may then make additional requirements or exceptions.
6. The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.
7. Proof of identity, legal age, competency and marital status of all parties of the transaction.
8. Names of relevant parties to the within real estate transaction to be searched prior to closing to verify that they are not Specifically Designated Nationals subject to the provision of the President's Executive Order Targeting Terrorist Assets.

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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, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title including discrepancies, conflicts, in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims or encumbrances that are not shown in the public records.
6. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule "A" hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein.
8. Subject to the approval of the Harrison County Engineers Office pertaining to the legal description of the premises being conveyed.
9. Any minerals or mineral rights, lease, granted or retained by current or prior owners.
10. Oil and gas lease, pipeline agreements, or any other instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
11. Oil, gas, coal and other mineral interest together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
12. Easements, or claims of easements, not shown by the public records.

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NOTE: Delinquent sewer bills, water bills, charges for weed cutting, cleaning up trash and other nuisance abatement charges may become a lien on the real estate. No liability is assumed by the company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these charges, if any.

**\*\* NOTE THAT ANY COPIES OF DOCUMENTS ATTACHED TO THIS COMMITMENT WILL NOT BE ATTACHED TO THE FINAL POLICY. PLEASE RETAIN THIS COMMITMENT.**

13. First Half Taxes 2024 in the amount of \$0.71 are posted as paid.  
Second Half Taxes 2024 in the amount of \$0.71 are posted as paid.  
Taxes for the 2025 Tax Year are a lien although not yet due or determinable.  
(Parcel number: 30-0000005.015)
14. First Half Taxes 2024 in the amount of \$31.83 are posted as paid.  
Second Half Taxes 2024 in the amount of \$31.83 are posted as paid.  
Taxes for the 2025 Tax Year are a lien although not yet due or determinable.  
(Parcel number: 30-0000004.003)
15. First Half Taxes 2024 in the amount of \$2.71, plus a Special Assessment for MWCD in the amount of \$1.00, total due \$3.71 are posted as paid.  
Second Half Taxes 2024 in the amount of \$2.71, plus a Special Assessment for MWCD in the amount of \$1.00, total due \$3.71 are posted as paid.  
Taxes for the 2025 Tax Year are a lien although not yet due or determinable.  
(Parcel number: 30-0000004.002)
16. First Half Taxes 2024 in the amount of \$317.95, plus a Special Assessment for MWCD in the amount of \$1.00, total due \$318.95 are posted as paid.  
Second Half Taxes 2024 in the amount of \$317.95, plus a Special Assessment for MWCD in the amount of \$1.00, total due \$318.95 are posted as paid.  
Taxes for the 2025 Tax Year are a lien although not yet due or determinable.  
(Parcel number: 30-0000005.001)
17. First Half Taxes 2024 in the amount of \$11.63, plus a Special Assessment for MWCD in the amount of \$1.00, total due \$12.63 are posted as paid.  
Second Half Taxes 2024 in the amount of \$11.63, plus a Special Assessment for MWCD in the amount of \$1.00, total due \$12.63 are posted as paid.  
Taxes for the 2025 Tax Year are a lien although not yet due or determinable.  
(Parcel number: 30-0000003.001)
18. JUDGMENT LIEN #JL20230503 against Robert Miller, II in the amount of \$6,257.70, plus interest/costs, filed December 14, 2023 at 1:46 p.m. with the Clerk of Courts, Harrison County, Ohio.
19. COMMERCIAL OPEN-END MORTGAGE by and between Robert L. Miller and Theresa L. Miller, married to each other, mortgagor and Farm Credit Mid-America, FLCA, lender dated April 24, 2020, received for record and recorded April 29, 2020 at 12:51 p.m. in O.R. Volume 269, Page 5929, Harrison County Records. Securing the principal sum in the amount of \$250,000.00 (Pertaining to 51.759 and 7.444 Acres)

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20. COMMERCIAL OPEN-END MORTGAGE by and between Robert L. Miller and Theresa L. Miller, married to each other, mortgagor and Farm Credit Mid-America, FLCA, lender dated June 14, 2024, received for record and recorded June 18, 2024 at 3:30 p.m. in O.R. Volume 288, Page 2377, Harrison County Records. Securing the principal sum in the amount of \$113,883.60 (Pertaining to 22.6684 Acres)
21. MORTGAGE by and between Robert L. Miller and Theresa L. Miller, husband and wife, mortgagor and Swartzentruber Lands, LLC, an Ohio Limited Liability Company, mortgagee dated June 14, 2024, received for record and recorded June 18, 2024 at 3:30 p.m. in O.R. Volume 288, Page 2389, Harrison County Records. Securing the principal sum in the amount of \$26,008.00 (Pertaining to 22.6684 Acres)
22. EASEMENT from Sherman Bennett and Pauline Bennett, grantor to the Ohio Power Company, grantee dated May 8, 1957, received for record and recorded July 12, 1957 at 10:00 a.m. in Volume 140, Page 439, Harrison County Records.
23. PIPELINE RIGHT OF WAY AGREEMENT by and between Thomas F. Anderson and Margaret N. Anderson, grantor to Resource Exploration, grantee dated March 2, 1974, received for record and recorded March 21, 1974 at 10:05 a.m. in Volume 178, Page 412, Harrison County Records.
24. RIGHT OF WAY FOR INGRESS/EGRESS as contained in Warranty Deed from Swartzentruber Lands, LLC, an Ohio limited liability company, grantor to Robert L. Miller and Theresa L. Miller, husband and wife, grantee dated June 14, 2024, received for record and recorded June 18, 2024 at 3:30 p.m. in O.R. Volume 288, Page 2372, Harrison County Records.
25. OIL AND GAS LEASE by and between Thomas Anderson, lessor and Resource Exploration, Inc., lessee dated October 17, 1973, received for record and recorded November 27, 1973 at 12:01 p.m. in Volume 53, Page 421, Harrison County Records.
26. PIPELINE LOCATION RATIFICATION by Thomas F. Anderson and Margaret N. Anderson dated March 2, 1974, received for record and recorded March 21, 1974 at 10:08 a.m. in Volume 178, Page 416, Harrison County Records.
27. MINERAL DEED from Robert L. Miller, married to Theresa L. Miller, grantor to Golden Eagle Resources, LLC, grantee dated September 24, 2024, received for record and recorded September 29, 2014 at 10:51 a.m. in O.R. Book 222, Page 2570, Harrison County Records.
28. OIL AND GAS DEED from David Soehnlén and Lori Soehnlén, husband and wife, grantor to Robert L. Miller dated November 6, 2014, received for record and recorded November 12, 2014 at 9:25 a.m. in O.R. Book 223, Page 2831, Harrison County Records.
29. MINERAL DEED from Robert L. Miller, married to Theresa L. Miller, grantor to Golden Eagle Resources, LLC, grantee dated November 8, 2014, received for record and recorded November 12, 2014 at 9:25 a.m. in O.R. Book 223, Page 2837, Harrison County Records.
30. MINERAL DEED from Robert L. Miller, married to Theresa L. Miller, grantor to Golden Eagle Resources, LLC, grantee dated November 8, 2014, received for record and recorded November 12, 2014 at 9:25 a.m. in O.R. Book 223, Page 2843, Harrison County Records.

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31. OIL AND GAS MINERAL DEED from Robert L. Miller and Theresa L. Miller, husband and wife, grantor to Robert Weaver and Amanda Weaver, married couple, grantee dated December 8, 2023, received for record and recorded December 8, 2023 at 3:12 p.m. in O.R. Volume 286, Page 485, Harrison County Records.
32. MINERAL DEED from Robert L. Miller and Theresa Miller, husband and wife, grantor to Robert Weaver and Amanda Weaver, husband and wife, grantee dated November 15, 2024, received for record and recorded November 25, 2024 at 1:28 p.m. in O.R. Volume 290, Page 2711, Harrison County Records.

NOTE: The above leases, easements and right of ways may be subject to various assignments and conditions of record. We have made no further examination as to the above leases, easements, and right of ways. For further conditions see record.

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**EXHIBIT "A"**

The Land referred to herein below is situated in the County of Harrison, State of Ohio and is described as follows:

**PARCEL ONE:**

SITUATED IN THE STATE OF OHIO, COUNTY OF HARRISON, TOWNSHIP OF WASHINGTON, AND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 26, AND THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 12, RANGE 7 IN THE STEUBENVILLE LAND DISTRICT, AND FURTHER BEING PART OF THE RESIDUE OF TRACT 9 OF O.R. 278, PAGE 4505 OF THE HARRISON COUNTY RECORDS CLAIMED BY SWARTZENTRUBER LAND, LLC, AND DESCRIBED AS:

BEGINNING AT A 5/8 INCH IRON PIN FOUND IN THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 32, AT THE NORTHWEST CORNER OF A 1.719 ACRE TRACT CLAIMED BY ROBERT L. MILLER (O.R. 241, PAGE 1501), AT THE NORTHEAST CORNER OF SAID TRACT 9, AND BEING THE NORTHEAST CORNER OF THE PARCEL HEREIN BEING DESCRIBED, SAID IRON PIN BEARS SOUTH 89° 41' 50" WEST, 496.46 FEET FROM A 5/8 INCH IRON PIN FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 32;

THENCE FOLLOWING THE WESTERLY BOUNDS OF THE 1.719 ACRE TRACT, SOUTH 0° 18' 10" WEST, 197.57 FEET TO A CAPPED (8220) IRON PIN FOUND;

THENCE CONTINUING WITH SAID BOUNDS, SOUTH 35° 47' 06" EAST, 207.66 FEET TO A 5/8 INCH IRON PIN FOUND IN THE WESTERLY BOUNDS OF A 7.444 ACRE TRACT CLAIMED BY ROBERT L. AND TERESA MILLER (O.R. 238, PAGE 846);

THENCE CONTINUING WITH THE BOUNDS OF THE 7.444 ACRE TRACT THE FOLLOWING 9 (NINE) COURSES:

1. SOUTH 36° 24' 16" WEST, 187.32 FEET TO A RAILROAD SPIKE FOUND;
2. THENCE SOUTH 52° 18' 45" WEST, 107.34 FEET TO A 5/8 INCH IRON PIN FOUND;
3. THENCE SOUTH 6° 22' 07" EAST, 77.73 FEET TO A RAILROAD SPIKE FOUND;
4. THENCE SOUTH 47° 54' 50" EAST, 115.47 FEET TO A 5/8 INCH IRON PIN FOUND;
5. THENCE SOUTH 81° 46' 02" EAST, 219.12 FEET TO A CAPPED (8220) IRON PIN FOUND;
6. THENCE SOUTH 36° 27' 18" EAST, 283.52 FEET TO A CAPPED (8220) IRON PIN FOUND;
7. THENCE SOUTH 71° 55' 24" EAST, 135.00 FEET TO A CAPPED (8220) IRON PIN FOUND;
8. THENCE SOUTH 5° 33' 52" EAST, 139.83 FEET TO A RAILROAD SPIKE FOUND;
9. THENCE SOUTH 22° 10' 13" EAST, 82.43 FEET TO A RAILROAD SPIKE SET AT THE SOUTHEAST CORNER OF THE PARCEL HEREIN BEING DESCRIBED;

THENCE WITH A NEW LINE PASSING THROUGH TRACT 9, THE FOLLOWING 4 (FOUR) COURSES:

1. SOUTH 45° 43' 27" WEST, 356.57 FEET TO AN IRON PIN SET;
2. THENCE NORTH 40° 10' 55" WEST, 601.76 FEET TO AN IRON PIN SET;

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3. THENCE NORTH 53° 03' 07" WEST, 734.65 FEET TO AN IRON PIN SET;

4. THENCE NORTH 40° 22' 41" WEST, 797.66 FEET TO AN IRON PIN SET IN THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 32, IN THE NORTH LINE OF TRACT 9, IN THE SOUTH LINE OF A 91.00 ACRE TRACT CLAIMED BY JOSEPH W. LULI (O.R. 250, PAGE 2423), AND AT THE NORTHWEST CORNER OF THE PARCEL HEREIN BEING DESCRIBED;

THENCE FOLLOWING THE NORTHERLY BOUNDS OF TRACT 9, THE SOUTHERLY BOUNDS OF THE 91.00 ACRE TRACT, AND THE QUARTER SECTION LINE, SOUTH 89° 41' 50" EAST, 1170.52 FEET TO THE PLACE OF BEGINNING, AND CONTAINING 22.6684 ACRES BY SURVEY:

0.4814 ACRES BEING IN THE SOUTHWEST QUARTER OF SECTION 26 (PAR. #30-0000005.014), AND 22.1870 ACRES BEING IN THE SOUTHEAST QUARTER OF SECTION 32 (PAR. # 30-0000004.000)

30-0000005.015, 0.4814 A (SW, S26, T12, R7) & 30-0000004.003, 22.187 A (SE, S32, T12, R7)

#### PARCEL TWO:

SITUATED IN THE TOWNSHIP OF WASHINGTON, HARRISON COUNTY, AND STATE OF OHIO; AND BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 12 AND RANGE 7 AND BEING PART OF A 84.654 ACRE TRACT, PARCEL NUMBER 30-0000004.000 OWNED BY DAVID R. AND SARA J. SWARTZENTRUBER IN O.R. VOL. 235, PAGE 2050 AND BEING FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN UNCAPPED PIN FOUND AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, THENCE N. 89° 41' 50" W, 161.08 FEET TO A CAPPED IRON PIN FOUND AND KNOWN AS THE TRUE PLACE OF BEGINNING OF THE TRACT HEREIN DESCRIBED.

THENCE S. 27° 54' 30" W, 158.12 FEET TO A CAPPED IRON PIN FOUND.

THENCE S. 32° 07' 13" W, 265.11 FEET TO A CAPPED IRON PIN FOUND.

THENCE N. 35° 47' 06" W, 207.66 FEET TO AN IRON PIN SET BEING A 5/8 INCH BY 30 INCH REBAR CAPPED CELESTINO S-8220 AS ARE ALL THAT ARE SET.

THENCE N. 00° 18' 10" E, 197.58 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 32.

THENCE WITH THE SAID LINE S. 89° 41' 50" E, 335.36 FEET TO THE PLACE OF BEGINNING AND CONTAINING 1.719 ACRES.

SURVEYED UNDER THE SUPERVISION OF RICHARD L. CELESTINO, REGISTERED PROFESSIONAL SURVEYOR #S-8220 IN MAY 2016. BASIS OF BEARING THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26 BY PREVIOUS SURVEY, N. 89° 15' 32" W, BUT SUBJECT TO ALL LEGAL STREETS AND RESTRICTIONS OF RECORD.

30-0000004.002 (1.719 AC. SE, S32, T12, R7)

#### PARCEL THREE:

SITUATED IN THE TOWNSHIP OF WASHINGTON, HARRISON COUNTY, AND STATE OF OHIO, AND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 12 AND RANGE 7 AND BEING ALL OF THE RESIDUAL OF 160.00 ACRE TRACT BY DEED, PARCEL NUMBER 30-0000005.000 BY DEED OWNED BY ROBERT L. MILLER IN O.R. VOL. 91, PAGE 469 AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

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BEGINNING AT AN UNCAPPED IRON PIN FOUND AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26 AND KNOWN AS THE TRUE PLACE OF BEGINNING OF THE TRACT HEREIN DESCRIBED, THENCE WITH QUARTER SECTION LINE S. 89° 15' 31" E, 980.05 FEET TO AN UNCAPPED IRON PIN FOUND.

THENCE LEAVING SAID SECTION LINE, S. 02° 06' 47" E, 365.41 FEET TO A CAPPED IRON PIN FOUND.

THENCE S. 28° 49' 43" E, 1619.19 TO A CAPPED IRON PIN FOUND.

THENCE S. 83° 46' 19" W, 232.25 FEET TO A CAPPED IRON PIN FOUND.

THENCE S. 76° 22' 16" W, 198.36 FEET TO AN UNCAPPED IRON PIN FOUND IN GREEN ROAD (TWP. RD. 106).

THENCE WITH SAID ROAD THE FOLLOWING NINE COURSES, N. 78° 37' 31" W, 289.39 FEET TO AN UNCAPPED IRON PIN FOUND.

THENCE S. 86° 51' 46" W, 131.44 FEET TO AN UNCAPPED IRON PIN FOUND.

THENCE S. 75° 47' 58" W, 234.14 FEET TO AN UNCAPPED IRON PIN FOUND.

THENCE N. 89° 39' 47" W, 103.72 FEET TO AN UNCAPPED IRON PIN FOUND.

THENCE N. 74° 56' 32" W, 93.11 FEET TO AN UNCAPPED IRON PIN FOUND.

THENCE N. 52° 54' 46" W, 68.34 FEET TO AN UNCAPPED IRON PIN FOUND.

THENCE N. 41° 15' 46" W, 205.21 FEET TO AN UNCAPPED IRON PIN FOUND.

THENCE N. 39° 58' 05" W, 242.04 FEET TO A CAPPED IRON PIN SET BEING A 5/8 INCH BY 30 INCH REBAR CAPPED CELESTINO S-8220 AS ARE ALL THAT ARE SET.

THENCE N. 22° 10' 13" W, 318.74 FEET TO AN IRON PIN SET.

THENCE N. 05° 33' 52" W, 139.83 FEET TO AN IRON PIN SET.

THENCE N. 71° 55' 24" W, 56.69 FEET TO AN IRON PIN SET BEING ON THE SECTION LINE BETWEEN SECTIONS 26 AND 32 AND PASSING AN IRON PIN SET AT 15.93 FEET.

THENCE WITH SECTION LINE, N. 01° 01' 02" E, 1018.32 FEET TO THE PLACE OF BEGINNING AND CONTAINING 51.759 ACRES.

SURVEYED UNDER THE SUPERVISION OF RICHARD L. CELESTINO, REGISTERED PROFESSIONAL SURVEYOR #S-8220 IN OCTOBER 2015. BASIS OF BEARING THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26 BY PREVIOUS SURVEY, N. 89° 15' 32" W, BUT SUBJECT TO ALL LEGAL STREETS AND RESTRICTIONS OF RECORD.

30-0000005.001 (51.759 AC., SW, S26, T12, R7)

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**PARCEL FOUR:**

SITUATED IN THE TOWNSHIP OF WASHINGTON, HARRISON COUNTY, AND STATE OF OHIO, AND BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 12 AND RANGE 7 AND BEING PART OF A 46.18 ACRE TRACT BY DEED (TRACT 6), PARCEL NUMBER 30-0000003.001 OWNED BY ROBERT L. MILLER IN O.R. VOL. 91 PAGE 469 AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN UNCAPPED IRON PIN FOUND AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26 AND KNOWN AS THE TRUE PLACE OF BEGINNING OF THE TRACT HEREIN DESCRIBED, THENCE WITH SECTION LINE S. 01° 01' 02" W, 1018.32 FEET TO AN IRON PIN SET BEING A 5/8 INCH BY 30 INCH REBAR CAPPED CELESTINO S-8220 AS ARE ALL THAT SET;

THENCE N. 71° 55' 24" W, 78.31 FEET TO AN IRON PIN SET.

THENCE N. 36° 27' 18" W, 283.52 FEET TO AN IRON PIN SET.

THENCE N. 81° 46' 02" W, 219.12 FEET TO AN IRON PIN SET.

THENCE N. 47° 54' 50" W, 115.47 FEET TO AN IRON PIN SET.

THENCE N. 06° 22' 07" W, 77.73 FEET TO AN IRON PIN SET.

THENCE N. 52° 18' 45" E, 107.34 FEET TO AN IRON PIN SET.

THENCE N. 36° 24' 16" E, 187.32 FEET TO AN IRON PIN SET.

THENCE N. 32° 07' 13" E, 265.11 FEET TO AN IRON PIN SET.

THENCE N. 27° 45' 37" E, 157.85 FEET TO AN IRON PIN SET ON THE QUARTER SECTION LINE.

THENCE WITH SAID LINE, S. 89° 41' 50" E, 161.08 FEET TO THE PLACE OF BEGINNING AND CONTAINING 7.4390 ACRES.

SURVEYED UNDER THE SUPERVISION OF RICHARD L. CELESTINO, REGISTERED PROFESSIONAL SURVEYOR #S-8220 IN OCTOBER 2015. BASIS OF BEARING THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26 BY PREVIOUS SURVEY, N. 89° 15' 32" W, BUT SUBJECT TO ALL LEGAL STREETS AND RESTRICTIONS OF RECORD.

30-0000003.001 (7.4390 AC. SE, S32, T12, R7)

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**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**OLD REPUBLIC NATIONAL TITLE INSURANCE 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 EXTRACONTRACTUAL 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, Old Republic National Title Insurance Company, a(n) Florida 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.

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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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- 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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OLD REPUBLIC NATIONAL TITLE INSURANCE  
COMPANY  
1408 North Westshore Blvd, Suite 900, Tampa, FL  
33607

*C. Monroe*

By: \_\_\_\_\_  
President

*Kurt Lewis*

By: \_\_\_\_\_  
Secretary

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158049

In The Court of Common Pleas  
Tuscarawas County, Ohio  
General Trial Division

Case # 2022 CC 05 0322

Autovest Llc

Plaintiff

vs.

Robert Miller, II

Defendant

Judgment Creditor(s):

Judgment Debtor(s):

Judgment granted on: May 3, 2023

Amount  
\$6,257.70

Rate of Interest  
\$218.16  
5.0%

Per  
Accrued  
annum

Date interest from  
thru 3/15/2023  
thereafter

Costs: \$219.68  
Increase Costs: \$5.00

Certified from Journal 2023-9521-2023 of this court.  
November 2, 2023



Jeanne M. Stephen, Clerk of Courts

By:

Lisa Pastircak

Lisa Pastircak, Deputy

Filed at 9 A.m. o'clock

Filed in case docket number JL 20230503, Harrison County

\_\_\_\_\_, Clerk of Courts

By:

Kathryn Cross

Deputy

**Release of Lien**

This judgment or decree herein has been settled and the lien of the same canceled on the \_\_\_\_\_ day of \_\_\_\_\_

Jeanne M. Stephen, Clerk

By:

\_\_\_\_\_  
Deputy Clerk of Courts

FILED

2023 DEC 14 PM 1:46

LESLIE A. HILLIKEN  
CLERK OF COURTS  
HARRISON COUNTY, OHIO

CERTIFICATE OF JUDGMENT LIEN  
UPON LAND AND TENEMENTS



202000001028 04/29/2020 12:51 PM  
Filed for Record in HARRISON County, OH  
Joshua Willis, Recorder Rec Fees: \$98.00  
MTG OR Vol 269 Pgs 5929 - 5938

HERITAGE UNION TITLE CO  
2040 SOUTH UNION AVE  
ALLIANCE, OH 44601

Inst #202000001028

(Space Above This Line For Recording Data)

**COMMERCIAL OPEN-END MORTGAGE**  
**FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE**  
**MORTGAGE**

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on April 24, 2020 between the mortgagor(s) ROBERT L MILLER and THERESA L MILLER, married to each other, whose address is 9171 BEESON ST., LOUISVILLE, Ohio 44641 ("Mortgagor"), and Farm Credit Mid-America, FLCA whose address is 12501 Lakefront Place, PO Box 34390, Louisville, Kentucky 40232 ("Lender"), which is organized and existing under the laws of the United States of America. Mortgagor in consideration of loans extended by Lender up to a maximum principal amount of Two Hundred Fifty Thousand and 00/100 Dollars (U.S. \$250,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, the land and property described below:

Legal Description: See Exhibit A attached hereto and incorporated herein by reference

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from ROBERT L MILLER, THERESA L MILLER, and WE-R-BEESON FARM CO LLC to Farm Credit Mid-America, FLCA, howsoever created or arising.  
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Commercial Real Estate Security Instrument - Page 1 of 8  
DL4007

www.compliancesystems.com



whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness"). More specifically, the Indebtedness includes, without limitation, the following promissory note/loan agreement(s), and any amendments, modifications, or restatements thereof or thereto from time to time:

Promissory note/loan agreement dated April 24, 2020, in favor of Lender in the principal amount of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) maturing on January 1, 2030.

**MATURITY DATE.** The Indebtedness, if not paid earlier, shall be due on January 1, 2030.

**FUTURE ADVANCES.** To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under any note and regardless of whether Lender is obligated to make such future advances, and any protective advances made with respect to the Property for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Property and other costs which Lender is authorized by this Security Instrument, or any note, loan agreement, or any other document or instrument secured by this Security Instrument to pay on Mortgagor's behalf. Provided, however, that the sum of the Maximum Principal Indebtedness plus any additional advances contemplated or permitted by this Security Instrument will not exceed the maximum amount of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00), in the aggregate, exclusive of interest thereon.

**WARRANTIES.** Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

**Performance of Obligations.** Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Mortgagor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including,



without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 30 days notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.

**Payment of Taxes and Other Applicable Charges.** Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

**Financial Information.** Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Mortgagor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

**CONDEMNATION.** Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**MORTGAGOR'S ASSURANCES.** At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership, or management of Mortgagor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor, effect any

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insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**JOINT AND SEVERAL LIABILITY.** If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Mortgagor.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Mortgagor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform

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Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

**TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

**WAIVER OF APPRAISEMENT RIGHTS.** Mortgagor waives all appraisement rights relating to the Property to the extent permitted by law.

**WAIVER OF DOWER.** To the extent each signatory to this Security Instrument possesses them, each signatory relinquishes all rights of dower in the Property.

**LENDER'S EXPENSES.** Mortgagor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Mortgagor. Mortgagor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

**GOVERNING LAW.** This Security Instrument will be governed by the laws of the State of Ohio including all proceedings arising from this Security Instrument.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

**WAIVER OF JURY TRIAL.** All parties to this Security Instrument hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Security Instrument or any other instrument, document or agreement executed or delivered in connection with this Security Instrument or the Related Documents.

**ORAL AGREEMENTS DISCLAIMER.** This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**DEFEASANCE.** If Mortgagor keeps, observes and performs all of the covenants and conditions of this Security Instrument and pays, or causes to be paid, to Lender all of the Indebtedness owing pursuant to the Related Documents, then this Security Instrument will be void, otherwise it will remain in effect.

**ADDITIONAL PROVISIONS.**

**CROSS COLLATERALIZATION.** It is the expressed intent of Mortgagor to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except (i) any obligation existing or arising against the principal dwelling of any Mortgagor, and (ii) any obligation for a closed-end consumer credit transaction offered or extended for personal, family, or household purposes.



By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood.

Robert L Miller 4-24-20  
ROBERT L MILLER Date  
Individually

Theresa L Miller 4-24-20  
THERESA L MILLER Date  
Individually

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF OHIO )

COUNTY OF Stark )

The foregoing instrument was acknowledged by ROBERT L MILLER, before me on April 24, 2020. In witness whereof, I hereunto set my hand and my official seal.

My commission expires: 8-11-21

Columbiana residing in  
County.

Mary Fannin  
\_\_\_\_\_  
County, OH



This is an acknowledgment clause. No oath or affirmation was administered to the signer with regard to the notarial act.

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF OHIO )

COUNTY OF )

Stark

The foregoing instrument was acknowledged by THERESA L MILLER, before me on April 24, 2020. In witness whereof, I hereunto set my hand and my official seal.

My commission expires: 8-11-21Columbiana residing in  
County.Mary Fannin  
\_\_\_\_\_  
County, OH

This is an acknowledgment clause. No  
oath or affirmation was administered to  
the signer with regard to the notarial act.

THIS INSTRUMENT PREPARED BY:  
FARM CREDIT MID AMERICA  
1844 WEST STATE ST.  
SUITE B  
ALLIANCE, OH 44601

AFTER RECORDING RETURN TO:  
MARY FANNIN  
1844 W STATE ST SUITE B  
ALLIANCE, OH 44601

**EXHIBIT A**

GREEN ROAD, FREEPORT OHIO

PARCEL 1:

SITUATED IN THE TOWNSHIP OF WASHINGTON, HARRISON COUNTY, AND STATE OF OHIO, AND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 12 AND RANGE 7 AND BEING ALL OF THE RESIDUAL OF 160.00 ACRE TRACT BY DEED, PARCEL NUMBER 30-0000005.000 BY DEED OWNED BY ROBERT L. MILLER IN O.R. VOL. 91, PAGE 469 AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN UNCAPPED IRON PIN FOUND AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 296, AND KNOWN AS THE TRUE PLACE OF BEGINNING OF THE TRACT HEREIN DESCRIBED, THENCE WITH QUARTER SECTION LINE S 89 DEG. 15' 31" E, 980.05 FEET TO AN UNCAPPED IRON PIN FOUND.

THENCE LEAVING SAID SECTION LINE, S 02 DEG. 06' 47" E, 365.41 FEET TO A CAPPED IRON PIN FOUND.

THENCE S. 28 DEG. 49' 43" E, 1619.19 TO A CAPPED IRON PIN FOUND.

THENCE S. 83 DEG. 46' 19" W, 232.25 FEET TO A CAPPED IRON PIN FOUND.

THENCE S. 76 DEG. 22' 16" W, 198.36 FEET TO AN UNCAPPED IRON PIN FOUND IN GREEN ROAD (TWP. RD. 106).

THENCE WITH SAID ROAD THE FOLLOWING NINE COURSES, N. 78 DEG. 37' 31" W, 289.39 FEET TO AN UNCAPPED IRON PIN FOUND.

THENCE S. 86 DEG. 51' 46" W, 131.44 FEET TO AN UNCAPPED IRON PIN FOUND.

THENCE S. 75 DEG. 47' 58" W, 234.14 FEET TO AN UNCAPPED IRON PIN FOUND.

THENCE N. 89 DEG. 39' 47" W, 103.72 FEET TO AN UNCAPPED IRON PIN FOUND.

THENCE N. 74 DEG. 56' 32" W, 93.11 FEET TO AN UNCAPPED IRON PIN FOUND.

THENCE N. 52 DEG. 54' 46" W, 68.34 FEET TO AN UNCAPPED IRON PIN FOUND.

THENCE N. 41 DEG. 15' 46" W, 205.21 FEET TO AN UNCAPPED IRON PIN FOUND.

THENCE N. 39 DEG. 58' 05" W, 242.04 FEET TO A CAPPED IRON PIN SET BEING A 5/8" INCH BY 30 INCH REBAR CAPPED CELESTINO S-8220 AS ARE ALL THAT ARE SET.

THENCE N. 22 DEG. 10' 13" W, 318.74 FEET TO AN IRON PIN SET.

THENCE N. 05 DEG. 33' 52" W, 139.83 FEET TO AN IRON PIN SET.

THENCE N. 71 DEG. 55' 24" W, 56.69 FEET TO AN IRON PIN SET BEING ON THE SECTION LINE BETWEEN SECTIONS 26 AND 32 AND PASSING AN IRON PIN SET AT 15.93 FEET.

THENCE WITH SECTION LINE, N. 01 DEG. 01' 02" E, 1018.32 FEET TO THE PLACE OF BEGINNING AND CONTAINING 51.759 ACRES.

SURVEYED UNDER THE SUPERVISION OF RICHARD L. CELESTINO, REGISTERED PROFESSIONAL SURVEYOR #S-8220 IN OCTOBER 2015. BASIS OF BEARING THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26 BY PREVIOUS SURVEY, N. 89 DEG. 15' 32" W, BUT SUBJECT TO ALL LEGAL STREETS AND RESTRICTIONS OF RECORD.

PARCEL 2:

SITUATED IN THE TOWNSHIP OF WASHINGTON, HARRISON COUNTY, AND STATE OF OHIO, AND BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 12 AND RANGE 7 AND BEING PART OF A 46.18 ACRE TRACT BY DEED (TRACT 6) PARCEL NUMBER 30-0000003.001 OWNED BY ROBERT L. MILLER IN O.R. VOL. 91, PAGE 469 AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN UNCAPPED IRON PIN FOUND AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26 AND KNOWN AS THE TRUE PLACE OF BEGINNING OF THE TRACT HEREIN DESCRIBED, THENCE WITH SECTION LINE S. 01 DEG. 01' 02" W, 1018.32 FEET TO AN IRON PIN SET BEING A 5/8 INCH BY 30 INCH REBAR CAPPED CELESTINO S-8220 AS ARE ALL THAT SET;

THENCE N. 71 DEG. 55' 24" W, 78.31 FEET TO AN IRON PIN SET.  
THENCE N. 36 DEG. 27' 18" W, 283.52 FEET TO AN IRON PIN SET.  
THENCE N. 81 DEG. 46' 02" W, 219.12 FEET TO AN IRON PIN SET.  
THENCE N. 47 DEG. 54' 50" W, 115.47 FEET TO AN IRON PIN SET.  
THENCE N. 06 DEG. 22' 07" W, 77.73 FEET TO AN IRON PIN SET.  
THENCE N. 52 DEG. 18' 45" E, 107.34 FEET TO AN IRON PIN SET.  
THENCE N. 36 DEG. 24' 16" E, 187.32 FEET TO AN IRON PIN SET.  
THENCE N. 32 DEG. 07' 13" E, 265.11 FEET TO AN IRON PIN SET.  
THENCE N. 27 DEG. 54' 30" E, 158.12 FEET TO AN IRON PIN SET ON THE QUARTER SECTION LINE.

THENCE WITH SAID LINE, N. 89 DEG. 41' 50" E, 161.08 FEET TO THE PLACE OF BEGINNING AND CONTAINING 7.444 ACRES.

SURVEYED UNDER THE SUPERVISION OF RICHARD L. CELESTINO, REGISTERED PROFESSIONAL SURVEYOR #S-8220 IN OCTOBER 2015. BASIS OF BEARING THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26 BY PREVIOUS SURVEY, N. 89 DEG. 15' 32" W, BUT SUBJECT TO ALL LEGAL STREETS AND RESTRICTIONS OF RECORD.





202400002176 06/18/2024 03:30 PM  
Filed for Record in HARRISON County, OH  
Joshua Willis, Recorder Rec Fees: \$114.00  
MTG OR Vol 288 Pgs 2377 - 2388

HEARTLAND TITLE AGENCY  
138 EAST JACKSON STREET  
MILLERSBURG, OH 44654

Inst #202400002176

(Space Above This Line For Recording Data)

**COMMERCIAL OPEN-END MORTGAGE  
FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE  
MORTGAGE**

This COMMERCIAL OPEN-END MORTGAGE ("Security Instrument") is made on June 14, 2024 between the mortgagor(s) ROBERT L MILLER and THERESA L MILLER, married to each other, whose address is 8935 BEESON ST NE, LOUISVILLE, Ohio 44641 ("Mortgagor"), and Farm Credit Mid-America, FLCA whose address is 12501 Lakefront Place, PO Box 34390, Louisville, Kentucky 40232 ("Lender"), which is organized and existing under the laws of the United States of America. Mortgagor in consideration of loans extended by Lender and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants, and conveys to Lender, its successors and assigns, forever, the land and property described below:

Legal Description: See Exhibit A attached hereto and incorporated herein by reference

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures all amounts, subject to any limitations as to the maximum amount which may be secured as contained herein, as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from ROBERT L MILLER, THERESA L MILLER, and WE-R-TACACAK GROUP, LTD. ("Borrower") to Lender howsoever created or arising, whether primary, secondary or contingent together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and

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covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness"). Without limiting the foregoing, Indebtedness expressly includes the following:

**Promissory Note.** The principal amount of \$113,883.60 evidenced by the promissory note dated June 14, 2024 made by Borrower payable to the order of Lender, and all interest, charges, and other amounts which may be or may become owed as provided under the terms of said promissory note, and any and all amendments, modifications, renewals, extensions, reamortizations, or substitutions thereof.

**Protective Advances.** All amounts advanced by or on behalf of Lender, its successors or assigns, to preserve or protect the Property or fulfill any of the obligations of Mortgagor, under this Security Instrument or any of the Related Documents, including without limitation, any protective advances made with respect to the Property for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Property and other costs which Lender is authorized by this Security Instrument or any of the Related Documents to pay on behalf of Mortgagor or Borrower.

**FUTURE ADVANCES.** To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under any note and regardless of whether Lender is obligated to make such future advances, and any protective advances made with respect to the Property for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Property and other costs which Lender is authorized by this Security Instrument, or any note, loan agreement, or any other document or instrument secured by this Security Instrument to pay on Mortgagor's behalf. Provided, however, that the sum of the Maximum Principal Indebtedness plus any additional advances contemplated or permitted by this Security Instrument will not exceed the maximum amount of One Hundred Thirteen Thousand Eight Hundred Eighty Three Dollars and Sixty Cents (\$113,883.60), in the aggregate, exclusive of interest thereon.

**Consumer Purpose Loan Exclusion.** Notwithstanding anything to the contrary, Indebtedness specifically excludes any obligation pursuant to a credit transaction which was offered or extended primarily for personal, family, or household purposes.

**MATURITY DATE.** The Indebtedness, if not paid earlier, shall be due on July 1, 2039.

**WARRANTIES.** Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

**Performance of Obligations.** Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Mortgagor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. If requested by Lender, all insurance policies shall include a lender's loss payable endorsement. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 30 days' notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.

**Payment of Taxes and Other Applicable Charges.** Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

**Financial Information.** Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Mortgagor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

**CONDEMNATION.** Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**MORTGAGOR'S ASSURANCES.** At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;



- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership, or management of Mortgagor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

The parties agree that the remedies available may be inadequate compensation for any loss. Therefore, to the extent allowed by applicable law, in Lender's sole discretion, Lender may seek specific performance of any promise, obligation, or covenant contained in this Security Instrument. Any defense in any action for specific performance that the remedy at law would be adequate is waived.

To the extent allowed by law, all of Lender's rights and remedies, however evidenced and from whichever source they derive, are cumulative in nature. Lender is entitled to exercise any remedy in any order it determines appropriate. Lender may exercise remedies singularly or concurrently.

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**JOINT AND SEVERAL LIABILITY.** The liability of all parties obligated in any manner under this Security Instrument shall be joint and several, to the extent of their respective obligations.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Mortgagor.

**NOTICES.** Unless otherwise required by applicable law or provided under this Security Instrument, any notice or demand given by Lender to any party is considered effective when: (i) it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Such notice or demand shall be sent to the party at the address contained herein or at an alternative address, e-mail address, or facsimile number as may be provided to Lender in writing. Any notice given to Lender must be addressed to Lender at the address contained herein or at an alternative address as may be provided by Lender in writing.

**GENERAL WAIVERS.** Mortgagor, to the extent permitted by law, hereby waives (a) notice of acceptance of this Security Instrument, and all notice of the creation, extension of, or accrual of any of the Indebtedness; (b) diligence, presentment, protest, demand for payment, notice of dishonor, notice of intent to accelerate, and notice of acceleration in connection with the Indebtedness or any other obligations now existing or hereafter owing which are secured by this Security Instrument; (c) any requirement that Lender proceed against or pursue any other collateral securing or any other party responsible for some or all of the Indebtedness; (d) any requirement that Lender pursue or exhaust any other remedy available to Lender; (e) any right to request that Lender marshal any other collateral; (f) failure to protect, preserve, or resort to any collateral; and (g) any and all defenses that could be asserted by Mortgagor, including, but not limited to, any defenses arising out of failure of consideration, breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of capacity, statute of limitations, Lender liability, unenforceability of any loan document, accord and satisfaction, usury, or the extension, renewal, and modification of the Indebtedness.

Mortgagor, to the extent permitted by law, further waives and agrees not to assert any and all rights, benefits, and defenses that might otherwise be available under the provisions of the governing law that might operate, contrary to any agreements between Mortgagor, and Lender, to limit Mortgagor's liability to Lender, including all defenses of suretyship.

**TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN ANY NOTICE REQUIRED HEREIN, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

**WAIVER OF APPRAISEMENT RIGHTS.** Mortgagor waives all appraisement rights relating to the Property to the extent permitted by law.

**WAIVER OF DOWER.** To the extent each signatory to this Security Instrument possesses them, each signatory relinquishes all rights of dower in the Property.

**LENDER'S EXPENSES.** Mortgagor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to

any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Mortgagor. Mortgagor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

**GOVERNING LAW.** This Security Instrument is governed by the laws of the State of Ohio except to the extent that federal law controls.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

**WAIVER OF JURY TRIAL.** All parties to this Security Instrument hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Security Instrument or any other instrument, document or agreement executed or delivered in connection with this Security Instrument or the Related Documents.

**ORAL AGREEMENTS DISCLAIMER.** This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**DEFEASANCE.** If Mortgagor keeps, observes and performs all of the covenants and conditions of this Security Instrument and pays, or causes to be paid, to Lender all of the Indebtedness owing pursuant to the Related Documents, then this Security Instrument will be void, otherwise it will remain in effect.

**ADDITIONAL PROVISIONS.**

**CROSS COLLATERALIZATION.** It is the expressed intent of Mortgagor to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except (i) any obligation existing or arising against the principal dwelling of any Mortgagor, and (ii) any obligation for a closed-end consumer credit transaction offered or extended for personal, family, or household purposes.

By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood.

  
ROBERT L MILLER  
Individually

Date

  
THERESA L MILLER  
Individually

Date

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF OHIO

COUNTY OF Holmes

The foregoing instrument was acknowledged by ROBERT L MILLER, before me on June 14, 2024. In witness whereof, I hereunto set my hand and my official seal.

No oath or affirmation was administered to the signer.

My commission expires: 8-26-2024  
Wanda S. Mullet residing in  
Holmes County.

Wanda S. Mullet  
Holmes County, OH

(Official Seal)



Wanda S. Mullet  
Notary Public, State of Ohio  
My Commission Expires  
August 26, 2024

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF OHIO

COUNTY OF Holmes

The foregoing instrument was acknowledged by THERESA L MILLER, before me on June 14, 2024. In witness whereof, I hereunto set my hand and my official seal.

No oath or affirmation was administered to the signer.

My commission expires: 8-26-2024  
Wanda S. Mullet residing in  
Holmes County.

Wanda S. Mullet  
Holmes County, OH

(Official Seal)



Wanda S. Mullet  
Notary Public, State of Ohio  
My Commission Expires  
August 26, 2024



THIS INSTRUMENT PREPARED BY:  
FARM CREDIT MID-AMERICA, FLCA  
FARM CREDIT MID-AMERICA  
295 WOODLAWN AVE  
NORWALK, OH 44857

AFTER RECORDING RETURN TO:  
JOSEPH COSTA  
1980 W MAIN ST.  
ALLIANCE, OH 44601

**EXHIBIT A**

Robert L. Miller and Theresa L. Miller to  
Farm Credit Mid-America, FLCA  
(Mortgage Description)

Situated State of Ohio, County of Harrison, Township of Washington, and being part of the Southwest Quarter of Section 26, and the Southeast Quarter of Section 32, Township 12, Range 7, in the Steubenville Land District, and further being part of the residue of Tract 9 of O.R. 278, Page 4505 of the Harrison County Records claimed by Swartzentruber Land, LLC, and described as:

Beginning at a 5/8 inch iron pin found in the north line of the southeast quarter of Section 32, at the northwest corner of a 1.719 acre tract claimed by Robert L. Miller (O.R. 241, Page 1501), at the northeast corner of said Tract 9, and being the northeast corner of the parcel herein being described, said iron pin bears South 89° 41' 50" West, 496.46 feet from a 5/8 inch iron pin found at the northeast corner of the southeast quarter of Section 32;

Thence following the westerly bounds of the 1.719 acre tract, South 0° 18' 10" West, 197.57 feet to a capped (8220) iron pin found;

Thence continuing with said bounds, South 35° 47' 06" East, 207.66 feet to a 5/8 inch iron pin found in the westerly bounds of a 7.444 acre tract claimed by Robert L. and Teresa Miller (O.R. 238, Page 846);

Thence continuing with the bounds of the 7.444 acre tract the following 9 (nine) courses:

- 1) South 36° 24' 16" West, 187.32 feet to a railroad spike found;
- 2) Thence, South 52° 18' 45" West, 107.34 feet to a 5/8 inch iron pin found;
- 3) Thence, South 6° 22' 07" East, 77.73 feet to a railroad spike found;
- 4) Thence, South 47° 54' 50" East, 115.47 feet to a 5/8 inch iron pin found;
- 5) Thence, South 81° 46' 02" East, 219.12 feet to a capped (8220) iron pin found;
- 6) Thence, South 36° 27' 18" East, 283.52 feet to a capped (8220) iron pin found;
- 7) Thence, South 71° 55' 24" East, 135.00 feet to a capped (8220) iron pin found;
- 8) Thence, South 5° 33' 52" East, 139.83 feet to a railroad spike found;
- 9) Thence, South 22° 10' 13" East, 82.43 feet to a railroad spike set at the southeast corner of the parcel herein being described;

supervision of Richard L. Celestino, PS # 8220, and is in accordance of Administrative Code 4/33-37. Iron pins set are 30" x 5/8" O.D. with plastic caps inscribed "CELESTINO PS 8220". Bearings herein contained are related to those as recorded for Tract 9 of O.R. 278, Page 4505 of the Harrison County Official Records, and are intended for angle calculations only.

Instruments of reference include:

Thence with a new line passing through Tract 9, the following 4 (four) courses:

- 1) South 45° 43' 27" West, 356.57 feet to an iron pin set;
- 2) Thence, North 40° 10' 55" West, 601.76 feet to an iron pin set;
- 3) Thence, North 53° 03' 07" West, 734.65 feet to an iron pin set;
- 4) Thence, North 40° 22' 41" West, 797.66 feet to an iron pin set in the north line of the southeast quarter of Section 32, in the north line of Tract 9, in the south line of a 91.00 acre tract claimed by Joseph W. Luli (O.R. 250, Page 2423), and at the northwest corner of the parcel herein being described;

Thence following the northerly bounds of Tract 9, the southerly bounds of the 91.00 acre tract, and the quarter section line, South 89° 41' 50" East, 1170.52 feet to the Place of Beginning, and **Containing 22.6684 acres** by survey;

0.4814 acres being in the southwest quarter of Section 26 (Par. # 30-0000005.014), and 22.1870 acres being in the southeast quarter of Section 32 (Par. # 30-0000004.000).

30-0000005.015 0.418 A (SEC 26) & 30-0000004.003 22.187 A (SEC 32)  
However retained by the Grantor the following described right of way for the purposes of ingress and egress to properties retained:

Being 50 feet wide, 25 feet right and 25 feet left of the following described centerline;

Beginning at a point in the westerly bounds of the above described 22.6684 acre tract which bears South 3° 13' 30" East, 1204.07 feet from the northeast corner of the same;

Thence, North 14° 22' 59" East, 357.47 feet to a point;

Thence, North 42° 03' 50" East, 92.30 feet to a point;

Thence, South 36° 27' 18" East, 286.44 feet to a point;

Thence, South 71° 55' 24" East, 153.94 feet and terminating;

Subject however to all easements, restrictions and reservations of record;

This description is based on a field survey performed on or about April 19, 2024, under the supervision of Richard L. Celestino, PS # 8220, and is in accordance of Administrative Code 4733-37. Iron pins set are 30" x 5/8" O.D. with plastic caps inscribed "CELESTINO PS 8220". Bearings herein contained are related to those as recorded for Tract 9 of O.R. 278, Page 4505 of the Harrison County Official Records, and are intended for angle calculations only.

Instruments of reference include:

Harrison County Survey Plats  
Harrison County Tax Records  
Deed Volumes as mentioned

All of which are on record at the Harrison County Courthouse.

4895-9535-7891, v. 1

RLM

TLM



202400002177 06/18/2024 03:30 PM  
Filed for Record in HARRISON County, OH  
Joshua Willis, Recorder Rec Fees: \$50.00  
MTG OR Vol 288 Pgs 2389 - 2392

HEARTLAND TITLE AGENCY  
138 EAST JACKSON STREET  
MILLERSBURG, OH 44654

Inst #202400002177

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## MORTGAGE

This Mortgage ("Mortgage") is given on June 14, 2024, by **Robert L. Miller and Theresa L. Miller**, husband and wife ("Mortgagor"). This Mortgage is given upon the statutory condition and upon the further terms and conditions contained herein to **Swartzentruber Lands, LLC**, an Ohio limited liability company ("Mortgagee"), whose address is 8128 Harrison Road, Fredericksburg, Ohio 44627. Mortgagor grants, with mortgage covenants, to Mortgagee the real property described in Exhibit A attached hereto and made a part hereof.

Mortgagor claims title to the above described real property by virtue of a deed recorded in Official Records Volume \_\_\_\_\_, Page \_\_\_\_\_ of Harrison County, Ohio.

This Mortgage is given, upon the statutory condition, to secure payment of Twenty-Six Thousand Eight Dollars (**\$26,008.00**) with interest as provided in a certain Promissory Note dated even date herewith.

"Statutory condition" is defined in Section 5302.14 of the Revised Code and provides generally that if the Mortgagor pays the principal and interest secured by this Mortgage, performs the other obligations secured hereby and the conditions of any prior mortgage, pays all taxes and assessments, maintains insurance against fire and other hazards, and does not commit or suffer waste, then this Mortgage shall be void.


[Remainder of page intentionally blank]



[Signature Page to Mortgage]

Mortgagor has executed this Mortgage on this 14 day of June, 2024.

"Mortgagor"

  
Robert L. Miller


  
Theresa L. Miller

**STATE OF OHIO  
COUNTY OF HOLMES**

The foregoing instrument was acknowledged before me this 14 day of June, 2024, by **Robert L. Miller and Theresa L. Miller**, husband and wife.



Wanda S. Mullet  
Notary Public, State of Ohio  
My Commission Expires  
August 26, 2024

  
Notary Public

This instrument prepared by:  
Zachary J. Mathie, Attorney  
Critchfield, Critchfield & Johnston, Ltd.  
138 East Jackson Street  
Millersburg, Ohio 44654  
330-674-3055  
4890-5255-6472, v. 1

**EXHIBIT A**

Situated State of Ohio, County of Harrison, Township of Washington, and being part of the Southwest Quarter of Section 26, and the Southeast Quarter of Section 32, Township 12, Range 7, in the Steubenville Land District, and further being part of the residue of Tract 9 of O.R. 278, Page 4505 of the Harrison County Records claimed by Swartzentruber Land, LLC, and described as:

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Thence following the westerly bounds of the 1.719 acre tract, South 0° 18' 10" West, 197.57 feet to a capped (8220) iron pin found;

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30-0000005.015 0.4814 A (SEC 26) & 30-0000004.003 22.187 A (SEC 32)  
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This description is based on a field survey performed on or about April 19, 2024, under the supervision of Richard L. Celestino, PS # 8220, and is in accordance of Administrative Code 4733-37. Iron pins set are 30" x 5/8" O.D. with plastic caps inscribed "CELESTINO PS 8220". Bearings herein contained are related to those as recorded for Tract 9 of O.R. 278, Page 4505 of the Harrison County Official Records, and are intended for angle calculations only.

Instruments of reference include:

Harrison County Survey Plats  
Harrison County Tax Records  
Deed Volumes as mentioned

All of which are on record at the Harrison County Courthouse.

#27071

DEED OF EASEMENT.  
W 6-25-57 M L P F  
CPR 4081 293

Mr. Sherman Bennett  
Holloway, O.

Eas. No. 29, R/W Map No. 1616  
W.O. No. 600/2885-70/3-1.

Mr. Sherman Bennett

To

THE OHIO POWER COMPANY. ✓

RECEIVED OF THE OHIO POWER COMPANY, an Ohio corporation, the sum of One Dollar (\$1.00) in consideration of which Sherman Bennett and Pauline Bennett (his wife) hereby grant and convey unto said THE OHIO POWER COMPANY, its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures, including telegraph and telephone wires, and the right to permit attachment of others to said poles, with services and extensions therefrom, on and over our lands situate in the Township of Washington, County of Harrison, and State of Ohio, and being a part of Section No. 26, Township No. 12N, Range No. 7W, and bounded;

On the North by 1/4 Section line.  
On the East by 1/4 Section line.  
On the South by South Section line.  
On the West by West Section line.

with the right of ingress and egress to and from and over said premises.

Together with the right to cut or trim any trees which may endanger the safety or interfere with the construction and use of said electric power line.

TO HAVE AND TO HOLD the same unto said THE OHIO POWER COMPANY, its successors and assigns.

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.

WITNESS the following signatures and seals, this 8th day of May, 1957.

WITNESS:

F.E. Behrendt.  
R.D. Gilcher.

Sherman Bennett. (SEAL)  
Pauline Bennett. (SEAL)

THE STATE OF OHIO, HARRISON COUNTY, SS:

Before me, a Notary Public, in and for said County, personally appeared the above named Sherman Bennett & Pauline Bennett, who acknowledged that they did sign the within instrument and that the same is their free act and deed. IN WITNESS WHEREOF, I have hereunto set my hand and official seal, on this 8th day of May, A.D. 1957.

William Walter Yost, Notary Public.  
My Commission Expires Oct. 16, 1959.

This instrument was prepared by F.E. Behrendt, Ohio Power Co.

THE STATE OF OHIO, HARRISON COUNTY, ss:  
Received July 12, 1957 at 10:00 A.M.  
Recorded July 12, 1957 Fee: \$2.00 paid.

GRACE RUCKSTUHL, Recorder.



#27072

QUIT CLAIM DEED.

Joseph R. & Leona P. Tilkey.

To

Dominic & Josephine Gatto.

KNOW ALL MEN BY THESE PRESENTS: THAT, Joseph R. Tilkey and Leona P. Tilkey, the Grantors, who claim title by or through instrument, recorded in Volume 128, Page 198, County Recorder's Office, for the consideration of Ten Dollars and other valuable considerations Dollars (\$10.00) received to their full satisfaction of Dominic Gatto and Josephine Gatto, the Grantees, whose TAX MAILING ADDRESS will be Cadiz, Ohio, do have GIVEN, GRANTED, REMISED, RELEASED AND FOREVER QUIT & CLAIMED, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said grantees, their heirs and assigns forever, all such right and title as the said grantors, have or ought to have in and to the following described piece or parcel of land, situated in the Village of Cadiz, County of Harrison, and State of Ohio:

Being the Westerly one-half of the following described premises, the dividing line of the property being the center line of the stairs fronting on Main Street to the Second Story of the building located thereon.

FIRST TRACT: Situated in the Village of Cadiz, County of Harrison, and State of Ohio, and bounded and described as follows: Being a part of Lot No. 86 in the Village of Cadiz, and beginning for the same

PIPELINE RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION OF \$1.00 (one dollar) in hand paid and other valuable considerations, the receipt of which is hereby acknowledged Thomas Anderson

HEREIN CALLED THE Grantor, hereby grants unto Resource Exploration, Suite 400, 1600 Fairfield, Shreveport, Louisiana 71101, THE GRANTEE, its successors or assigns right of way to lay, maintain, operate, relocate and remove a pipe line with drips, valves and other necessary appurtenances thereto on, over and through the following described tract situated in Section 32, 26 and 5, 25, Township of Washington, Freeport County of Harrison, State of Ohio <sup>1/2 Sec 12</sup>

BEING BOUNDED AND DESCRIBED AS FOLLOWS:

North McNabb, Lyons, Bardall, Phillips  
East Clark, Hibbs  
South Walter White, Earl Sayre, Shriver  
West Shriver, Bardall

with ingress and egress to and from the same, Grantor shall fully use and enjoy the said premises except for the purposes herein granted to the Grantee which agrees to pay any damages which might arise to crops, buildings, drain tile and fences from the exercise of the rights herein granted to it. Said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, one by the Grantee and the third by the two as appointed as aforesaid and the award of such three persons shall be final and conclusive and the Grantee is further granted the right from time to time to lay additional lines of pipe along side of or connect with the first line. The damages, if any to crops, buildings, drain tile and fences in making such changes or replacements to be paid by the Grantee.

Line will be buried a minimum of 30" in depth where possible.

IT IS UNDERSTOOD that this grant contains and expresses all the agreements and obligations of the Grantee in regard to the subject matter hereof and no covenants, agreements or obligations not expressed herein shall be imposed upon the Grantee and this grant shall be binding upon the Grantor and Grantee and shall inure to the benefits of their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF the signatures of the Grantor this 2nd day of

March, 1974.

James P. Elbert

Margaret N. Anderson

x Thomas F. Anderson

x Margaret N. Anderson  
Margaret N. Anderson

OHIO ACKNOWLEDGMENT

STATE OF Ohio  
COUNTY OF Brazoria

For Amendment see J.S. 22301

I, James M. Elbert, a Notary Public in and for said County, in the aforesaid State, do hereby certify that Thomas F. Anderson Margaret N. Anderson personally known to me to be the same person 3 whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Seal, this 2nd day of March, 1974.  
My commission expires

DEED VOL. 178 PAGE 412

16623

Reg. V.A.Z.

LABAN C. BLACKBURN  
Harrison Co. Recorder

Received March 21 1974  
at 10:05 o'clock 2 M.  
Recorded March 21 1974

James M. Elbert  
Notary Public

JAMES M. ELBERT  
NOTARY PUBLIC IN AND FOR  
BRAZORIA COUNTY, TEXAS  
MY COMMISSION EXPIRES JUNE 1, 1978

This instrument prepared by Resource Exploration, Inc.

For Amendment \* Bill of Sale see Deed Vol 230, Pg 367 For Mortgage see Vol 168, Pg 453  
for Open-End Mtg. etc. see Mtg Vol 154, Pg 33 & J.S. 19881

FOR CONVEYANCE, ASSIGN, & BILL OF SALE SEE O.C.R. VOL. 77 PL. 948



See OK 190 pg 2482  
See OK 190 pg 2519  
10/1/73 For Amendment & etc. see mty. Vol. 152  
F-1 page 673 & J. S. 18,961

For Assignment see Lease Bk 66 pg 55 & 76  
For Assignment see Lease Book 55 pg 382 & 398  
See OK 188 pg 1090  
OIL AND GAS LEASE See OK 187 pg 2244  
See FB 10-2011

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of October, 1973, by and between THOMAS ANDERSON of 535 Oak Dr Lake Jackson Tx 77566 hereinafter called the LESSOR, and RESOURCE EXPLORATION, INC., having its principal office and place of business at 1600 Fairfield Avenue, Suite 400, Shreveport, Louisiana 71101, hereinafter called LESSEE.

I. WITNESSETH: That the LESSOR, in consideration of the sum of One Dollar (\$1.00), per acre, per year, the receipt of which is hereby acknowledged, and the covenants and agreements herein contained, does hereby let and lease the lands hereinafter described unto the LESSEE for the sole purpose of drilling for, producing and marketing oil and gas and all of their constituents, and to use and occupy said premises for all pipe lines, water lines, pumps, tanks, structures and stations necessary or convenient in connection therewith, for a term of five (5) years and so much longer thereafter (herein called extended term) as oil, gas or their constituents are produced in paying quantities thereon, but only under the terms and conditions herein provided.

II. The premises so leased are located in Washington and Freeport Townships, Harrison County, Ohio, and are more particularly described as being five (5) tracts containing a total of 458 acres, more or less, and for a more detailed description of said tracts reference is hereby made: See OK 127 pg 186, 188, 254 FOR ASSIGN SEE O.R. VOL. 33 PG. 419

One hundred twenty-eight (128) acres, located in the Southeast quarter of Section 32, Washington Township, Harrison County, Ohio, bounded on the North and West by Richard Bardall, on the East by the LESSOR, and on the South by Township boundary line.

All of the Southwest quarter of Section 26, Washington Township, Harrison County, Ohio, consisting of One hundred sixty (160) acres, more or less.

Five (5) acres, more or less, located in the Northeast corner of the Northeast quarter of Section 31, Freeport Township, Harrison County, Ohio, bounded on the North by Township boundary line, on the East by LESSOR, and on the South and West by Byrl Shriver.

All of the Northwest quarter of Section 25, Freeport Township, Harrison County, Ohio, consisting of one hundred sixty (160) acres, more or less.

It is the intention of the LESSOR by this lease to lease all of the lands owned by them in Sections 26 and 32 of Washington Township, Harrison County, Ohio, and Sections 25 and 31 of Freeport Township, Harrison County, Ohio.

OPEN-END MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT & ASSIGNMENT OF PRODUCTION SEE MTG. VOL. 170-PG. 260

FOR DRILLSITE LOCATION RATIFICATION SEE VOL. 53 PAGE 596 FOR ASSIGNMENT SEE OK 127 PG 186  
DECLARATION OF CONSOLIDATION VOL. 59-P. 47 - FOR PIPELINE LOCATION RATIFICATION SEE DEED BOOK 178, PG. 416  
FOR PIPELINE LOCATION RATIFICATION SEE DEED VOL. 170-PG. 375

FOR ASSIGNMENT SEE X-VOL. 75 PG. 158  
FOR DECLARATION OF JOINT CONSOLIDATION SEE LEASE VOL. 75-PG. 664  
FOR ASSIGNMENT Bk 11 of State Sec OK 21 PG 454

*In Consolidation see 2. Vol. 76 page 97*

III. It is intended hereby to lease to the LESSEE, for the term and under the terms and conditions herein set forth, the interest in the oil and gas underlying said premises. Nothing herein contained shall be construed as granting to the LESSEE any interest or rights not owned by LESSOR.

IV. If at the termination of the stated term of this lease, either primary or extended, there is a well in process of being drilled on said lands herein leased, then this lease shall continue in force so long as the drilling of such well is continued with reasonable diligence, and so much longer thereafter as oil or gas or their constituents are produced on the premises in paying quantities but all in accordance with the terms and conditions herein provided; but if at the end of the term of this lease, either primary or extended, LESSEE has not drilled on said premises a well then producing oil or gas in paying quantities and no well is then in process of being drilled on said lands, all rights of the LESSEE shall thereupon cease and determine without any action by LESSOR.

V. In consideration of the premises, the parties hereto covenant and agree as follows:

1. The LESSEE shall deliver to the credit of the LESSOR, as royalty, free of cost, one-eighth part of all oil produced and saved from the leased premises, by paying an amount equal to the market price of such one-eighth royalty oil based on the market price for oil of like grade and gravity prevailing on the date such oil is run into the pipe line or storage tanks, payment to be made by the twenty-fifth day of the second calendar month following month of production for oil produced during each month, including an accounting showing production and price for such period, and amounts. *FCJ*

2. The LESSEE shall pay to the LESSOR the proceeds of one-eighth of gas produced from said land and sold or used off said land or in the manufacture of gasoline or other product, the market value at the wells of one-eighth of the gas so sold or used, provided that if and when LESSEE shall sell gas at the wells, LESSOR'S royalty thereon shall be one-eighth of the amount realized from such sales. LESSOR'S royalty shall be paid on or before the twenty-fifth day of the second month following the month during which the gas for which such royalty accrued is marketed, including an accounting showing production and price for such period, and amounts. The measurement of gas shall be in accordance with established rules and practices governing the measurement of gas in Ohio. *FCJ*

LESSEE shall begin marketing the product of each well drilled hereunder which is productive of oil or gas in paying quantities, within ninety (90) days from the completion date thereof or from the date when gas pipelines are made available from the purchaser of the gas, or make payments to the LESSOR at the rate of One Hundred Fifty Dollars (\$150.00) per annum, payable quarterly, from the expiration of such ninety (90) day period until the marketing of oil or gas from such well is begun. Like payments shall be made for any subsequent period or periods during which oil or gas is not being marketed from a well or wells productive of either in paying quantities.

3. The LESSEE shall drill a well producing oil or gas in paying quantities on the premises with twelve (12) months from the date of this lease or pay to the LESSOR One Dollar (\$1.00), per acre per year, for the above described premises, payments to be made quarterly in advance until such well is drilled or this lease surrendered.

4. If all of the wells drilled under this agreement shall become exhausted or abandoned during the primary term, the LESSEE shall resume the payments of the acreage rentals hereinbefore provided and continue payment of the same until a well producing oil or gas in paying quantities shall be drilled or this lease be surrendered or is terminated as provided herein.

5. Each well drilled not deeper than the Berea sand and productive of oil in paying quantities shall exempt from acreage rental thirty-five (35) acres. Each well drilled to sands deeper than the Berea sand and productive of oil in paying quantities shall exempt from acreage rental eighty (80) acres. Each well productive of gas, or of both oil and gas, in paying quantities, shall exempt from acreage rental one hundred sixty (160) acres. In each case, however, acreage rental shall be paid beginning twelve (12) months after the date of this lease, in the manner and at the times provided in section "3" above, on the undrilled portion of the premises at the rate hereinbefore provided until a sufficient number of wells has been drilled to so exempt the entire leased premises from further acreage rental payments or until the entire lease or the undrilled portion thereof has been surrendered.

6. While oil or gas is being produced in paying quantities from said premises, each dry hole drilled by LESSEE shall exempt from acreage rental thirty-five (35) acres if oil is being produced and eighty (80) acres if gas is being produced; if both oil and gas are being produced, one dry hole shall exempt from acreage rental one hundred sixty (160) acres. If neither oil or gas is being produced in paying quantities from said premises, each dry hole drilled by LESSEE shall exempt from acreage rental one hundred sixty (160) acres.

7. Exemptions from acreage rental under this section shall be effective from the end of the last period for which delay rental has been payable at the time LESSEE becomes entitled to the exemption to the date of termination of the lease.

8. Acreage exempted under this section shall be the acres covered by this lease that are nearest to the well producing the exemption, when platted as nearly as possible in a square with the well producing the exemption in the center.

9. When, in LESSEE'S judgment, it is necessary or advisable to do so in order to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of the LESSEE, promote the conservation of the oil and/or gas in and under and that may be produced from said premises, LESSEE is hereby granted the right as to all or any part of the land described herein, as to oil and gas or either of them, and as to any one or more subsurface strata or formations, without LESSOR'S joinder, to combine, pool or unitize the leasehold estate and the LESSOR'S royalty interest created by this lease, or any portion thereof, with any other land, lease or leases, royalty interest, or gas and/or oil estates in or under said land or any other tract or tracts of land in the vicinity thereof, whether owned by LESSEE or some other person or corporation, so as to create, by the combination of such lands and leases one or more operating units, provided that each such operating unit constitutes one continuous tract of real estate and provided that no one operating unit shall, in the case of gas, including condensate, embrace more than one hundred sixty (160) acres as to the Clinton formation.



10. In the event such operating unit or units is/are so created by LESSEE, LESSOR agrees to accept, and shall receive out of the production or the proceeds from the production from such operating unit or units, such portion of the royalty specified herein as the number of acres out of this lease placed in any such operating unit or units bears to the total number of acres included in such operating unit or units. The commencement of a well, or the completion of a well to production of either oil, gas, or casinghead gasoline, on any portion of an operating unit in which all or any part of the land described herein is embraced, or production of oil, gas, casinghead gas, or casinghead gasoline therefrom, shall have the same effect under the terms of this lease as if a well were commenced, completed or producing oil, gas, casinghead gas, or casinghead gasoline, as the case may be, in paying quantities on the land embraced by this lease, except that it shall not have the effect of exempting from acreage rental under the foregoing provisions of this lease any portion of the premises herein leased which are not included in the said operating unit. LESSEE shall be under no obligation whatsoever, express or implied, to drill more than one well upon each such unitized tract, regardless of when, where or by whom offset wells may be drilled.

11. LESSEE shall execute in writing and file for record in the records of the county in which the lands herein leased are located an instrument identifying or describing the pooled acreage, or an instrument supplemental thereto redesignating same, as the case may be. Either prior to the securing of production from any unit created under the authority hereinabove granted, or after cessation of production therefrom, but not at any other time, LESSEE shall have the right to dissolve the unit so created, without LESSOR'S joinder or further consent, by executing in writing and placing of record in the county or counties in which the lands making up such unit may be located, an instrument identifying and dissolving such unit. LESSEE, at approximately the time of filing for record any such instrument identifying or describing pooled acreage, or redesignating same or dissolving same, shall mail to LESSOR a copy thereof.



12. LESSORS shall have the right to approve or disapprove the proposed location of wells, roads, pipelines, tanks and other installations, provided that such disapproval shall be reasonable and made within ten (10) days from receipt of written notice of such <sup>proposed</sup> installations, or the receipt of the site plan or plans.

13. Springs and water wells shall be protected and preserved, and in the event of pollution or destruction, caused by LESSEE, LESSEE shall indemnify LESSORS for loss, or pollution, and replacement of water wells or water sources.

14. Should the LESSEE fail to pay for production, and keep and perform the other terms and conditions of the lease, then after thirty days' default, in addition to being able to terminate the lease as to acreage not surrounding a producing well, LESSORS shall have the right to an injunction to stop further removal of oil and gas off of the premises until defaults are made good, including the right to liquidated damages to cover costs, expenses and attorney's fees for having to seek and get such an injunction; provided, however, LESSEE shall be given thirty (30) days' notice to comply with any specific breach in writing by LESSORS prior to proceeding under this provision.

15. All maintenance, management and operation of wells, lines, production and marketing equipment shall be in accordance with accepted standards in the industry and existing farm roads and culverts must be kept and maintained in their pre-use condition.

16. LESSEE shall reserve from each of the wells 200,000 cubic feet of free gas per year per well if the LESSOR desires, ~~for one~~ <sup>11/1/23</sup> <sup>9/24/10/17/13</sup> <sup>mae 4/17/13</sup>  
~~(1) dwelling house.~~

17. LESSEE shall preserve LESSOR'S rights with respect to the mining of coal and other minerals, and nothing in this lease shall prohibit the legal operations for coal providing that such operations do not cause damage to existing oil and gas wells or the operation thereof. It is specifically understood and agreed between the parties that any coal operation shall be consistent with the existing oil and gas operations by the LESSEE.

18. (See below.)

VI. Should it be determined that the LESSOR owns only a fraction of the fee simple title to the oil and gas in the above described lands, the LESSOR shall receive such fraction only of the rentals and royalties  
18. All pipelines shall at all times be buried and lessee agrees to pay all damages occasioned to growing crops, fences, and timber by the laying, burying or removal of said pipe lines. <sup>maintaining</sup> <sup>9/24/10/17/13</sup>  
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above specified but this lease shall extend to and bind any interest or estate in the oil and gas in the above described lands now owned or hereafter acquired by LESSOR.

If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be developed and operated as an entirety, and the royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage; provided, however, if said land consists of two or more separate non-contiguous tracts, this paragraph shall apply separately to each such non-contiguous tract.

VII. LESSOR agrees that LESSEE is to have the privilege of using sufficient oil or gas for fuel necessary in operating said premises under this lease and the right at any time during the term of this lease, primary or extended, or within a reasonable time after its surrender or expiration and after compliance with all statutory requirements as to plugging of abandoned wells, and if the LESSEE is not in default with any of the conditions hereof, to remove any machinery or fixtures placed on said premises by LESSEE. LESSEE shall, upon the payment to the LESSOR of all amounts due hereunder to date of surrender, have the right to surrender this lease 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 and notifying the LESSOR in writing that it has been so surrendered, either of which shall be a full and legal surrender of this lease as to all of leased premises. During the time that there is a producing well or wells on the leased premises, the LESSEE may surrender all of the leased premises except the acreage exempted from acreage rental payments by such producing well or wells as hereinbefore provided. Such partial surrender shall be by written notice to LESSOR, expressly stating that LESSEE has elected to and does surrender all of the leased premises except the area so exempted by a producing well or wells from acreage rental payments. After such partial surrender this lease shall continue in full force and effect as to the acreage exempted from rental payment by such producing well or wells, but shall cease and terminate as to all of

the leased premises not so exempted. LESSEE shall construct no additional pipelines over the specific acreage surrendered under this provision, provided that this requirement shall not prevent the maintenance, repair, and operation of the existing pipelines at the time of surrender.

VIII. No change in the ownership of the interest and rights herein leased or assignment of delay 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.

IX. All derricks and other drilling equipment shall be removed from the premises as soon as they are no longer needed for drilling a well. After the completion of drilling a well, the land surrounding it shall be replaced as nearly as possible in the condition existing before commencement of drilling operations, and no operations shall be conducted under this lease that will cause pollution of the waters of LESSOR. Any permanent installations at a well shall be made and maintained in a tidy manner.

X. The LESSEE will conduct all of its operations on the premises hereinbefore described in a proper and workmanlike manner and so as not to exceed in any manner the rights and interests heretofore excepted and reserved by the LESSOR in its conveyance of said premises as hereinbefore set forth. The LESSEE agrees to indemnify and save harmless the LESSOR from and against all liability, loss, expense and attorney fees by reason of the default or failure of the LESSEE therein or with respect thereto.

XI. LESSEE also agrees to conduct its operations on the premises hereinbefore described so as to cause no damages or injuries to persons or to other property, whether of other persons or corporations or of LESSOR, and LESSEE agrees to indemnify and save harmless the LESSOR from and against all liability, loss, expense and attorney fees by reason of the default or failure of the LESSEE therein or with respect thereto.

XII. LESSEE at all times during and at the expiration or other termination of the term hereof, primary or extended, will conform to and obey all present and future laws and all present and future lawful regulations, rules, requirements and orders of all governmental authorities and agencies having jurisdiction thereof, relating to

oil and gas operations and will indemnify and save harmless the LESSOR from and against all liability, loss, expense and attorney fees by reason of the default or failure of the LESSEE therein or with respect thereto, it being understood and agreed by the parties hereto that LESSOR shall not in any manner be held responsible for any damages, penalties, expenses or other obligations that may in any manner result from the operations of the LESSEE on the premises herein leased or the removal of oil and/or gas therefrom.

XIII. All of LESSEE'S obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by LESSEE, and this lease shall not be terminated in whole or in part, nor LESSEE held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which LESSEE shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, LESSEE shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

XIV. Payments of all moneys becoming due hereunder shall be made to LESSOR by checks made payable to THOMAS ANDERSON, and mailed to him at his address,

XV. Provided, however, that if said LESSEE shall fail to keep and perform any of the covenants and agreements of this lease on its part to be performed, or shall fail to make any of the payments of money

or royalty at the times and in the manner herein provided, after LESSOR giving to the LESSEE herein a written sixty (60) day compliance notice thereof, then this lease shall be null and void at the option of the LESSOR, and it shall be lawful for the LESSOR to enter upon said premises and expel the LESSEE therefrom and again have, repossess and enjoy the same as if this lease had not been made, and thereupon this lease and everything herein contained on the part of the LESSOR to be done and performed shall cease, determine and be utterly void, except as to the productive oil and gas wells and the exempted acreage around each well as provided in section "5" herein with respect to which the LESSEE is in compliance, without prejudice, however, to the right of the LESSOR to recover all sums due up to the time of such entry.

XVI. All notices and other papers to be served by the LESSEE upon the LESSOR shall be deemed to be sufficiently served if sent by registered or certified mail addressed to the LESSOR at its address hereinbefore appearing, or to such other address as the LESSOR may hereafter, by notice in writing to the LESSEE, designate for that purpose. All notices and other papers to be served by the LESSOR shall be deemed to be sufficiently served if sent by registered or certified mail addressed to the LESSEE at 1600 Fairfield Avenue, Suite 400, Shreveport, Louisiana 71101, or to such other address as the LESSEE may hereafter, by notice in writing to the LESSOR, designate for that purpose.

XVII. All covenants and conditions between the parties hereto shall extend to their heirs, executors, successors, and assigns.

XVIII. And Margaret Anderson, wife of said Thomas Anderson, in consideration of the payment to Thomas Anderson as hereinbefore set forth, hereby agrees that in the event of the exercise of said option by said Resource Exploration, Inc., she will join in said deed and therein and thereby release and relinquish to said Resource Exploration, Inc., its successors and assigns, all her right, interest, and expectancy of dower in said property.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Signed and acknowledged by  
LESSOR IN the presence of:

Kathryn M. H. H. H.  
Robert C. H. H. H.

Signed and acknowledged by  
LESSEE in the presence of:

John B. Howell  
Conrad L. W. H. H.

Thomas Anderson  
Thomas Anderson (LESSOR)

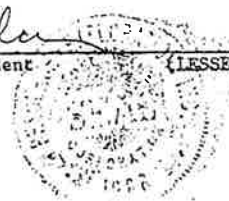
Margaret H. Anderson  
Margaret Anderson

RESOURCE EXPLORATION, INC.

By J. C. Trahan  
J. C. TRAHAN, President (LESSEE)

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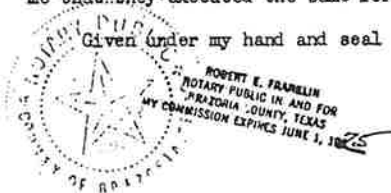


THE STATE OF TEXAS, COUNTY OF BRAZORIA, ss

Before me, ROBERT E. FRANKLIN, A NOTARY PUBLIC,

on this day personally appeared Thomas Anderson and Margaret Anderson, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17<sup>th</sup> day of OCTOBER, 1973.



Robert E. Franklin

STATE OF LOUISIANA, PARISH OF Caddo, ss

On this 7th day of November, 1973, before me appeared J. C. TRAHAN

to me personally known, who, being by me duly sworn did say that he is the President of Resource Exploration, Inc.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its board of directors, and that he acknowledged said instrument to be the free act and deed of said corporation.

Helen D. Turk Beebe  
Notary Public

This instrument was prepared by  
Daniel Lehigh, Attorney at Law.

HELEN D. TURK BEEBE  
NOTARY PUBLIC, Caddo Parish, Louisiana  
My Commission Is For Life

15985 Ref ✓

LABAN C. BLACKBURN	
Harrison Co. Recorder	
Received	<u>Nov 27</u> , 19 <u>73</u>
at	<u>12:01</u> o'clock <u>P.</u> M.
Recorded	<u>Nov 27</u> , 19 <u>73</u>

\$12.00 Pd.

Gas Amendment see J.S. 22301 16626

PIPELINE LOCATION RATIFICATION

A LABAN C. BLACKBURN  
Harrison Co. Recorder  
Received March 21 19 74  
at 10:08 o'clock A M.  
Recorded March 21 19 74

WHEREAS, on the 17th day of October, 19 73,

Thomas F. Anderson executed an oil and gas lease in favor of  
Resource Exploration, Inc., said lease being recorded in Volume 53,  
at Page 421, of the records of Harrison County,

State of Ohio, and covering the following lands:

1. SE  $\frac{1}{4}$  Sec. 32, Washington Twp., Harrison Co., 128 acres, bounded on the North and West by Richard Bardall, on the East by the Lessor, and on the South by Twp. line. R-7, T-12
2. All of the SW  $\frac{1}{4}$  of Sec. 26, Washington Twp., Harrison County, 160 A.
3. 5 acres, more or less located in the NE corner of the NE  $\frac{1}{4}$  of Sec. 31 Freeport Twp., Harrison County, bounded on the North by Twp. line, on the East by Lessor, on the South and West by Byrl Shriver. R-7, T-12
4. All of the NW  $\frac{1}{4}$  Sec. 25, Freeport Twp., containing 160 acres.

AND WHEREAS, RESOURCE EXPLORATION, INC., a Delaware Corporation, with its principal office at 1600 Fairfield, Shreveport, Louisiana, the present owner of said lease has determined the optimum pipeline location to be on the premises as set out in Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, Thomas F. Anderson,

the present owner of the surface upon which the pipeline site is to be located, for and in consideration of ONE DOLLAR (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do by these presents agree to the location of the proposed pipeline as set out in the aforementioned Exhibit "A".

THUS DONE AND PASSED, in duplicate originals, before me, \_\_\_\_\_

James M. Elbert a Notary Public, duly commissioned and qualified in  
and for the County of Brazoria, State of Texas,  
in the presence of James P. Elbert and  
Mary Alice Grant, competent witnesses, who hereunto  
sign their names with the said owner and me, Notary, after reading of the whole.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on  
this 22d day of March, 19 74

WITNESSES:

LAND OWNER:

James P. Elbert  
Mary Alice Grant

Thomas F. Anderson  
Thomas F. Anderson  
Margaret M. Anderson  
Margaret M. Anderson

James M. Elbert  
NOTARY PUBLIC

Prepared by Resource Exploration, Inc.

JAMES M. ELBERT  
NOTARY PUBLIC IN AND FOR  
BRAZORIA COUNTY, TEXAS  
MY COMMISSION EXPIRES JUNE 1, 1978

DEED VOL. 178 PAGE 416

For Assignment + Bill of Sale see Deed Vol. 230, Pg. 367  
For Open End Mtg etc. see Mtg Vol. 156, Pg. 33 & 38 #19881  
For Mortgage see Mtg Vol. 148, Pg. 453

FOR CONVEYANCE, ASSIGN. & BILL OF SALE SEE C.R. VOL. 77-PG. 934

HARRISON COUNTY AUDITOR  
PATRICK J. MOORE  
REAL ESTATE TRANSFER BY JELE  
CONVTEE 3693.64 EX  
TRANSFER 3.50 DATE 9-29-14

201400004409 US  
Filed for Record in  
HARRISON COUNTY, OHIO  
TRACY L. BOYER, RECORDER  
09-29-2014 At 10:51 am.  
MINERALDEED 116.00  
OR Book 222 Page 2570 - 2582

HARRISON COUNTY ENGINEER  
TRANSFER NOT NECESSARY  
DATE 9/26/14 INT CRH

Golden Eagle Resources LLC  
600 Jefferson St  
Suite 2000  
Houston TX 77002

GENERAL WARRANTY MINERAL DEED

STATE OF OHIO

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF HARRISON

That, **Robert L. Miller, married to Theresa L. Miller**, whose address is 9171 Beeson Street Northeast, Louisville, Ohio 44641, (hereinafter referred to as "**Grantor**") for and in consideration of the sum of TEN AND NO DOLLARS (\$10.00) cash, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver with general warranty to **GOLDEN EAGLE RESOURCES, LLC**, whose address is 600 Jefferson Street, Suite 2000, Houston, Texas 77002, its successors and assigns (hereinafter referred to as "**Grantee**"), an undivided interest in 142.063 net mineral acres of 157.848 gross mineral acres, more or less (90.000% of Grantor's right, title and interest, as of Effective Date) in and to the oil and natural gas and all associated parts, components, and products, as well as all appurtenant rights thereto in, under and related to the lands described on Exhibit "A", which exhibit is attached hereto and made a part hereof, including, without limitation, any leasehold royalty, overriding royalty, or other interests held by Grantor in the oil, natural gas, and rights related to the lands described on said Exhibit "A" (such lands described on attached Exhibit "A" and the oil and natural gas related thereto are collectively referred to herein as the "**Properties**"); together with all of Grantor's rights to use the surface, subsurface and underneath of the land associated with Properties, including, without limitation, rights of ingress, egress and regress for the exploring (including geophysical and exploratory tests such as core drilling and seismic testing), drilling, developing, operating, extracting, exploring and producing of the Properties; and including the rights to explore (including geophysical and exploratory tests such as core drilling and seismic testing), drill, develop, operate, extract and produce through any of Grantor's excepted and reserved minerals, subject, however, to Grantor having such right and to the right of the Grantor, his heirs, successors and assigns, to receive reasonable damages in connection with such use of the Properties by Grantee. For clarity, if the Properties are less than 157.848 gross mineral acres, then the Grantee's interest will remain an undivided 142.063 mineral acres of the Grantor's reduced gross mineral acreage, resulting in an increase in Grantee's undivided 90.000% interest.

Grantor, his heirs, successors and assigns excepts and reserves all other rights to use and enjoy the surface of the Properties not expressly conveyed to Grantee herein.

For purposes of this General Warranty Mineral Deed (the "**Deed**"):

- a) "**Mineral Rights**" as used hereunder are known and defined as ownership of the oil and gas rights and rights associated therewith to explore for, exploit, produce and market - including but not limited to oil, gas (including, but not limited to methane, gob gas, occluded methane/natural gas, and all associated natural gas), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon (but excluding coal and coal bed methane); and condensate located in, on, or under the Properties described on attached Exhibit "A";

TLN

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b) By and under this instrument Grantor intends to convey an undivided ninety percent (90.000%) interest in and to the Mineral Rights, and by this instrument does convey, to Grantee all such Mineral Rights of whatsoever nature in the Properties as of the Effective Date hereof that Grantor owns in **Freeport and Washington Townships, Harrison County, Ohio**, whether or not the same are specifically enumerated on attached Exhibit "A" and regardless of whether or not such Properties may be subject to any applicable Leases as defined herein;

Grantor hereby assigns to Grantee the greater of (i) the percentage of 142.063 over the acres of the Properties or (ii) ninety percent (90.000%) of Grantor's rights, title and interest in the Properties as a lessor under any existing or future oil, gas or mineral leases or similar contracts or instruments. The conveyance made herein is subject to any rights now existing under valid and subsisting oil, gas or mineral leases of record related to the Properties (hereinafter the "Leases"). By and under this Deed, Grantee shall receive and shall possess and enjoy a full undivided interest of the greater of (i) the percentage of 142.063 over the acres of the Properties or (ii) ninety percent (90.000%) and accompanying rights in and to Grantor's rights and interest in all bonuses, rents, royalties and other benefits that may accrue and be payable under the terms of any Leases insofar as they cover the Properties from and after the Effective Date hereof, precisely as if Grantee had been the owner of the same undivided oil and gas interest in and to the Properties on the date of any such Leases, with the Grantee as a lessor therein, subject only to the terms and provisions of the Leases.

Grantor agrees to execute such further assurances as may be required for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD the Properties with all and singular the rights, privileges, and appurtenances thereunto or belonging to Grantor, Grantor's heirs, successors, personal representatives, administrators, executors, and assigns forever and does hereby agree to defend all and singular Properties unto the said Grantee herein, its successor and assigns against every person whosoever claiming or to claim the same or any part thereof. Grantor hereby further conveys and transfers to Grantee any after acquired title rights and agrees to execute all such further instruments, documents and other necessary assurances as required for the full and complete enjoyment of the rights herein conveyed to Grantee.

And for valuable consideration **Theresa L. Miller**, spouse of **Robert L. Miller**, does hereby remise, release and forever quit claim unto the said grantee **GOLDEN EAGLE RESOURCES, LLC**, its successors and assigns, all his/her right and expectancy of dower in the premises described on Exhibit A.

TLM

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This Deed is effective for all purposes as of the 10th day of September, 2014 (the "Effective Date") and is executed on the date set forth in the Notary acknowledgement below.

GRANTOR:

GRANTOR (signing for sole purpose of releasing dower):

By: Robert L. Miller  
Signature of Robert L. Miller

By: Theresa L. Miller  
Signature of Theresa L. Miller

STATE OF Otwa )  
COUNTY OF Stark )

On this 24 day of September 2014, the foregoing instrument (Deed) was signed and acknowledged personally before me, a Notary Public in and for such State, by Robert L. Miller, Grantor, and Theresa L. Miller, his wife, acting in their capacity as such Grantor by their free will and actions.

Witness my hand and official seal.

Erin R. Langart  
Notary Public

My commission expires: July 18, 2016

This instrument prepared by and upon recording please return Deed to:  
Golden Eagle Resources, LLC  
c/o Samantha McAshan  
600 Jefferson Street, Suite 2000  
Houston, Texas 77002

RLM TLM



EXHIBIT "A"

**LEGAL DESCRIPTION OF THE PROPERTIES**

Situated in the Townships of Freeport and Washington, County of Harrison and State of Ohio:

**TRACT 1**

Situated in Washington Township, Harrison County, Ohio, and being the Southwest Quarter of Section 26, in Township 12, Range 7, containing 160 acres, more or less.

EXCEPTING FROM TRACT 1 THE FOLLOWING PARCELS:

Parcel 1

Being a part of the Southwest Quarter of Section 26, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto American Woodlands in the first tract of Official Records Book 82, Page 455.

Described as follows:

Beginning at a ½ inch rebar found marking the Northeast Corner of the Southwest Quarter of Section 26 the True Point of Beginning.

Thence with the following nine (9) courses:

- 1) South 01° 15' 12" West 1487.27 feet along the quarter section line to a point in the center of T.R. 106, witnessed by an iron pin set North 01° 15' 12" East 27.57 feet;
- 2) North 52° 47' 00" West 123.55 feet along the centerline of T.R. 106 to an iron pin set;
- 3) North 37° 14' 25" West 187.13 feet along the centerline of T.R. 106 to an iron pin set;
- 4) North 08° 59' 58" West 331.90 feet along the centerline of T.R. 106 to an iron pin set;
- 5) North 03° 33' 19" West 501.26 feet along the centerline of T.R. 106 to an iron pin set;
- 6) North 07° 24' 57" East 149.68 feet along the centerline of T.R. 106 to an iron pin set;
- 7) North 16° 38' 43" East 209.25 feet along the centerline of T.R. 106 to an iron pin set;
- 8) North 40° 26' 33" East 116.18 feet along the centerline of T.R. 106 to a point on the quarter section line, witnessed by an iron pin set South 89° 15' 32" East 38.63 feet;
- 9) South 89° 15' 32" East 172.56 feet along the quarter section line to the True Point of Beginning.

This parcel contains 8.621 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic I.D. cap marked "Baker 6938". Bearings are from Official Records Volume 82, Page 455.

Parcel 2

Being a part of the Southwest Quarter of Section 26, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto American Woodlands in the first tract of Official Records Book 82, Page 455.

Described as follows:

Commencing at a ½ inch rebar found marking the Southeast Corner of the Southwest Quarter of Section 26, thence North 01° 15' 12" East 742.46 feet along the quarter section line to a point in the center of T.R. 109 the True Point of Beginning, witnessed by an iron pin set North 01° 15' 12" East 25.89 feet.

Thence the following twelve (12) courses:

- 1) South 47° 30' 20" West 74.70 feet along the centerline of T.R. 109 to an iron pin set;
- 2) South 89° 57' 13" West 166.00 feet along the centerline of T.R. 109 to an iron pin set;
- 3) South 64° 40' 05" West 135.02 feet along the centerline of T.R. 109 to an iron pin set;
- 4) South 76° 03' 24" West 147.10 feet along the centerline of T.R. 109 to an iron pin set;
- 5) South 69° 51' 14" West 98.27 feet along the centerline of T.R. 109 to an iron pin set;
- 6) South 60° 37' 00" West 28.12 feet along the centerline of T.R. 109 to a point, witnessed by an iron pin set North 00° 03' 16" West 14.01 feet;
- 7) North 00° 03' 16" West 1202.77 feet to an iron pin set;

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- 8) South 88° 39' 35" East 350.00 feet to an iron pin set in the center of T.R. 106, witnessed by an iron pin set North 88° 39' 35" West 18.63 feet;
- 9) South 08° 59' 58" East 331.90 feet along the centerline of T.R. 106 to an iron pin set;
- 10) South 37° 14' 25" East 187.13 feet along the centerline of T.R. 106 to an iron pin set;
- 11) South 52° 47' 00" East 123.55 feet along the centerline of T.R. 106 to a point on the quarter section line, witnessed by an iron pin set South 01° 15' 12" West 17.56 feet;
- 12) South 01° 15' 12" West 451.93 feet along the quarter section line to the True Point of Beginning.

This parcel contains 13.000 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with plastic I.D. cap marked "Baker 6938". Bearings are from Official Records Volume 82, Page 455.

Parcel 3

Being a part of the Southwest Quarter of Section 26, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed to American Woodlands in the first tract of Official Records Book 82, Page 455

Described as follows:

Beginning at a 1/2 inch rebar found marking the Southeast Corner of the Southwest Quarter of Section 26 the True Point of Beginning.

Thence with the following fourteen (14) courses:

- 1) North 88° 39' 35" West 1645.81 feet along the section line and along the Freeport Township line to an iron pin set in the center of T.R. 109;
- 2) North 27° 02' 08" East 70.83 feet along the centerline of T.R. 109 to an iron pin set;
- 3) North 54° 22' 39" East 111.80 feet along the centerline of T.R. 109 to an iron pin set;
- 4) North 65° 03' 10" East 117.51 feet along the centerline of T.R. 109 to an iron pin set;
- 5) North 71° 22' 37" East 341.95 feet along the centerline of T.R. 109 to an iron pin set;
- 6) North 66° 29' 39" East 177.38 feet along the centerline of T.R. 109 to an iron pin set;
- 7) North 70° 00' 37" East 204.08 feet along the centerline of T.R. 109 to an iron pin set;
- 8) North 60° 37' 00" East 201.48 feet along the centerline of T.R. 109 to an iron pin set;
- 9) North 69° 51' 14" East 98.27 feet along the centerline of T.R. 109 to an iron pin set;
- 10) North 76° 03' 24" East 147.10 feet along the centerline of T.R. 109 to an iron pin set;
- 11) North 64° 40' 05" East 135.02 feet along the centerline of T.R. 109 to an iron pin set;
- 12) North 89° 57' 13" East 166.00 feet along the centerline of T.R. 109 to an iron pin set;
- 13) North 47° 30' 20" East 74.40 feet along the centerline of T.R. 109 to a point on the quarter section line, witnessed by 1/2 inch rebar found South 01° 15' 12" West 141.54 feet;
- 14) South 01° 15' 12" West 742.46 feet along the quarter section line to the True Point of Beginning.

This parcel contains 15.922 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with plastic I.D. cap marked "Baker 6938". Bearings are from Official Records Volume 82, Page 455.

Survey and description prepared by Jamie D. Darr, P.S. 7755. November 21, 2000.

FURTHER EXCEPTING the following two tracts of land conveyed unto David Soehnlen and Lori Soehnlen, husband and wife, in Survivorship Deed recorded on November 16, 2001 in Official Records Volume 107, Page 460 in Harrison County, Ohio.

Parcel 4

Being a part of the Southwest Quarter of Section 26, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 2 of Official Records Book 91, Page 469 (#30-00005).

Described as follows:

Commencing at a 1/2 inch rebar found marking the Northeast corner of the Southwest quarter of Section 26, thence North 89° 15' 32" West 868.66 feet along the quarter section line to a 5/8 inch rebar found True Point of Beginning.

Thence with the following thirteen (13) courses:

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- 1) South 07° 27' 48" East 944.10 feet to a 5/8 inch rebar found;
- 2) South 88° 39' 35" East 100.00 feet to a 5/8 inch rebar found;
- 3) South 00° 03' 16" East 1202.77 feet along Mark T. & Corina Stine's (Official Records Volume 92, Page 65) West line to a point in the center of T.R. 109, witnessed by a 5/8 inch rebar found North 00° 03' 16" West 14.01 feet;
- 4) South 60° 37' 00" West 173.36 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 5) South 70° 00' 37" West 204.08 feet along the centerline of T.R. 109 to a 5/8 inch rebar found at the intersection of T.R. 109 and T.R. 107;
- 6) North 64° 30' 47" West 200.53 feet along the centerline of T.R. 107 to a 5/8 inch rebar found;
- 7) North 26° 07' 48" West 208.92 feet along the centerline of T.R. 107 to a 5/8 inch rebar found;
- 8) North 30° 47' 48" West 206.99 feet along the centerline of T.R. 107 to an iron pin set;
- 9) North 76° 22' 16" East 198.36 feet to an iron pin set;
- 10) North 83° 46' 19" East 232.25 feet to an iron pin set;
- 11) North 28° 49' 43" West 1619.19 feet to an iron pin set;
- 12) North 02° 06' 47" West 365.41 feet to an iron pin set on the quarter section line;
- 13) South 89° 15' 32" East 868.76 feet along the quarter section line to the True Point of Beginning.

This parcel contains 34.255 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic T.D. cap marked "Baker 6938". Bearings are from Official Records volume 91, Page 469.

Parcel 5

Being the 17.673 acres of lands in the Southwest Quarter of Section 26 of Washington Township, Harrison County, conveyed unto Robert L. Miller as part of Tract 2 of Official Records Book 91, Page 469 and referenced as part of the description below:

Being a part of the Southwest Quarter of Section 26, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio also being a part (17.673 acres) of the lands conveyed unto Robert L. Miller in Tract 2 of Official Records Book 91, Page 469 (#30-00005) and a part (0.327 acres) of the lands conveyed unto Robert L. Miller in Tract 6 of Official Records Book 91 Page 469 (#30-00003).

Described as follows:

Beginning at a 5/8 inch rebar found marking the Southeast corner of the Southwest quarter of Section 32 the True Place of Beginning.

Thence with the following thirteen (13) courses:

- 1) North 50° 54' 53" West 127.75 feet to an iron pin set;
- 2) North 27° 12' 44" East 1030.84 feet (passing into the Southwest quarter of Section 26) to an iron pin set in the center of T.R. 107;
- 3) South 41° 15' 36" East 205.21 feet along the centerline of T.R. 107 to an iron pin set;
- 4) South 52° 54' 46" East 68.34 feet along the centerline of T.R. 107 to an iron pin set;
- 5) South 74° 56' 32" East 93.11 feet along the centerline of T.R. 107 to an iron pin set;
- 6) South 89° 39' 47" East 103.72 feet along the centerline of T.R. 107 to an iron pin set;
- 7) North 75° 47' 58" East 234.14 feet along the centerline of T.R. 107 to an iron pin set;
- 8) North 86° 51' 46" East 131.44 feet along the centerline of T.R. 107 to an iron pin set;
- 9) South 78° 37' 31" East 289.39 feet along the centerline of T.R. 107 to an iron pin set;
- 10) South 30° 47' 48" East 206.99 feet along the centerline of T.R. 107 to a 5/8 inch rebar found;
- 11) South 71° 30' 46" West 845.52 feet to a 5/8 inch rebar found;
- 12) South 09° 53' 10" West 358.97 feet to a 5/8 inch rebar found on the section line and on the Freeport township line;
- 13) North 88° 39' 35" West 640.28 feet along the section line and along the Freeport Township line to The Point of Beginning.

This parcel contains 18.000 acres, of which 17.673 acres are being excepted from this Tract 1 but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic T.D. cap marked "Baker 6938". Bearings are from Official Records volume 91, Page 469.

FURTHER EXCEPTING the following tract of land conveyed unto Tim Geist in Warranty Deed recorded on October 12, 2001 in Official Records Volume 105, Page 259 in Harrison County, Ohio.

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Parcel 6

Being a part of the Southwest Quarter of Section 26, Washington Township, township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 2 of Official Records Book 91, Page 469 (#30-00005).

Described as follows:

Commencing at a 5/8 inch rebar found marking the Southwest corner of the Southwest quarter of Section 26, thence South 88° 39' 35" East 640.28 feet along the section line and along the Freeport township line to an iron pin set the True Point of Beginning.

Thence with the following ten (10) courses:

- 1) North 09° 53' 10" East 358.97 feet to an iron pin set.
- 2) North 71° 30' 46" East 845.52 feet to an iron pin set in the center of T.R. 107;
- 3) South 26° 07' 48" East 208.92 feet along the centerline of T.R. 107 to an iron pin set;
- 4) South 64° 30' 47" East 200.53 feet along the centerline of T.R. 107 to a 5/8 inch rebar found in the center of T.R. 109;
- 5) South 66° 29' 39" West 177.38 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 6) South 71° 22' 39" West 341.95 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 7) South 65° 03' 10" West 117.51 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 8) South 54° 22' 39" West 111.80 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 9) South 27° 02' 09" West 70.83 feet along the centerline of T.R. 109 to a 5/8 inch rebar found on the section line and the Freeport township line;
- 10) North 88° 39' 35" West 420.33 feet along the section line and along the Freeport Township line to the True Place of Beginning.

This parcel contains 8.648 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with plastic I.D. cap marked "Baker 6938". Bearings are from Plat Volume 82, Page 455.

FURTHER EXCEPTING the following tract of land conveyed to Tadd J. Maxfield and Marian Maxfield, husband and wife, in Survivorship Deed recorded on October 17, 2001 in Official Records Volume 105, Page 517 in Harrison County, Ohio.

Parcel 7

Being a part of the Southwest Quarter of Section 26, Washington Township, township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 2 of Official Records Book 91, Page 469 (#30-00005).

Described as follows:

Commencing at a 1/2 inch rebar found marking the Northeast corner of the Southwest quarter of Section 26, thence North 89° 15' 32" West 172.56 feet along the quarter section line to a point in the center of T.R. 106 the True Point of Beginning, witnessed by an iron pin set North 89° 15' 32" West 28.83 feet.

Thence with the following seven (7) courses:

- 1) South 40° 26' 33" West 116.18 feet along the centerline of T.R. 106 to a 5/8 inch rebar found;
- 2) South 16° 38' 43" West 209.25 feet along the centerline of T.R. 106 to a 5/8 inch rebar found;
- 3) South 07° 24' 57" West 149.68 feet along the centerline of T.R. 106 to a 5/8 inch rebar found;
- 4) South 03° 33' 19" East 501.26 feet along the centerline of T.R. 106 to a 5/8 inch rebar found, witnessed by an iron pin found North 88° 39' 35" West 18.63 feet;
- 5) North 88° 39' 35" West 450.00 feet partly along Mark T. and Corinna Stine's (Official Records Volume 92, Page 65) North line to an iron pin set;
- 6) North 07° 27' 48" West 944.10 feet to an iron pin set on the quarter section line;
- 7) South 89° 15' 32" East 696.10 feet along the quarter section line to the True Point of Beginning.

This parcel contains 11.000 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic I.D. cap marked "Baker 6938". Bearings are from Plat Volume 82, Page 455.

For Tract 1, leaving after said exceptions, 50.881 acres.

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Auditor's Parcel Number for Tract 1: 30-0000005.201 (Section 26, SW/4)

Prior Reference: Official Records Volume 91 Page 469  
Official Records Volume 107 Page 460  
Official Records Volume 105 Page 259  
Official Records Volume 105 Page 517

### **TRACT 2**

Situated in Washington Township, Harrison County, Ohio. Being the East half of the West half of the Southeast Quarter of Section 32, Township 12 and Range 7, containing 43 acres.

EXCEPTING the following tract of land:

Being the 25.334 acres of land in the Southeast Quarter of Section 32 of Washington Township, Harrison County, conveyed unto Robert L. Miller as part of Tract 3 of Official Records Book 91, Page 469 and referenced as part of the conveyance to Matthew Yoder and Doris Yoder, husband and wife, in Survivorship Deed recorded on December 20, 2001 in Official Records Volume 109, Page 596 in Harrison County, Ohio in the description below:

Being a part of the Southeast Quarter of Section 32, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of **Tract 3 (25.334 acres #30-00004.000)**, and a part of Tract 4 (11.704 acres #30-00004.001) and a part of Tract 6 (6.561 acres #30-00003.001) of the lands conveyed unto Robert Miller in Official Records Book 91, Page 469.

Described as follows:

Commencing at a 5/8 inch rebar found marking the Southeast corner of the Southeast quarter of Section 32 the True Point of Beginning.

Thence with the following seven (7) courses:

- 1) North 89° 35' 10" West 2148.25 feet along the section line and along the Freeport Township line to an iron pin set;
- 2) North 00° 55' 05" East 2085.10 feet along Mary M. Bardall and Richard Bardall's (Official Records Volume 15, Page 971) East line to an iron pin set;
- 3) South 32° 35' 11" East 1629.78 feet to an iron pin set;
- 4) South 77° 35' 17" East 862.26 feet to an iron pin set;
- 5) South 40° 24' 39" East 250.83 feet to an iron pin set;
- 6) South 26° 13' 46" East 301.29 feet to a 5/8 inch rebar found;
- 7) South 50° 54' 52" East 127.75 feet to the True Point of Beginning.

This parcel contains 43.599 acres, of which 25.334 acres are being excepted from this Tract 2, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with plastic I.D. cap marked "Baker 6938". Bearings are from Plat Volume 82, Page 455.

For Tract 2, leaving after said exception, 17.666 acres.

Auditor's Parcel Number for Tract 2: 30-0000004.200 (Section 32, SE/4)

Prior Reference: Official Records Volume 91 Page 469  
Official Records Volume 109 Page 596

### **TRACT 3**

Situated in Washington Township, Harrison County, Ohio. Being the West half of the East half of the Southeast Quarter of Section 32, Township 12 and Range 7, containing 43.3 acres.

EXCEPTING the following tract of land:

Being the 11.704 acres of land in the Southeast Quarter of Section 32 of Washington Township, Harrison County, conveyed unto Robert L. Miller as part of Tract 4 of Official Records Book 91, Page 469 and referenced as part of the conveyance to Matthew Yoder and Doris Yoder, husband and wife, in

*RLM TLM*



Survivorship Deed recorded on December 20, 2001 in Official Records Volume 109, Page 596 in Harrison County, Ohio in the description below:

Being a part of the Southeast Quarter of Section 32, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of Tract 3 (25.334 acres #30-0004.000), and a part of **Tract 4 (11.704 acres #30-0004.001)** and a part of Tract 6 (6.561 acres #30-0003.001) of the lands conveyed unto Robert Miller in Official Records Book 91, Page 469.

Described as follows:

Commencing at a 5/8 inch rebar found marking the Southeast corner of the Southeast quarter of Section 32 the True Point of Beginning.

Thence with the following seven (7) courses:

- 1) North 89° 35' 10" West 2148.25 feet along the section line and along the Freeport Township line to an iron pin set;
- 2) North 00° 55' 05" East 2085.10 feet along Mary M. Bardall and Richard Bardall's (Official Records Volume 15, Page 971) East line to an iron pin set;
- 3) South 32° 35' 11" East 1629.78 feet to an iron pin set;
- 4) South 77° 35' 17" East 862.26 feet to an iron pin set;
- 5) South 40° 24' 39" East 250.83 feet to an iron pin set;
- 6) South 26° 13' 46" East 301.29 feet to a 5/8 inch rebar found;
- 7) South 50° 54' 52" East 127.75 feet to the True Point of Beginning.

This parcel contains 43.599 acres, of which 11.704 acres are being excepted from this Tract 3, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with plastic I.D. cap marked "Baker 6938". Bearings are from Plat Volume 82, Page 455.

For Tract 3, leaving after said exception, 31.596 acres.

Auditor's Parcel Number for Tract 3: 30-0000004.201 (Section 32, SE/4)

Prior Reference: Official Records Volume 91 Page 469  
Official Records Volume 109 Page 596

#### TRACT 4

Being a part of the Northeast Quarter of Section 31, Township 12, Range 7, Freeport Township and a part of the Southeast Quarter of Section 32, Township 12, Range 7, Washington Township, Harrison County, Ohio.

Beginning for description of said at the Northeast corner of Section 31, thence along the East line of said Section South 02° 45' West 155.1 feet to a point;

Thence North 89° West 717.4 feet to a stone;

Thence North 02° 45' East 2844 feet to a point in the North line of the Southeast Quarter of Section 32;

Thence with said North line South 89° East 717.4 feet to a point at the Northeast corner of the Southeast Quarter of Section 32;

Thence with the East line of Section 32 South 02° 45' West 2689 feet to the place of beginning, containing 46.18 acres, more or less. There being 2.5 acres, more or less in Section 31 and 43.68 acres, more or less, in Section 32.

EXCEPTING FROM TRACT 4 THE FOLLOWING PARCELS:

#### Parcel 1

Being a part of the Northeast Quarter of Section 31, Freeport Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto American Woodlands in the fifth tract of Official Records Book 82, Page 455.

Described as follows:

RLM TLM

Beginning an iron pin set marking the Northeast corner of the Northeast Quarter of Section 31 the True Point of Beginning.

Thence with the following four (4) courses:

- 1) South 01° 01' 00" West 157.86 feet along the section line to a point, witnessed by a ½ inch rebar found North 89° 35' 10" West 10.00 feet;
- 2) North 89° 35' 10" West 714.31 feet to a stone found;
- 3) North 01° 24' 39" East 157.88 feet to an iron pin set on the section line and on the Washington Township line;
- 4) South 89° 35' 10" East 713.22 feet along the section line and along the Washington Township line to the True Point of Beginning.

This parcel contains 2.587 acres, but subject to all highways and easements of record.

FURTHER EXCEPTING the following tract of land:

Parcel 2

Being the 6.561 acres of land in the Southeast Quarter of Section 32 of Washington Township, Harrison County, conveyed unto Robert L. Miller as part of Tract 6 of Official Records Book 91, Page 469 and referenced as part of the conveyance to Matthew Yoder and Doris Yoder, husband and wife, in Survivorship Deed recorded on December 20, 2001 in Official Records Volume 109, Page 596 in Harrison County, Ohio in the description below:

Being a part of the Southeast Quarter of Section 32, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of Tract 3 (25.334 acres #30-0004.000), and a part of Tract 4 (11.704 acres #30-00004.001) and a part of **Tract 6 (6.561 acres #30-00003.001)** of the lands conveyed unto Robert Miller in Official Records Book 91, Page 469.

Described as follows:

Commencing at a 5/8 inch rebar found marking the Southeast corner of the Southeast quarter of Section 32 the True Point of Beginning.

Thence with the following seven (7) courses:

- 1) North 89° 35' 10" West 2148.25 feet along the section line and along the Freeport Township line to an iron pin set;
- 2) North 00° 55' 05" East 2085.10 feet along Mary M. Bardall and Richard Bardall's (Official Records Volume 15, Page 971) East line to an iron pin set;
- 3) South 32° 35' 11" East 1629.78 feet to an iron pin set;
- 4) South 77° 35' 17" East 862.26 feet to an iron pin set;
- 5) South 40° 24' 39" East 250.83 feet to an iron pin set;
- 6) South 26° 13' 46" East 301.29 feet to a 5/8 inch rebar found;
- 7) South 50° 54' 52" East 127.75 feet to the True Point of Beginning.

This parcel contains 43.599 acres, of which 6.561 acres are being excepted from this Tract 4, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with plastic I.D. cap marked "Baker 6938". Bearings are from Plat Volume 82, Page 455.

FURTHER EXCEPTING the following tracts of land:

Parcel 3

Being the 0.327 acres of lands in the Southwest Quarter of Section 26 of Washington Township, Harrison County, conveyed unto Robert L. Miller as part of Tract 6 of Official Records Book 91, Page 469 and referenced as part of the description below:

Being a part of the Southwest Quarter of Section 26, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio also being a part (17.673 acres) of the lands conveyed unto Robert L. Miller in Tract 2 of Official Records Book 91, Page 469 (#30-00005) and a **part (0.327 acres) of the lands conveyed unto Robert L. Miller in Tract 6 of Official Records Book 91 Page 469 (#30-00003).**

Described as follows:

*per TIM*

Beginning at a 5/8 inch rebar found marking the Southeast corner of the Southwest quarter of Section 32 the True Place of Beginning.

Thence with the following thirteen (13) courses:

- 1) North 50° 54' 53" West 127.75 feet to an iron pin set;
- 2) North 27° 12' 44" East 1030.84 feet (passing into the Southwest quarter of Section 26) to an iron pin set in the center of T.R. 107;
- 3) South 41° 15' 36" East 205.21 feet along the centerline of T.R. 107 to an iron pin set;
- 4) South 52° 54' 46" East 68.34 feet along the centerline of T.R. 107 to an iron pin set;
- 5) South 74° 56' 32" East 93.11 feet along the centerline of T.R. 107 to an iron pin set;
- 6) South 89° 39' 47" East 103.72 feet along the centerline of T.R. 107 to an iron pin set;
- 7) North 75° 47' 58" East 234.14 feet along the centerline of T.R. 107 to an iron pin set;
- 8) North 86° 51' 46" East 131.44 feet along the centerline of T.R. 107 to an iron pin set;
- 9) South 78° 37' 31" East 289.39 feet along the centerline of T.R. 107 to an iron pin set;
- 10) South 30° 47' 48" East 206.99 feet along the centerline of T.R. 107 to a 5/8 inch rebar found;
- 11) South 71° 30' 46" West 845.52 feet to a 5/8 inch rebar found;
- 12) South 09° 53' 10" West 358.97 feet to a 5/8 inch rebar found on the section line and on the Freeport township line;
- 13) North 88° 39' 35" West 640.28 feet along the section line and along the Freeport Township line to The Point of Beginning.

This parcel contains 18.000 acres, of which 0.327 acres are being excepted from this Tract 4, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic T.D. cap marked "Baker 6938". Bearings are from Official Records volume 91, Page 469.

For Tract 4, leaving after said exceptions 36.705 acres.

Auditor's Parcel Number for Tract 4: 30-0000003.201 (Section 32, SE/4)

Prior Reference: Official Records Volume 91 Page 469  
Official Records Volume 109 Page 596  
Official Records Volume 107 Page 460

#### TRACT 5

Being a part of the Southwest Quarter of Section 26, Washington Township, township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 2 of Official Records Book 91, Page 469 (#30-00005).

Described as follows:

Commencing at a 5/8 inch rebar found marking the Southwest corner of the Southwest quarter of Section 26, thence South 88° 39' 35" East 640.28 feet along the section line and along the Freeport township line to an iron pin set the True Point of Beginning.

Thence with the following ten (10) courses:

- 1) North 09° 53' 10" East 358.97 feet to an iron pin set.
- 2) North 71° 30' 46" East 845.52 feet to an iron pin set in the center of T.R. 107;
- 3) South 26° 07' 48" East 208.92 feet along the centerline of T.R. 107 to an iron pin set;
- 4) South 64° 30' 47" East 200.53 feet along the centerline of T.R. 107 to a 5/8 inch rebar found in the center of T.R. 109;
- 5) South 66° 29' 39" West 177.38 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 6) South 71° 22' 39" West 341.95 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 7) South 65° 03' 10" West 117.51 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 8) South 54° 22' 39" West 111.80 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 9) South 27° 02' 09" West 70.83 feet along the centerline of T.R. 109 to a 5/8 inch rebar found on the section line and the Freeport township line;
- 10) North 88° 39' 35" West 420.33 feet along the section line and along the Freeport Township line to the True Place of Beginning.

This parcel contains 8.648 acres, but subject to all highways and easements of record.

RLM TLM

All iron pins set are 5/8 inch rebars with plastic I.D. cap marked "Baker 6938". Bearings are from Plat Volume 82, Page 455.

Auditor's Parcel Number for Tract 5: 30-0000005.204 (Section 26, SW/4)

Prior Reference: Official Records Volume 105 Page 259

#### TRACT 6

Being a part of the Southwest Quarter of Section 26, Washington Township, township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 2 of Official Records Book 91, Page 469 (#30-00005).

Described as follows:

Commencing at a 1/2 inch rebar found marking the Northeast corner of the Southwest quarter of Section 26, thence North 89° 15' 32" West 172.56 feet along the quarter section line to a point in the center of T.R. 106 the True Point of Beginning, witnessed by an iron pin set North 89° 15' 32" West 28.83 feet.

Thence with the following seven (7) courses:

- 1) South 40° 26' 33" West 116.18 feet along the centerline of T.R. 106 to a 5/8 inch rebar found;
- 2) South 16° 38' 43" West 209.25 feet along the centerline of T.R. 106 to a 5/8 inch rebar found;
- 3) South 07° 24' 57" West 149.68 feet along the centerline of T.R. 106 to a 5/8 inch rebar found;
- 4) South 03° 33' 19" East 501.26 feet along the centerline of T.R. 106 to a 5/8 inch rebar found, witnessed by an iron pin found North 88° 39' 35" West 18.63 feet;
- 5) North 88° 39' 35" West 450.00 feet partly along Mark T. and Corinna Stine's (Official Records Volume 92, Page 65) North line to an iron pin set;
- 6) North 07° 27' 48" West 944.10 feet to an iron pin set on the quarter section line;
- 7) South 89° 15' 32" East 696.10 feet along the quarter section line to the True Point of Beginning.

This parcel contains 11.000 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic I.D. cap marked "Baker 6938". Bearings are from Plat Volume 82, Page 455.

Auditor's Parcel Number for Tract 6: 30-0000005.205 (Section 26, SW/4)

Prior Reference: Official Records Volume 105 Page 517

#### TRACT 7

Being a part of the Northwest Quarter of Section 25, Freeport Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 7 of Official Records Book 91 Page 469 (#09-00005.000).

Described as follows:

Commencing at a 5/8 inch rebar found marking the Northwest corner of the Northwest quarter of Section 25, thence South 88° 39' 35" East 640.28 feet along the section line and along the Washington Township line to an iron pin set the True Place of Beginning.

Thence with the following five (5) courses:

- 1) South 88° 39' 35" East 420.33 feet along the section line and along the Washington township line to a 5/8 inch rebar found in the center of T.R. 109;
- 2) South 27° 02' 08" West 88.64 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 3) South 06° 58' 35" West 67.01 feet along the centerline of T.R. 109 to a point, witnessed by an iron pin set North 88° 39' 35" West 20.52 feet;
- 4) North 88° 39' 35" West 397.34 feet to a point in a swamp, witnessed by an iron pin set South 88° 39' 35" East 163.31 feet;
- 5) North 09° 53' 10" East 148.21 feet to the True Place of Beginning.

This parcel contains 1.352 acres, but subject to all highways and easements of record.

LM TLM

All iron pins set are 5/8 inch rebars with a plastic I.D. cap marked "Baker 6938". Bearings are from Plat Volume 82, Page 455.

Auditor's Parcel Number for Tract 7: 09-0000004.204 (Section 25, NW/4)

Prior Reference: Official Records Volume 105 Page 259

End of Exhibit "A"

T.M. Rm



HARRISON COUNTY AUDITOR  
PATRICK J MOORE  
REAL ESTATE TRANSFER BY EK  
CONV.FEE 211.67 EX  
TRAN.FEE 1.2 DATE 11/10/14

201400005054  
Filed for Record in  
HARRISON COUNTY, OHIO  
TRACY L. BOYER, RECORDER  
11-12-2014 At 09:25 am.  
QUIT CLAIM      60.00  
OR Book      223 Page 2831 - 2836

HARRISON COUNTY ENGINEER  
TRANSFER NOT NECESSARY  
DATE 11/10/14 INT CAH

201400005054  
GOLDEN EAGLE RESOURCES LLC  
600 JEFFERSON ST  
SUITE 2000  
HOUSTON TX 77002

**QUIT CLAIM DEED**  
(Statutory Form O.R.C. Section 5302.11)

**DAVID SOEHNLEN and LORI SOEHNLEN, husband and wife**, whose address is 6143 Beth, Navarre, Ohio 44662, (hereinafter referred to as "Grantor", whether one or more) for and in consideration of the sum of TEN AND NO DOLLARS (\$10.00) cash, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver to ROBERT L. MILLER, whose tax-mailing address is: 9171 Beeson St N.E., Louisville, OH 44641, its successors and assigns (hereinafter referred to as "Grantee"), all (100%) of Grantor's right, title, and interest in and to the all of the oil, gas, liquid and gaseous hydrocarbons and non-hydrocarbons, and their constituents and products thereof (collectively referred to hereafter as "Oil and Gas") in, under and related to the lands described on Exhibit "A", which exhibit is attached hereto and made a part hereof, including, without limitation, any leasehold royalty, overriding royalty, or other interests held by Grantor in the Oil and Gas in, under and related to the lands described on said Exhibit "A" (such lands described on attached Exhibit "A" and the Oil and Gas are collectively referred to herein as the "Properties"); together with all of Grantor's rights to use the surface, subsurface and underneath of the land associated with Properties, including, without limitation, rights of ingress, egress and regress for the exploring (including geophysical and exploratory tests such as core drilling and seismic testing), drilling, developing, operating, extracting, exploring and producing of the Oil and Gas; and including the rights to explore (including geophysical and exploratory tests such as core drilling and seismic testing), drill, develop, operate, extract and produce through any of Grantor's Reserved Interests (as defined below). In exercising its rights to explore for and produce minerals, Grantee, and its lessees, successors and assigns, shall consult with Grantor and make reasonable accommodations for any existing use of the surface by Grantor or any future planned use known to Grantee, provided, however, any such accommodations shall not preclude, delay or interfere Grantee or its successors from drilling and operating wells from surface locations on the land. The parties recognize that the land is currently under lease and nothing in this provision affects the rights of the existing lessee under the lease.

Grantor, their heirs, successors and assigns (collectively "Assigns") excepts and reserves from this Deed (defined below):

- a) all other rights to use and enjoy the surface of the Properties not expressly conveyed to Grantee herein;
- b) any and all other mineral interests not specifically conveyed herein;
- c) the right to the use of free gas, if any, under any oil and gas lease covering the Properties, which rights are specially stated to Grantor or their Assigns in said oil and gas lease; and
- d) the right to any payments that may become due and payable, under any oil and gas lease covering any or all of the Properties or otherwise, in exchange for use, disturbance and/or damage to the surface of the Properties; which payments are specially stated to Grantor or their Assigns in said oil and gas lease.

For purposes of this Quit Claim Deed (the "Deed"):

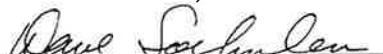
- a) "Oil and Gas Rights" as used hereunder are known and defined as ownership of the all of the oil, gas, liquid and gaseous hydrocarbons and non-hydrocarbons, and their constituents and products thereof, and rights associated therewith to explore for, exploit, produce and market the same located in, on, or under the Properties described on attached Exhibit "A";
- b) By and under this instrument Grantor intends to convey all (100%) interest in and to the Oil and Gas Rights, and by this instrument does convey, to Grantee all such Oil and Gas Rights owned by Grantor as of the Effective Date, it being the intent of the Grantor to convey 71.587 acres of Oil and Gas Rights located in, on, or under the Properties described on the attached Exhibit "A."

Grantor hereby assigns to Grantee all (100%) of Grantor's rights, title and interest in the Oil and Gas under any existing or future oil or gas leases or similar contracts or instruments, subject to the Reserved Interests. The conveyance made herein is subject to any rights now existing under valid and subsisting oil, gas or mineral leases of record related to the Properties (hereinafter the "Leases"). By and under this Deed, Grantee shall receive and shall possess and enjoy a full 100% interest and accompanying rights in and to Grantor's rights and interest in all bonuses, rents, royalties and other benefits that may accrue and be payable under the terms of any Leases insofar as they cover the Oil and Gas located in, on, or under the Properties from and after the Effective Date hereof, subject to the Reserved Interests, precisely as if Grantee had been the owner of the same undivided interest in and to the Oil and Gas on the date of any such Leases, with the Grantee as a lessor therein, subject only to the terms and provisions of the Leases and the Reserved Interests.

Grantor agrees to execute such further assurances as may be required for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens encumbering the Oil and Gas, upon default in payment by Grantor after thirty (30) days prior written notice to Grantor, and be subrogated to the rights of the holder thereof.

Grantor hereby agrees to execute all such further instruments, documents and other necessary assurances as required for the full and complete enjoyment of the rights herein conveyed to Grantee.

EXECUTED AND ACKNOWLEDGED this 6<sup>th</sup> day of November, 2014 (the "Effective Date").

  
David Soehnlen

  
Lori Soehnlen

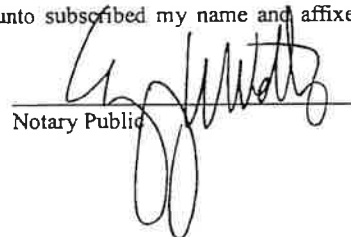
STATE OF OHIO, Stark COUNTY, SS:

BE IT REMEMBERED, that on this 6<sup>th</sup> day of November, 2014, before me the subscriber, a notary public, in and for said state, personally came, David and Lori Soehnlen, husband and wife, the Grantors, who are personally known to me and who acknowledged that they did sign the foregoing Deed and that the same was their free act and deed.

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



Gregory W. Wallin, Attorney At Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Sec. 147.03 R.C.

  
Notary Public

*This instrument prepared by:*  
*Fitzpatrick Zimmerman & Rose Co., L.P.A.*  
*Michael A. Warkall, Esq.*  
*140 Fair Ave., N.W. - P. O. Box 1014*  
*New Philadelphia, OH 44663*

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTIES**

**WHICH IS COMPRISED OF THE FOLLOWING THREE (3) TRACTS (3 TAX PARCELS) CONTAINING A TOTAL OF 71.587 ACRES OF OIL AND GAS RIGHTS**

**TRACT 1**

Being a part of the Southwest Quarter of Section 26, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 2 of Official Records Book 91, Page 469 (#30-00005).

Described as follows:

Commencing at a 1/2 inch rebar found marking the Northeast corner of the Southwest quarter of Section 26, thence North 89° 15' 32" West 868.66 feet along the quarter section line to a 5/8 inch rebar found True Point of Beginning. Thence with the following thirteen (13) courses:

- 1) South 07° 27' 48" East 944.10 feet to a 5/8 inch rebar found;
- 2) South 88° 39' 35" East 100.00 feet to a 5/8 inch rebar found;
- 3) South 00° 03' 16" East 1202.77 feet along Mark T. & Corina Stine's (Official Records Volume 92, Page 65) West line to a point in the center of T.R. 109, witnessed by a 5/8 inch rebar found North 00° 03' 16" West 14.01 feet;
- 4) South 60° 37' 00" West 173.36 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 5) South 70° 00' 37" West 204.08 feet along the centerline of T.R. 109 to a 5/8 inch rebar found at the intersection of T.R. 109 and T.R. 107;
- 6) North 64° 30' 47" West 200.53 feet along the centerline of T.R. 107 to a 5/8 inch rebar found;
- 7) North 26° 07' 48" West 208.92 feet along the centerline of T.R. 107 to a 5/8 inch rebar found;
- 8) North 30° 47' 48" West 206.99 feet along the centerline of T.R. 107 to an iron pin set;
- 9) North 76° 22' 16" East 198.36 feet to an iron pin set;
- 10) North 83° 46' 19" East 232.25 feet to an iron pin set;
- 11) North 28° 49' 43" West 1619.19 feet to an iron pin set;
- 12) North 02° 06' 47" West 365.41 feet to an iron pin set on the quarter section line;
- 13) South 89° 15' 32" East 868.76 feet along the quarter section line to the True Point of Beginning.

**This parcel contains 34.255 acres,** but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic I.D. cap marked "Baker 6938". Bearings are from Official Records volume 91, Page 469.

**Auditor's Parcel Number for Tract 1:** 30-0000005.206 (Section 26, SW/4)

**Prior Reference:** Official Records Volume 107 Page 460

**TRACT 2**

Being a part of the Southwest Quarter of Section 26, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio also being a part (17.673 acres) of the lands conveyed unto Robert L. Miller in Tract 2 of Official Records Book 91, Page 469 (#30-00005) and a part (0.327 acres) of the lands conveyed unto Robert L. Miller in Tract 6 of Official Records Book 91 Page 469 (#30-00003).

Described as follows:

Beginning at a 5/8 inch rebar found marking the Southeast corner of the Southwest quarter of Section 32 the True Place of Beginning.

Thence with the following thirteen (13) courses:

- 1) North 50° 54' 53" West 127.75 feet to an iron pin set;
- 2) North 27° 12' 44" East 1030.84 feet (passing into the Southwest quarter of Section 26) to an iron pin set in the center of T.R. 107;
- 3) South 41° 15' 36" East 205.21 feet along the centerline of T.R. 107 to an iron pin set;
- 4) South 52° 54' 46" East 68.34 feet along the centerline of T.R. 107 to an iron pin set;
- 5) South 74° 56' 32" East 93.11 feet along the centerline of T.R. 107 to an iron pin set;
- 6) South 89° 39' 47" East 103.72 feet along the centerline of T.R. 107 to an iron pin set;
- 7) North 75° 47' 58" East 234.14 feet along the centerline of T.R. 107 to an iron pin set;
- 8) North 86° 51' 46" East 131.44 feet along the centerline of T.R. 107 to an iron pin set;
- 9) South 78° 37' 31" East 289.39 feet along the centerline of T.R. 107 to an iron pin set;
- 10) South 30° 47' 48" East 206.99 feet along the centerline of T.R. 107 to a 5/8 inch rebar found;
- 11) South 71° 30' 46" West 845.52 feet to a 5/8 inch rebar found;
- 12) South 09° 53' 10" West 358.97 feet to a 5/8 inch rebar found on the section line and on the Freeport township line;
- 13) North 88° 39' 35" West 640.28 feet along the section line and along the Freeport Township line to The Point of Beginning.

This parcel contains 18.000 acres, but subject to all highways and easements of record.

**Auditor's Parcel Number for Tract 2:** 30-0000005.207 (Section 26, SW/4)

**Prior Reference:** Official Records Volume 107 Page 460

### TRACT 3

Being a part of the northwest quarter of Section 25, Freeport Township, Township 12 North, Range 7 West, Harrison County, Ohio also being a part of the lands conveyed unto Robert L. Miller in Tract 7 of O.R. Book 91 page 469 (#09-00004).

Described as follows:

Commencing at a 5/8 rebar found marking the northwest corner of the northwest quarter of Section 25, thence South 01° 01' 00" West 876.00 feet along the section line to an iron pin set the True Place of Beginning.

Thence with the following six (6) courses.

- 1) South 88° 39' 35" East 1089.02 feet to a point in the center of T.R. 109, witnessed by an iron pin set North 88° 39' 35" West 15.66 feet;
- 2) South 21° 22' 07" East 472.09 feet along the centerline of T.R. 109 to 5/8 inch rebar found;
- 3) South 11° 44' 55" West 114.51 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 4) South 25° 22' 31" West 168.84 feet along the centerline of T.R. 109 to a point, witnessed by an iron pin set North 88° 39' 35" West 24.04 feet;
- 5) North 88° 39' 35" West 1177.85 feet to an iron pin set on the section line;
- 6) North 01° 01' 00" East 702.33 feet along the section line to the True Point of Beginning.

This parcel contains 19.332 acres, but subject to all highways and easements of record.



The above described 19.332 acre parcel is subject to a 30 foot easement for the purpose of ingress and egress described as follows:

Being a part of the northwest quarter of Section 25, Freeport Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 7 of O.R. Book 91 Page 469 (#09-00004).

Beginning at a 1/2 inch rebar found at the intersection of T.R. 109 and T.R. 108 marking the southwest corner of the northwest quarter of Section 25, thence North 01° 01' 00" East 1128.56 feet along the section line to an iron pin set, thence South 88° 39' 35" East 347.78 feet along the South line of the above described 19.332 acre parcel to a point, the True Point of Beginning.

Thence with the following five (5) courses along the centerline of said 30 foot easement:

- 1) North 27° 14' 48" East 35.37 feet to a point;
- 2) North 18° 07' 01" West 178.91 feet to a point;
- 3) North 11° 08' 59" East 188.90 feet to a point;
- 4) North 05° 48' 43" West 99.51 feet to a point;
- 5) North 18° 57' 00" West 231.28 feet to a point on the North line of the above described 19.332 acre parcel and There Ends.

The Grantors grant unto the Grantees, their heirs assigns, a 30 foot easement for the purpose of ingress and egress described as follows:

Being a part of the northwest quarter of section 25, Freeport Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 7 of O.R. Book 91 Page 469 (#09-00004).

Beginning at a 1/2, inch rebar found at the intersection of T.R. 109 and T.R. 108 marking the southwest corner of the northwest quarter of Section 25, thence North 01° 01' 00" East 730.12 feet along the section line and along the centerline of T.R. 108 to a point, the True Point of Beginning.

Thence North 45° 45' 44" East 430.58 feet along the centerline of said 30 foot easement to a point;

Thence North 27° 14' 48" East 101.07 feet along the centerline of said 30 foot easement to a point on the South line of the above described 19.322 acre parcel and There Ends.

All iron pins set are 5/8 inch rebars with a plastic J.D. cap marked "Baker 6938". Bearings are from O.R. Volume 91 Page 469.

**Auditor's Parcel Number for Tract 3:** 09-0000004.202 (Section 25, NW/4)

**Prior Reference:** Official Records Volume 107 Page 463

HARRISON COUNTY AUDITOR  
PATRICK J MOORE  
REAL ESTATE TRANSFER BY *PK*  
CONV.FEE 1245.00 EX  
TRAN.FEE 1.50 DATE 11-10-14

201400005055  
Filed for Record in  
HARRISON COUNTY, OHIO  
TRACY L. BOYER, RECORDER  
11-12-2014 At 09:25 am.  
MINERALDEED 60.00  
OR Book 223 Page 2837 - 2842

HARRISON COUNTY ENGINEER  
TRANSFER NOT NECESSARY  
DATE 11/10/14 INT. CAH

201400005055  
GOLDEN EAGLE RESOURCES LLC  
600 JEFFERSON ST  
SUITE 2000  
HOUSTON TX 77002

**GENERAL WARRANTY MINERAL DEED**

STATE OF OHIO                   §  
  §     **KNOW ALL MEN BY THESE PRESENTS;**  
COUNTY OF HARRISON       §

That, **Robert L. Miller, married to Theresa L. Miller**, whose address is 9171 Beeson Street Northeast, Louisville, Ohio 44641, (hereinafter referred to as "**Grantor**") for and in consideration of the sum of TEN AND NO DOLLARS (\$10.00) cash, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver with general warranty to **GOLDEN EAGLE RESOURCES, LLC**, whose address is 600 Jefferson Street, Suite 2000, Houston, Texas 77002, its successors and assigns (hereinafter referred to as "**Grantee**"), an undivided interest in 57.270 net mineral acres of 71.587 gross mineral acres, more or less (80.000% of Grantor's right, title and interest, as of Effective Date) in and to the oil and natural gas and all associated parts, components, and products, as well as all appurtenant rights thereto in, under and related to the lands described on Exhibit "A", which exhibit is attached hereto and made a part hereof, including, without limitation, any leasehold royalty, overriding royalty, or other interests held by Grantor in the oil, natural gas, and rights related to the lands described on said Exhibit "A" (such lands described on attached Exhibit "A" and the oil and natural gas related thereto are collectively referred to herein as the "**Properties**"); together with all of Grantor's rights to use the surface, subsurface and underneath of the land associated with Properties, including, without limitation, rights of ingress, egress and regress for the exploring (including geophysical and exploratory tests such as core drilling and seismic testing), drilling, developing, operating, extracting, exploring and producing of the Properties; and including the rights to explore (including geophysical and exploratory tests such as core drilling and seismic testing), drill, develop, operate, extract and produce through any of Grantor's excepted and reserved minerals, subject, however, to Grantor having such right and to the right of the Grantor, his heirs, successors and assigns, to receive reasonable damages in connection with such use of the Properties by Grantee. For clarity, if the Properties are less than 71.587 gross mineral acres, then the Grantee's interest will remain an undivided 57.270 mineral acres of the Grantor's reduced gross mineral acreage, resulting in an increase in Grantee's undivided 80.000% interest.

Grantor, his heirs, successors and assigns excepts and reserves all other rights to use and enjoy the surface of the Properties not expressly conveyed to Grantee herein.

For purposes of this General Warranty Mineral Deed (the "**Deed**"):

- a) "**Mineral Rights**" as used hereunder are known and defined as ownership of the oil and gas rights and rights associated therewith to explore for, exploit, produce and market - including but not limited to oil, gas (including, but not limited to methane, gob gas, occluded methane/natural gas, and all associated natural gas), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon (but excluding coal and coal bed methane); and condensate located in, on, or under the Properties described on attached Exhibit "A";

*RLM*  
*TLN*

b) By and under this instrument Grantor intends to convey an undivided eighty percent (80.000%) interest in and to the Mineral Rights, and by this instrument does convey, to Grantee all such Mineral Rights of whatsoever nature in the Properties as of the Effective Date hereof that Grantor owns in **Freeport and Washington Townships, Harrison County, Ohio**, whether or not the same are specifically enumerated on attached Exhibit "A" and regardless of whether or not such Properties may be subject to any applicable Leases as defined herein;

Grantor hereby assigns to Grantee the greater of (i) the percentage of 57.270 over the acres of the Properties or (ii) eighty percent (80.000%) of Grantor's rights, title and interest in the Properties as a lessor under any existing or future oil, gas or mineral leases or similar contracts or instruments. The conveyance made herein is subject to any rights now existing under valid and subsisting oil, gas or mineral leases of record related to the Properties (hereinafter the "Leases"). By and under this Deed, Grantee shall receive and shall possess and enjoy a full undivided interest of the greater of (i) the percentage of 57.270 over the acres of the Properties or (ii) eighty percent (80.000%) and accompanying rights in and to Grantor's rights and interest in all bonuses, rents, royalties and other benefits that may accrue and be payable under the terms of any Leases insofar as they cover the Properties from and after the Effective Date hereof, precisely as if Grantee had been the owner of the same undivided oil and gas interest in and to the Properties on the date of any such Leases, with the Grantee as a lessor therein, subject only to the terms and provisions of the Leases.

Grantor agrees to execute such further assurances as may be required for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD the Properties with all and singular the rights, privileges, and appurtenances thereunto or belonging to Grantor, Grantor's heirs, successors, personal representatives, administrators, executors, and assigns forever and does hereby agree to defend all and singular Properties unto the said Grantee herein, its successor and assigns against every person whosoever claiming or to claim the same or any part thereof. Grantor hereby further conveys and transfers to Grantee any after acquired title rights and agrees to execute all such further instruments, documents and other necessary assurances as required for the full and complete enjoyment of the rights herein conveyed to Grantee.

And for valuable consideration **Theresa L. Miller**, spouse of **Robert L. Miller**, does hereby remise, release and forever quit claim unto the said grantee **GOLDEN EAGLE RESOURCES, LLC**, its successors and assigns, all his/her right and expectancy of dower in the premises described on Exhibit A.

RLM  
TLM

This Deed is effective for all purposes as of the 10th day of September, 2014 (the "Effective Date") and is executed on the date set forth in the Notary acknowledgement below.

GRANTOR:

GRANTOR (signing for sole purpose of releasing dower):

By: Robert L. Miller  
Signature of Robert L. Miller

By: Theresa L. Miller  
Signature of Theresa L. Miller

STATE OF Ohio )  
COUNTY OF Stark )

On this 8<sup>th</sup> day of November 2014, the foregoing instrument (Deed) was signed and acknowledged personally before me, a Notary Public in and for such State, by Robert L. Miller, Grantor, and Theresa L. Miller, his wife, acting in their capacity as such Grantor by their free will and actions.

Witness my hand and official seal.



MICHAEL A. WARKALL,  
Attorney at Law

Michael A. Warkall  
Notary Public

Notary Public, State of Ohio  
My Commission Expires 06/28/15  
Section 447.03 O.R.C.

This instrument prepared by and upon recording please return Deed to:  
Golden Eagle Resources, LLC  
c/o Samantha McAshan  
600 Jefferson Street, Suite 2000  
Houston, Texas 77002

RLM  
TLM

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTIES**

**WHICH IS COMPRISED OF THE FOLLOWING EIGHT  
(3) TRACTS (3 TAX PARCELS) CONTAINING A  
TOTAL OF 71.587 ACRES OF MINERAL RIGHTS**

Situated in the Townships of Freeport and Washington, County of Harrison and State of Ohio:

**PARCEL 1**

Being a part of the Southwest Quarter of Section 26, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 2 of Official Records Book 91, Page 469 (#30-00005).

Described as follows:

Commencing at a 1/2 inch rebar found marking the Northeast corner of the Southwest quarter of Section 26, thence North 89° 15' 32" West 868.66 feet along the quarter section line to a 5/8 inch rebar found True Point of Beginning.

Thence with the following thirteen (13) courses:

- 1) South 07° 27' 48" East 944.10 feet to a 5/8 inch rebar found;
- 2) South 88° 39' 35" East 100.00 feet to a 5/8 inch rebar found;
- 3) South 00° 03' 16" East 1202.77 feet along Mark T. & Corina Stine's (Official Records Volume 92, Page 65) West line to a point in the center of T.R. 109, witnessed by a 5/8 inch rebar found North 00° 03' 16" West 14.01 feet;
- 4) South 60° 37' 00" West 173.36 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 5) South 70° 00' 37" West 204.08 feet along the centerline of T.R. 109 to a 5/8 inch rebar found at the intersection of T.R. 109 and T.R. 107;
- 6) North 64° 30' 47" West 200.53 feet along the centerline of T.R. 107 to a 5/8 inch rebar found;
- 7) North 26° 07' 48" West 208.92 feet along the centerline of T.R. 107 to a 5/8 inch rebar found;
- 8) North 30° 47' 48" West 206.99 feet along the centerline of T.R. 107 to an iron pin set;
- 9) North 76° 22' 16" East 198.36 feet to an iron pin set;
- 10) North 83° 46' 19" East 232.25 feet to an iron pin set;
- 11) North 28° 49' 43" West 1619.19 feet to an iron pin set;
- 12) North 02° 06' 47" West 365.41 feet to an iron pin set on the quarter section line;
- 13) South 89° 15' 32" East 868.76 feet along the quarter section line to the True Point of Beginning.

This parcel contains 34.255 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic T.D. cap marked "Baker 6938". Bearings are from Official Records volume 91, Page 469.

**Auditor's Parcel Number for Tract 1:** 30-0000005.206 (Section 26, SW/4)

**Prior Reference:** Official Records Volume 107 Page 460, Official Records Volume 223 Page 2831 2836

**PARCEL 2**

Being a part of the Southwest Quarter of Section 26, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio also being a part (17.673 acres) of the lands conveyed unto Robert L. Miller in Tract 2 of Official Records Book 91, Page 469 (#30-00005) and a part (0.327 acres) of the lands conveyed unto Robert L. Miller in Tract 6 of Official Records Book 91 Page 469 (#30-00003).

Described as follows:

Beginning at a 5/8 inch rebar found marking the Southeast corner of the Southwest quarter of Section 32 the True Place of Beginning.

RLM  
TLN



Thence with the following thirteen (13) courses:

- 1) North 50° 54' 53" West 127.75 feet to an iron pin set;
- 2) North 27° 12' 44" East 1030.84 feet (passing into the Southwest quarter of Section 26) to an iron pin set in the center of T.R. 107;
- 3) South 41° 15' 36" East 205.21 feet along the centerline of T.R. 107 to an iron pin set;
- 4) South 52° 54' 46" East 68.34 feet along the centerline of T.R. 107 to an iron pin set;
- 5) South 74° 56' 32" East 93.11 feet along the centerline of T.R. 107 to an iron pin set;
- 6) South 89° 39' 47" East 103.72 feet along the centerline of T.R. 107 to an iron pin set;
- 7) North 75° 47' 58" East 234.14 feet along the centerline of T.R. 107 to an iron pin set;
- 8) North 86° 51' 46" East 131.44 feet along the centerline of T.R. 107 to an iron pin set;
- 9) South 78° 37' 31" East 289.39 feet along the centerline of T.R. 107 to an iron pin set;
- 10) South 30° 47' 48" East 206.99 feet along the centerline of T.R. 107 to a 5/8 inch rebar found;
- 11) South 71° 30' 46" West 845.52 feet to a 5/8 inch rebar found;
- 12) South 09° 53' 10" West 358.97 feet to a 5/8 inch rebar found on the section line and on the Freeport township line;
- 13) North 88° 39' 35" West 640.28 feet along the section line and along the Freeport Township line to The Point of Beginning.

This parcel contains 18.000 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic T.D. cap marked "Baker 6938". Bearings are from Official Records volume 91, Page 469.

Auditor's Parcel Number for Tract 2: 30-0000005.207 (Section 26, SW/4)

Prior Reference: Official Records Volume 107 Page 460, Official Records Volume 223 Page 2831 - 2836

**PARCEL 3**

Being a part of the northwest quarter of Section 25, Freeport Township, Township 12 North, Range 7 West, Harrison County, Ohio also being a part of the lands conveyed unto Robert L. Miller in Tract 7 of O.R. Book 91 page 469 (#09-00004).

Described as follows:

Commencing at a 5/8 rebar found marking the northwest corner of the northwest quarter of Section 25, thence South 01° 01' 00" West 876.00 feet along the section line to an iron pin set the True Place of Beginning.

Thence with the following six (6) courses.

- 1) South 88° 39' 35" East 1089.02 feet to a point in the center of T.R. 109, witnessed by an iron pin set North 88° 39' 35" West 15.66 feet;
- 2) South 21° 22' 07" East 472.09 feet along the centerline of T.R. 109 to 5/8 inch rebar found;
- 3) South 11° 44' 55" West 114.51 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 4) South 25° 22' 31" West 168.84 feet along the centerline of T.R. 109 to a point, witnessed by an iron pin set North 88° 39' 35" West 24.04 feet;
- 5) North 88° 39' 35" West 1177.85 feet to an iron pin set on the section line;
- 6) North 01° 01' 00" East 702.33 feet along the section line to the True Point of Beginning.

This parcel contains 19.332 acres, but subject to all highways and easements of record.

The above described 19.332 acre parcel is subject to a 30 foot easement for the purpose of ingress and egress described as follows:

Being a part of the northwest quarter of Section 25, Freeport Township, T-12 N, R-7 W, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 7 of O.R. Book 91 Page 469 (#09-00004).

Beginning at a 1/2 inch rebar found at the intersection of T.R. 109 and T.R. 108 marking the southwest corner of the northwest quarter of Section 25, thence North 01° 01' 00" East 1128.56 feet along the

RLM  
TLM

section line to an iron pin set, thence South 88° 39' 35" East 347.78 feet along the South line of the above described 19.332 acre parcel to a point, the True Point of Beginning.

Thence with the following five (5) courses along the centerline of said 30 foot easement:

- 1) North 27° 14' 48" East 35.37 feet to a point;
- 2) North 18° 07' 01" West 178.91 feet to a point;
- 3) North 11° 08' 59" East 188.90 feet to a point;
- 4) North 05° 48' 43" West 99.51 feet to a point;
- 5) North 18° 57' 00" West 231.28 feet to a point on the North line of the above described 19.332 acre parcel and There Ends.

The Grantors grant unto the Grantees, their heirs assigns, a 30 foot easement for the purpose of ingress and egress described as follows:

Being a part of the northwest quarter of section 25, Freeport Township, T-12 N, R-7 W, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 7 of O.R. Book 91 Page 469 (#09-00004).

Beginning at a ½ inch rebar found at the intersection of T.R. 109 and T.R. 108 marking the southwest corner of the northwest quarter of Section 25, thence North 01° 01' 00" East 730.12 feet along the section line and along the centerline of T.R. 108 to a point, the True Point of Beginning.

Thence North 45° 45' 44" East 430.58 feet along the centerline of said 30 foot easement to a point;

Thence North 27° 14' 48" East 101.07 feet along the centerline of said 30 foot easement to a point on the South line of the above described 19.322 acre parcel and There Ends.

All iron pins set are 5/8 inch rebars with a plastic I.D. cap marked "Baker 6938". Bearings are from O.R. Volume 91 Page 469.

**Auditor's Parcel Number for Tract 3:** 09-0000004.202 (Section 25, NW/4)

**Prior Reference:** Official Records Volume 107 Page 463, Official Records Volume 223 Page 2831 -

**End of Exhibit "A"**

2836

*Run  
T.M.*

HARRISON COUNTY AUDITOR  
PATRICK J. MOORE  
REAL ESTATE TRANSFER BY JEH  
CONV.FEE 1250.67 EX  
TRAN.FEE 2.50 DATE 11-12-14

201400005056  
Filed for Record in  
HARRISON COUNTY, OHIO  
TRACY L. BOYER, RECORDER  
11-12-2014 At 09:25 am.  
WARRANTY D 68.00  
OR Book 223 Page 2843 - 2849

HARRISON COUNTY ENGINEER  
TRANSFER NOT NECESSARY  
DATE 11/10/14 INT. CAH

201400005056  
GOLDEN EAGLE RESOURCES LLC  
600 JEFFERSON ST  
SUITE 2000  
HOUSTON TX 77002

**GENERAL WARRANTY MINERAL DEED**

STATE OF OHIO

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF HARRISON

That, **Robert L. Miller, married to Theresa L. Miller**, whose address is 9171 Beeson Street Northeast, Louisville, Ohio 44641, (hereinafter referred to as "**Grantor**") for and in consideration of the sum of TEN AND NO DOLLARS (\$10.00) cash, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver with general warranty to **GOLDEN EAGLE RESOURCES, LLC**, whose address is 600 Jefferson Street, Suite 2000, Houston, Texas 77002, its successors and assigns (hereinafter referred to as "**Grantee**"), an undivided interest in 73.569 net mineral acres of 91.961 gross mineral acres, more or less (80.000% of Grantor's right, title and interest, as of Effective Date) in and to the oil and natural gas and all associated parts, components, and products, as well as all appurtenant rights thereto in, under and related to the lands described on Exhibit "A", which exhibit is attached hereto and made a part hereof, including, without limitation, any leasehold royalty, overriding royalty, or other interests held by Grantor in the oil, natural gas, and rights related to the lands described on said Exhibit "A" (such lands described on attached Exhibit "A" and the oil and natural gas related thereto are collectively referred to herein as the "**Properties**"); together with all of Grantor's rights to use the surface, subsurface and underneath of the land associated with Properties, including, without limitation, rights of ingress, egress and regress for the exploring (including geophysical and exploratory tests such as core drilling and seismic testing), drilling, developing, operating, extracting, exploring and producing of the Properties; and including the rights to explore (including geophysical and exploratory tests such as core drilling and seismic testing), drill, develop, operate, extract and produce through any of Grantor's excepted and reserved minerals, subject, however, to Grantor having such right and to the right of the Grantor, his heirs, successors and assigns, to receive reasonable damages in connection with such use of the Properties by Grantee and further subject to any rights of lessees and lessors under existing Leases (defined below). For clarity, if the Properties are less than 91.961 gross mineral acres, then the Grantee's interest will remain an undivided 73.569 mineral acres of the Grantor's reduced gross mineral acreage, resulting in an increase in Grantee's undivided 80.000% interest.

Grantor, his heirs, successors and assigns excepts and reserves all other rights to use and enjoy the surface of the Properties not expressly conveyed to Grantee herein.

For purposes of this General Warranty Mineral Deed (the "**Deed**"):

- a) "**Mineral Rights**" as used hereunder are known and defined as ownership of the oil and gas rights and rights associated therewith to explore for, exploit, produce and market - including but not limited to oil, gas (including, but not limited to methane, gob gas, occluded methane/natural gas, and all associated natural gas), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon (but excluding coal and coal bed methane); and condensate located in, on, or under the Properties described on attached Exhibit "A";

TLM RLM

b) By and under this instrument Grantor intends to convey an undivided eighty percent (80.000%) interest in and to the Mineral Rights, and by this instrument does convey, to Grantee all such Mineral Rights of whatsoever nature in the Properties as of the Effective Date hereof that Grantor owns in **Freeport and Washington Townships, Harrison County, Ohio**, whether or not the same are specifically enumerated on attached Exhibit "A" and regardless of whether or not such Properties may be subject to any applicable Leases as defined herein;

Grantor hereby assigns to Grantee the greater of (i) the percentage of 73.569 over the acres of the Properties or (ii) eighty percent (80.000%) of Grantor's rights, title and interest in the Properties as a lessor under any existing or future oil, gas or mineral leases or similar contracts or instruments. The conveyance made herein is subject to any rights now existing under valid and subsisting oil, gas or mineral leases of record related to the Properties (hereinafter the "**Leases**"). By and under this Deed, Grantee shall receive and shall possess and enjoy a full undivided interest of the greater of (i) the percentage of 73.569 over the acres of the Properties or (ii) eighty percent (80.000%) and accompanying rights in and to Grantor's rights and interest in all bonuses, rents, royalties and other benefits that may accrue and be payable under the terms of any Leases insofar as they cover the Properties from and after the Effective Date hereof, precisely as if Grantee had been the owner of the same undivided oil and gas interest in and to the Properties on the date of any such Leases, with the Grantee as a lessor therein, subject only to the terms and provisions of the Leases.

Grantor is conveying the Mineral Rights subject to the rights of the surface owners of the Properties in and to the Mineral Rights relating to those Properties, and the same and only the same are exempted from the Grantor's general warranties provided herein.

Grantor agrees to execute such further assurances as may be required for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD the Properties with all and singular the rights, privileges, and appurtenances thereunto or belonging to Grantor, Grantor's heirs, successors, personal representatives, administrators, executors, and assigns forever and does hereby agree to defend all and singular Properties unto the said Grantee herein, its successor and assigns against every person whosoever claiming or to claim the same or any part thereof. Grantor hereby further conveys and transfers to Grantee any after acquired title rights and agrees to execute all such further instruments, documents and other necessary assurances as required for the full and complete enjoyment of the rights herein conveyed to Grantee.

And for valuable consideration **Theresa L. Miller**, spouse of **Robert L. Miller**, does hereby remise, release and forever quit claim unto the said grantee **GOLDEN EAGLE RESOURCES, LLC**, its successors and assigns, all his/her right and expectancy of dower in the premises described on Exhibit A.

RLM  
TLM

This Deed is effective for all purposes as of the 10th day of September, 2014 (the "Effective Date") and is executed on the date set forth in the Notary acknowledgement below.

GRANTOR:

GRANTOR (signing for sole purpose of releasing dower):

By: Robert L. Miller  
Signature of Robert L. Miller

By: Theresa L. Miller  
Signature of Theresa L. Miller

STATE OF OHIO )  
COUNTY OF STARK )

On this 8th day of November 2014, the foregoing instrument (Deed) was signed and acknowledged personally before me, a Notary Public in and for such State, by Robert L. Miller, Grantor, and Theresa L. Miller, his wife, acting in their capacity as such Grantor by their free will and actions.

Witness my hand and official seal.



MICHAEL A. WARKALL  
Attorney at Law

Notary Public, State of Ohio

My Commission Expires 12/31/15  
Section 447.03 O.R.C.

Michael A. Warkall  
Notary Public

**This instrument prepared by and upon recording please return Deed to:**  
Golden Eagle Resources, LLC  
c/o Samantha McAshan  
600 Jefferson Street, Suite 2000  
Houston, Texas 77002

TLM / cum



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTIES**

**WHICH IS COMPRISED OF THE FOLLOWING EIGHT  
(5) TRACTS (5 TAX PARCELS) CONTAINING A  
TOTAL OF 91.961 ACRES OF MINERAL RIGHTS**

Situated in the Townships of Freeport and Washington, County of Harrison and State of Ohio:

**PARCEL 1**

Being a part of the Southwest Quarter of Section 26, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto American Woodlands in the first tract of Official Records Book 82, Page 455.

Described as follows:

Beginning at a ½ inch rebar found marking the Northeast Corner of the Southwest Quarter of Section 26 the True Point of Beginning.

Thence with the following nine (9) courses:

- 1) South 01° 15' 12" West 1487.27 feet along the quarter section line to a point in the center of T.R. 106, witnessed by an iron pin set North 01° 15' 12" East 27.57 feet;
- 2) North 52° 47' 00" West 123.55 feet along the centerline of T.R. 106 to an iron pin set;
- 3) North 37° 14' 25" West 187.13 feet along the centerline of T.R. 106 to an iron pin set;
- 4) North 08° 59' 58" West 331.90 feet along the centerline of T.R. 106 to an iron pin set;
- 5) North 03° 33' 19" West 501.26 feet along the centerline of T.R. 106 to an iron pin set;
- 6) North 07° 24' 57" East 149.68 feet along the centerline of T.R. 106 to an iron pin set;
- 7) North 16° 38' 43" East 209.25 feet along the centerline of T.R. 106 to an iron pin set;
- 8) North 40° 26' 33" East 116.18 feet along the centerline of T.R. 106 to a point on the quarter section line, witnessed by an iron pin set South 89° 15' 32" East 38.63 feet;
- 9) South 89° 15' 32" East 172.56 feet along the quarter section line to the True Point of Beginning.

This parcel contains 8.621 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic I.D. cap marked "Baker 6938". Bearings are from Official Records Volume 82, Page 455.

**Auditor's Parcel Number for Tract 1:** 30-0000005.202 (Section 26, SW/4)

**Prior Reference:** Official Records Volume 121 Page 715

**PARCEL 2**

Being a part of the Southeast Quarter of Section 32, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of Tract 3 (25.334 acres #30-00004.000), and a part of Tract 4 (11.704 acres #30-00004.001) and a part of Tract 6 (6.561 acres #30-00003.001) of the lands conveyed unto Robert Miller in Official Records Book 91, Page 469.

Described as follows:

Commencing at a 5/8 inch rebar found marking the Southeast corner of the Southeast quarter of Section 32 the True Point of Beginning.

Thence with the following seven (7) courses:

- 1) North 89° 35' 10" West 2148.25 feet along the section line and along the Freeport Township line to an iron pin set;
- 2) North 00° 55' 05" East 2085.10 feet along Mary M. Bardall and Richard Bardall's (Official Records Volume 15, Page 971) East line to an iron pin set;

TLM KLM

- 3) South 32° 35' 11" East 1629.78 feet to an iron pin set;
- 4) South 77° 35' 17" East 862.26 feet to an iron pin set;
- 5) South 40° 24' 39" East 250.83 feet to an iron pin set;
- 6) South 26° 13' 46" East 301.29 feet to a 5/8 inch rebar found;
- 7) South 50° 54' 52" East 127.75 feet to the True Point of Beginning.

This parcel contains 43.599 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with plastic I.D. cap marked "Baker 6938". Bearings are from Plat Volume 82, Page 455.

**Auditor's Parcel Number for Tract 2:** 30-0000003.203 (Section 32, SE/4)

**Prior Reference:** Official Records Volume 109 Page 596

### PARCEL 3

Being a part of the northeast quarter of Section 31, Freeport Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto American Woodlands in the sixth of O.R. Book 82 page 455.

Described as follows:

Commencing at an iron pin set marking the northeast corner of the northeast quarter of Section 31, thence North 89° 35' 10" West 1546.20 feet along the section line and along the Washington township line to an iron pin set the True Place of Beginning.

Thence with the following (4) courses:

- 1) South 01° 01' 00" West 471.95 feet to a point in the center of T.R. 108, witnessed by an iron pin set North 01° 01' 00" East 23.12 feet;
- 2) North 39° 15' 39" West 256.86 feet along the centerline of T.R. 108 to a point;
- 3) North 47° 53' 58" East 412.34 feet along the centerline of T.R. 108 to an iron pin set on the section line and on the Washington township line;
- 4) South 89° 35' 10" East 476.88 feet along the section line and along the Washington Township line to the true point of beginning.

This parcel contains 2.401 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic I.D. cap marked "Baker 6938". Bearings are from O.R. Volume 82 Page 455.

This survey made and description prepared by Jamie D. Darr PS 7755 November 21, 2000.

**Auditor's Parcel Number for Tract 3:** 30-0000237.202 (Section 31, NE/4)

**Prior Reference:** Official Records Volume 109 Page 596

### PARCEL 4

Being a part of the northwest quarter of Section 25, Freeport Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 7 of O.R. Book 91 page 469 (#09-00005).

Described as follows:

Beginning at a 5/8 inch rebar found marking the northwest corner of the northwest quarter of Section 25 the True Point of Beginning.

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Thence with the following nine (9) courses:

- 1) South 88° 39' 35" East 640.28 feet along the section line and along the Washington township line to a 5/8 inch rebar found;
- 2) South 09° 53' 10" West 148.21 feet to a point in swamp, witnessed by a 5/8 inch rebar found South 88° 39' 35" East 163.3 feet;
- 3) South 88° 39' 35" East 397.34 feet to a point in the center of T.R. 109, witnessed by a 5/8 inch rebar found North 88° 39' 35" West 20.52 feet;
- 4) South 06° 58' 35" West 95.14 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 5) South 02° 02' 41" East 340.66 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 6) South 09° 32' 05" East 250.64 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 7) South 21° 22' 07" East 52.62 feet along the centerline of T.R. 109 to a point, witnessed by an iron pin set North 88° 39' 35" West 15.66 feet;
- 8) North 88° 39' 35" West 1089.02 feet to an iron pin set on the section line;
- 9) North 01° 01' 00" East 876.00 feet along the section line to the True Point of Beginning.

**This parcel contains 19.340 acres**, but subject to all highways and easements of record.

The Grantors grant unto the Grantees, their heirs and assigns, a 30 foot easement for the purpose of ingress and egress described as follows:

Being a part of the northwest quarter of Section 25, Freeport Township, T-12 N, R-7 W, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 7 of O.R. Book 91 Page 469 (#09-00005).

Beginning at a ½ inch rebar found at the intersection of T.R. 109 and T.R. 108 marking the southwest corner of the northwest quarter of Section 25, thence North 01° 01' 00" East 730.12 feet along the section line and along the centerline of T.R. 108 to a point, the True Point of Beginning.

Thence with the following six (6) courses along the centerline of said 30 foot easement:

- 1) North 45° 45' 44" East 430.58 feet to a point;
- 2) North 27° 14' 48" East 136.44 feet to a point;
- 3) North 18° 07' 01" East 178.91 feet to a point;
- 4) North 11° 08' 59" East 188.90 feet to a point;
- 5) North 05° 48' 43" West 99.51 feet to a point;
- 6) North 18° 57' 00" West 231.28 feet to a point on the South line of the above described 19.340 acre parcel and There Ends.

All iron pins set are 5/8 inch rebars with a plastic I.D. cap marked "Baker 6938". Bearings are from O.R. Volume 91 Page 469.

**Auditor's Parcel Number for Tract 4:** 09-0000004.205 (Section 25, NW/4)

**Prior Reference:** Official Records Volume 107 Page 463

#### **PARCEL 5**

Being a part of the northwest quarter of Section 25, Freeport Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in tract 7 of O.R. Book 91 page 469 (#09-00005).

Described as follows:

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Beginning at a ½ inch rebar found at the intersection of T.R. 109 and T.R. 108 marking the southwest corner of the northwest quarter of section 25 the True Point of Beginning.

Thence with the following ten (10) courses:

- 1) North 01° 01' 00" East 1128.56 feet along the section line and partly along the centerline of T.R. 108 to an iron pin set;
- 2) South 88° 39' 35" East 1177.85 feet to a point in the center of T.R. 109, witnessed by an iron pin set North 88° 39' 35" West 24.04 feet;
- 3) South 25° 22' 31" West 107.92 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 4) South 18° 10' 39" West 315.88 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 5) South 49° 30' 56" West 362.34 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 6) South 72° 30' 40" West 69.97 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 7) North 87° 42' 50" West 95.18 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 8) South 67° 36' 21" West 288.70 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 9) South 58° 14' 07" West 139.07 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 10) South 40° 42' 25" West 352.92 feet along the centerline of T.R. 109 to the True Point of Beginning.

This parcel contains 18.000 acres, but subject to all highways and easements of record.

The above described 18.000 acre parcel is subject to a 30 foot easement for the purpose of ingress and egress described as follows:

Being a part of the northwest quarter of Section 25, Freeport Township, T-12 N, R-7 W, Harrison County, Ohio, also being a part of the lands conveyed unto Robert Miller in Tract 7 of O.R. Book 91 Page 469 (#09-00005).

Being at a ½ inch rebar found at the intersection of T.R. 109 and T.R. 108 marking the southwest corner of the northwest quarter of Section 25, thence North 01° 01' 00" East 730.12 feet along the section line and along the centerline of T.R. 108 to a point, the True Point of Beginning.

Thence North 27° 14' 48" East 101.07 feet along the centerline of said 30 foot easement to a point on the north line of the above described 18.000 acre parcel and There Ends.

All iron pins set are 5/8 inch rebars with a plastic T.D. cap marked "Baker 6938". Bearings are from Official Records volume 91, Page 469.

**Auditor's Parcel Number for Tract 5:** 09-0000004.206 (Section 25, NW/4)

**Prior Reference:** Official Records Volume 107 Page 122

**End of Exhibit "A"**

TLM RLM



202300003566 12/08/2023 03:12 PM  
Filed for Record in HARRISON County, OH  
Joshua Willis, Recorder Rec Fees: \$186.00  
MIN OR Vol 286 Pgs 485 - 505

HARRISON COUNTY AUDITOR  
ALLISON M. ANDERSON  
REAL ESTATE TRANSFER BY AK  
CONV.FEE 800.00 EX  
TRAN.FEE 750 DATE 12-8-23

CONNOLLY HILLYER & WELCH TITLE SERVICES INC

HARRISON COUNTY ENGINEER  
TRANSFER NOT NECESSARY  
DATE 12-8-23 INT ILL

Inst #202300003566

**QUIT-CLAIM DEED**  
**OIL AND GAS MINERALS ONLY**  
See Section 5302.11 Ohio Revised Code  
*Executed in accordance with Chapter 5301 of the Revised Code*

ROBERT L. MILLER AND THERESA L. MILLER, HUSBAND AND WIFE, GRANTOR(S), of  
8935 Beeson Street NE, Louisville, OH 44641 for valuable consideration paid, grant(s), with  
general warranty covenants, to ROBERT WEAVER AND AMANDA WEAVER, a married couple,  
as joint tenants with right of survivorship, GRANTEE(S), whose tax mailing address  
910 US VA DUNDEE OH 44624  
the following REAL PROPERTY OIL, GAS, AND MINERALS ONLY:

\*\*\*BEING 100% OF A 20% INTEREST IN THE OIL, GAS AND MINERALS UNDERLYING THE  
FOLLOWING DESCRIBED\*\*\*

**PARCEL I:**

Situated in the Township of Washington, County of Harrison and State of Ohio:

\*\*\*SEE ATTACHED LEGAL DESCRIPTION\*\*\*

Mineral Parcel Number: 30-0000005.206

**PARCEL II:**

Situated in the Township of Wahington, County of Harrison and State of Ohio:

\*\*\*\*SEE ATTACHED LEGAL DESCRIPTION\*\*\*

Mineral Parcel Number: 30-0000005.207

**PARCEL III:**

Situated in the Township of Wahington, County of Harrison and State of Ohio:

\*\*\*\*SEE ATTACHED LEGAL DESCRIPTION\*\*\*

Mineral Parcel Number: 09-0000004.202

Granting 100% of any remaining mineral interest owned by the grantor, of the above referenced oil  
& gas only underlying the above-described property, including but not limited to oil, gas and other  
hydrocarbon rights, including the right to bonus payments, lease payments, oil, and gas royalty  
payments and their right to re-sign non surface leases for the development of underlying minerals  
with the right granted to enter upon the non-surface as may be reasonably necessary to recover  
said minerals.

\*\*\*BEING 100% OF A 10% INTEREST IN THE OIL, GAS AND MINERALS UNDERLYING THE  
FOLLOWING DESCRIBED\*\*\*

**PARCEL IV:**

Situated in the Township of Wahington, County of Harrison and State of Ohio:

\*\*\*\*SEE ATTACHED LEGAL DESCRIPTION\*\*\*

Mineral Parcel Number: 30-0000005.201



**PARCEL V:**

Situated in the Township of Wahington, County of Harrison and State of Ohio:

\*\*\*\*SEE ATTACHED LEGAL DESCRIPTION\*\*\*

Mineral Parcel Number: 30-0000004.200

**PARCEL VI:**

Situated in the Township of Wahington, County of Harrison and State of Ohio:

\*\*\*\*SEE ATTACHED LEGAL DESCRIPTION\*\*\*

Mineral Parcel Number: 30-0000004.001

**PARCEL VII:**

Situated in the Township of Wahington, County of Harrison and State of Ohio:

\*\*\*\*SEE ATTACHED LEGAL DESCRIPTION\*\*\*

Mineral Parcel Number: 30-0000003.201

**PARCEL VIII:**

Situated in the Township of Wahington, County of Harrison and State of Ohio:

\*\*\*\*SEE ATTACHED LEGAL DESCRIPTION\*\*\*

Mineral Parcel Number: 30-0000005.204

**PARCEL IX:**

Situated in the Township of Wahington, County of Harrison and State of Ohio:

\*\*\*\*SEE ATTACHED LEGAL DESCRIPTION\*\*\*

Mineral Parcel Number: 30-0000005.205

**PARCEL X:**

Situated in the Township of Wahington, County of Harrison and State of Ohio:

\*\*\*\*SEE ATTACHED LEGAL DESCRIPTION\*\*\*

Mineral Parcel Number: 30-0000004.204

Granting 100% of any remaining mineral interest owned by the grantor, of the above referenced oil & gas only underlying the above-described property, including but not limited to oil, gas and other hydrocarbon rights, including the right to bonus payments, lease payments, oil, and gas royalty payments and their right to re-sign non surface leases for the development of underlying minerals with the right granted to enter upon the non-surface as may be reasonably necessary to recover said minerals.

\*\*\*BEING 100% OF A 20% INTEREST IN THE OIL, GAS AND MINERALS UNDERLYING THE FOLLOWING DESCRIBED\*\*\*

**PARCEL XI:**

Situated in the Township of Wahington, County of Harrison and State of Ohio:

\*\*\*\*SEE ATTACHED LEGAL DESCRIPTION\*\*\*

Mineral Parcel Number: 30-0000005.202

**PARCEL XII:**

Situated in the Township of Wahington, County of Harrison and State of Ohio:

\*\*\*\*SEE ATTACHED LEGAL DESCRIPTION\*\*\*

Mineral Parcel Number: 30-0000003.203

**PARCEL XIII:**

Situated in the Township of Wahington, County of Harrison and State of Ohio:

\*\*\*\*SEE ATTACHED LEGAL DESCRIPTION\*\*\*

Mineral Parcel Number: 09-0000237.202

**PARCEL XIV:**

Situated in the Township of Wahington, County of Harrison and State of Ohio:

\*\*\*\*SEE ATTACHED LEGAL DESCRIPTION\*\*\*

Mineral Parcel Number: 09-0000004.205

**PARCEL XV:**

Situated in the Township of Wahington, County of Harrison and State of Ohio:

\*\*\*\*SEE ATTACHED LEGAL DESCRIPTION\*\*\*

Mineral Parcel Number: 09-0000004.206

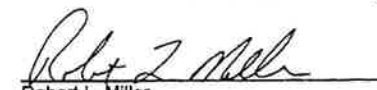
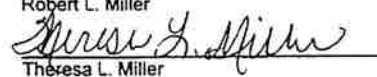
Granting 100% of any remaining mineral interest owned by grantor, of the above referenced oil & gas only underlying the above-described property, including but not limited to oil, gas and other hydrocarbon rights, including the right to bonus payments, lease payments, oil, and gas royalty payments and their right to re-sign non surface leases for the development of underlying minerals with the right granted to enter upon the non-surface as may be reasonably necessary to recover said minerals.

Prior Instrument Reference: Source deed recorded in Volume 91, Page 469 and Deed recorded November 12, 2014 in Volume 223, Page 2843 and recorded September 29, 2014 in Volume 222, page 2570 and recorded November 12, 2014 in Volume 223, Page 2837 Official Records of Harrison County, Ohio.

**Subject to all encumbrances, reservations and exceptions, including but not limited to coal, minerals, oil and gas, right of ways, easements and leases, if any, of record.**

Taxes shall be prorated to date of closing.

EXECUTED this 8<sup>th</sup> day of December, 2023.

  
Robert L. Miller  
  
Theresa L. Miller

State of Ohio  
County of Tuscarawas

The foregoing instrument was acknowledged before me this 8th day of Dec, 2023  
by Robert L. Miller and Theresa L. Miller, husband and wife.

  
Notary Public  
My Commission Expires: 10-30-2024



RENEE E. BEEM  
Notary Public, State of Ohio  
My Commission Expires  
October 30, 2024

Instrument prepared by:  
Attorney Bradley L. Hillyer  
Connolly, Hillyer & Ong, Inc.  
201 N Main ST, P.O. Box 272  
Uhrichsville, Ohio 44683 (740) 922-4161

(2023-598)

**EXHIBIT "A"**

Situated in the Townships of Freeport and Washington, County of Harrison and State of Ohio:

**PARCEL 1**

Being a part of the Southwest Quarter of Section 26, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 2 of Official Records Book 91, Page 469 (#30-00005).

Described as follows:

Commencing at a 1/2 inch rebar found marking the Northeast corner of the Southwest quarter of Section 26, thence North 89° 15' 32" West 868.66 feet along the quarter section line to a 5/8 inch rebar found True Point of Beginning.

Thence with the following thirteen (13) courses:

- 1) South 07° 27' 48" East 944.10 feet to a 5/8 inch rebar found;
- 2) South 88° 39' 35" East 100.00 feet to a 5/8 inch rebar found;
- 3) South 00° 03' 16" East 1202.77 feet along Mark T. & Corina Stine's (Official Records Volume 92, Page 65) West line to a point in the center of T.R. 109, witnessed by a 5/8 inch rebar found North 00° 03' 16" West 14.01 feet;
- 4) South 60° 37' 00" West 173.36 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 5) South 70° 00' 37" West 204.08 feet along the centerline of T.R. 109 to a 5/8 inch rebar found at the intersection of T.R. 109 and T.R. 107;
- 6) North 64° 30' 47" West 200.53 feet along the centerline of T.R. 107 to a 5/8 inch rebar found;
- 7) North 26° 07' 48" West 208.92 feet along the centerline of T.R. 107 to a 5/8 inch rebar found;
- 8) North 30° 47' 48" West 206.99 feet along the centerline of T.R. 107 to an iron pin set;
- 9) North 76° 22' 16" East 198.36 feet to an iron pin set;
- 10) North 83° 46' 19" East 232.25 feet to an iron pin set;
- 11) North 28° 49' 43" West 1619.19 feet to an iron pin set;
- 12) North 02° 06' 47" West 365.41 feet to an iron pin set on the quarter section line;
- 13) South 89° 15' 32" East 868.76 feet along the quarter section line to the True Point of Beginning.

This parcel contains 34.255 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic T.D. cap marked "Baker 6938". Bearings are from Official Records volume 91, Page 469.

**Auditor's Parcel Number for Tract 1:** 30-0000005.206 (Section 26, SW/4)

**PARCEL 2**

Being a part of the Southwest Quarter of Section 26, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio also being a part (17.673 acres) of the lands conveyed unto Robert L. Miller in Tract 2 of Official Records Book 91, Page 469 (#30-00005) and a part (0.327 acres) of the lands conveyed unto Robert L. Miller in Tract 6 of Official Records Book 91 Page 469 (#30-00003).

Described as follows:

Beginning at a 5/8 inch rebar found marking the Southeast corner of the Southwest quarter of Section 32 the True Place of Beginning.

Thence with the following thirteen (13) courses:

- 1) North 50° 54' 53" West 127.75 feet to an iron pin set;
- 2) North 27° 12' 44" East 1030.84 feet (passing into the Southwest quarter of Section 26) to an iron pin set in the center of T.R. 107;
- 3) South 41° 15' 36" East 205.21 feet along the centerline of T.R. 107 to an iron pin set;
- 4) South 52° 54' 46" East 68.34 feet along the centerline of T.R. 107 to an iron pin set;
- 5) South 74° 56' 32" East 93.11 feet along the centerline of T.R. 107 to an iron pin set;
- 6) South 89° 39' 47" East 103.72 feet along the centerline of T.R. 107 to an iron pin set;
- 7) North 75° 47' 58" East 234.14 feet along the centerline of T.R. 107 to an iron pin set;
- 8) North 86° 51' 46" East 131.44 feet along the centerline of T.R. 107 to an iron pin set;
- 9) South 78° 37' 31" East 289.39 feet along the centerline of T.R. 107 to an iron pin set;
- 10) South 30° 47' 48" East 206.99 feet along the centerline of T.R. 107 to a 5/8 inch rebar found;
- 11) South 71° 30' 46" West 845.52 feet to a 5/8 inch rebar found;
- 12) South 09° 53' 10" West 358.97 feet to a 5/8 inch rebar found on the section line and on the Freeport township line;
- 13) North 88° 39' 35" West 640.28 feet along the section line and along the Freeport Township line to The Point of Beginning.

This parcel contains 18.000 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic T.D. cap marked "Baker 6938". Bearings are from Official Records volume 91, Page 469.

**Auditor's Parcel Number for Tract 2:** 30-0000005.207 (Section 26, SW/4)

### **PARCEL 3**

Being a part of the northwest quarter of Section 25, Freeport Township, Township 12 North, Range 7 West, Harrison County, Ohio also being a part of the lands conveyed unto Robert L. Miller in Tract 7 of O.R. Book 91 page 469 (#09-00004).

Described as follows:

Commencing at a 5/8 rebar found marking the northwest corner of the northwest quarter of Section 25, thence South 01° 01' 00" West 876.00 feet along the section line to an iron pin set the True Place of Beginning.

Thence with the following six (6) courses.

- 1) South 88° 39' 35" East 1089.02 feet to a point in the center of T.R. 109, witnessed by an iron pin set North 88° 39' 35" West 15.66 feet;
- 2) South 21° 22' 07" East 472.09 feet along the centerline of T.R. 109 to 5/8 inch rebar found;
- 3) South 11° 44' 55" West 114.51 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 4) South 25° 22' 31" West 168.84 feet along the centerline of T.R. 109 to a point, witnessed by an iron pin set North 88° 39' 35" West 24.04 feet;
- 5) North 88° 39' 35" West 1177.85 feet to an iron pin set on the section line;
- 6) North 01° 01' 00" East 702.33 feet along the section line to the True Point of Beginning.

This parcel contains 19.332 acres, but subject to all highways and easements of record.

The above described 19.332 acre parcel is subject to a 30 foot easement for the purpose of ingress and egress described as follows:

Being a part of the northwest quarter of Section 25, Freeport Township, T-12 N, R-7 W, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 7 of O.R. Book 91 Page 469 (#09-00004).

Beginning at a 1/2 inch rebar found at the intersection of T.R. 109 and T.R. 108 marking the southwest corner of the northwest quarter of Section 25, thence North 01° 01' 00" East 1128.56 feet along the

section line to an iron pin set, thence South 88° 39' 35" East 347.78 feet along the South line of the above described 19.332 acre parcel to a point, the True Point of Beginning.

Thence with the following five (5) courses along the centerline of said 30 foot easement:

- 1) North 27° 14' 48" East 35.37 feet to a point;
- 2) North 18° 07' 01" West 178.91 feet to a point;
- 3) North 11° 08' 59" East 188.90 feet to a point;
- 4) North 05° 48' 43" West 99.51 feet to a point;
- 5) North 18° 57' 00" West 231.28 feet to a point on the North line of the above described 19.332 acre parcel and There Ends.

The Grantors grant unto the Grantees, their heirs assigns, a 30 foot easement for the purpose of ingress and egress described as follows:

Being a part of the northwest quarter of section 25, Freeport Township, T-12 N, R-7 W, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 7 of O.R. Book 91 Page 469 (#09-00004).

Beginning at a ½ inch rebar found at the intersection of T.R. 109 and T.R. 108 marking the southwest corner of the northwest quarter of Section 25, thence North 01° 01' 00" East 730.12 feet along the section line and along the centerline of T.R. 108 to a point, the True Point of Beginning.

Thence North 45° 45' 44" East 430.58 feet along the centerline of said 30 foot easement to a point;

Thence North 27° 14' 48" East 101.07 feet along the centerline of said 30 foot easement to a point on the South line of the above described 19.322 acre parcel and There Ends.

All iron pins set are 5/8 inch rebars with a plastic I.D. cap marked "Baker 6938". Bearings are from O.R. Volume 91 Page 469.

**Auditor's Parcel Number for Tract 3:** 09-0000004.202 (Section 25, NW/4)

**End of Exhibit "A"**



## EXHIBIT "A"

Situated in the Townships of Freeport and Washington, County of Harrison and State of Ohio:

Parcel IV

Situated in Washington Township, Harrison County, Ohio, and being the Southwest Quarter of Section 26, in Township 12, Range 7, containing 160 acres, more or less.

EXCEPTING FROM TRACT I THE FOLLOWING PARCELS:

Parcel 1

Being a part of the Southwest Quarter of Section 26, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto American Woodlands in the first tract of Official Records Book 82, Page 455.

Described as follows:

Beginning at a ½ inch rebar found marking the Northeast Corner of the Southwest Quarter of Section 26 the True Point of Beginning.

Thence with the following nine (9) courses:

- 1) South 01° 15' 12" West 1487.27 feet along the quarter section line to a point in the center of T.R. 106, witnessed by an iron pin set North 01° 15' 12" East 27.57 feet;
- 2) North 52° 47' 00" West 123.55 feet along the centerline of T.R. 106 to an iron pin set;
- 3) North 37° 14' 25" West 187.13 feet along the centerline of T.R. 106 to an iron pin set;
- 4) North 08° 59' 58" West 331.90 feet along the centerline of T.R. 106 to an iron pin set;
- 5) North 03° 33' 19" West 501.26 feet along the centerline of T.R. 106 to an iron pin set;
- 6) North 07° 24' 57" East 149.68 feet along the centerline of T.R. 106 to an iron pin set;
- 7) North 16° 38' 43" East 209.25 feet along the centerline of T.R. 106 to an iron pin set;
- 8) North 40° 26' 33" East 116.18 feet along the centerline of T.R. 106 to a point on the quarter section line, witnessed by an iron pin set South 89° 15' 32" East 38.63 feet;
- 9) South 89° 15' 32" East 172.56 feet along the quarter section line to the True Point of Beginning.

This parcel contains 8.621 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic I.D. cap marked "Baker 6938". Bearings are from Official Records Volume 82, Page 455.

Parcel 2

Being a part of the Southwest Quarter of Section 26, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto American Woodlands in the first tract of Official Records Book 82, Page 455.

Described as follows:

Commencing at a ½ inch rebar found marking the Southeast Corner of the Southwest Quarter of Section 26, thence North 01° 15' 12" East 742.46 feet along the quarter section line to a point in the center of T.R. 109 the True Point of Beginning, witnessed by an iron pin set North 01° 15' 12" East 25.89 feet.

Thence the following twelve (12) courses:

- 1) South 47° 30' 20" West 74.70 feet along the centerline of T.R. 109 to an iron pin set;
- 2) South 89° 57' 13" West 166.00 feet along the centerline of T.R. 109 to an iron pin set;
- 3) South 64° 40' 05" West 135.02 feet along the centerline of T.R. 109 to an iron pin set;
- 4) South 76° 03' 24" West 147.10 feet along the centerline of T.R. 109 to an iron pin set;
- 5) South 69° 51' 14" West 98.27 feet along the centerline of T.R. 109 to an iron pin set;
- 6) South 60° 37' 00" West 28.12 feet along the centerline of T.R. 109 to a point, witnessed by an iron pin set North 00° 03' 16" West 14.01 feet;
- 7) North 00° 03' 16" West 1202.77 feet to an iron pin set;

- 8) South 88° 39' 35" East 350.00 feet to an iron pin set in the center of T.R. 106, witnessed by an iron pin set North 88° 39' 35" West 18.63 feet;
- 9) South 08° 59' 58" East 331.90 feet along the centerline of T.R. 106 to an iron pin set;
- 10) South 37° 14' 25" East 187.13 feet along the centerline of T.R. 106 to an iron pin set;
- 11) South 52° 47' 00" East 123.55 feet along the centerline of T.R. 106 to a point on the quarter section line, witnessed by an iron pin set South 01° 15' 12" West 17.56 feet;
- 12) South 01° 15' 12" West 451.93 feet along the quarter section line to the True Point of Beginning.

This parcel contains 13.000 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with plastic I.D. cap marked "Baker 6938". Bearings are from Official Records Volume 82, Page 455.

Parcel 3

Being a part of the Southwest Quarter of Section 26, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed to American Woodlands in the first tract of Official Records Book 82, Page 455

Described as follows:

Beginning at a 1/2 inch rebar found marking the Southeast Corner of the Southwest Quarter of Section 26 the True Point of Beginning.

Thence with the following fourteen (14) courses:

- 1) North 88° 39' 35" West 1645.81 feet along the section line and along the Freeport Township line to an iron pin set in the center of T.R. 109;
- 2) North 27° 02' 08" East 70.83 feet along the centerline of T.R. 109 to an iron pin set;
- 3) North 54° 22' 39" East 111.80 feet along the centerline of T.R. 109 to an iron pin set;
- 4) North 65° 03' 10" East 117.51 feet along the centerline of T.R. 109 to an iron pin set;
- 5) North 71° 22' 37" East 341.95 feet along the centerline of T.R. 109 to an iron pin set;
- 6) North 66° 29' 39" East 177.38 feet along the centerline of T.R. 109 to an iron pin set;
- 7) North 70° 00' 37" East 204.08 feet along the centerline of T.R. 109 to an iron pin set;
- 8) North 60° 37' 00" East 201.48 feet along the centerline of T.R. 109 to an iron pin set;
- 9) North 69° 51' 14" East 98.27 feet along the centerline of T.R. 109 to an iron pin set;
- 10) North 76° 03' 24" East 147.10 feet along the centerline of T.R. 109 to an iron pin set;
- 11) North 64° 40' 05" East 135.02 feet along the centerline of T.R. 109 to an iron pin set;
- 12) North 89° 57' 13" East 166.00 feet along the centerline of T.R. 109 to an iron pin set;
- 13) North 47° 30' 20" East 74.40 feet along the centerline of T.R. 109 to a point on the quarter section line, witnessed by 1/2 inch rebar found South 01° 15' 12" West 141.54 feet;
- 14) South 01° 15' 12" West 742.46 feet along the quarter section line to the True Point of Beginning.

This parcel contains 15.922 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with plastic I.D. cap marked "Baker 6938". Bearings are from Official Records Volume 82, Page 455.

Survey and description prepared by Jamie D. Darr, P.S. 7755. November 21, 2000.

FURTHER EXCEPTING the following two tracts of land conveyed unto David Soehnlen and Lori Soehnlen, husband and wife, in Survivorship Deed recorded on November 16, 2001 in Official Records Volume 107, Page 460 in Harrison County, Ohio.

Parcel 4

Being a part of the Southwest Quarter of Section 26, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 2 of Official Records Book 91, Page 469 (#30-00005).

Described as follows:

Commencing at a 1/2 inch rebar found marking the Northeast corner of the Southwest quarter of Section 26, thence North 89° 15' 32" West 868.66 feet along the quarter section line to a 5/8 inch rebar found True Point of Beginning.

Thence with the following thirteen (13) courses:

- 1) South 07° 27' 48" East 944.10 feet to a 5/8 inch rebar found;
- 2) South 88° 39' 35" East 100.00 feet to a 5/8 inch rebar found;
- 3) South 00° 03' 16" East 1202.77 feet along Mark T. & Corina Stine's (Official Records Volume 92, Page 65) West line to a point in the center of T.R. 109, witnessed by a 5/8 inch rebar found North 00° 03' 16" West 14.01 feet;
- 4) South 60° 37' 00" West 173.36 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 5) South 70° 00' 37" West 204.08 feet along the centerline of T.R. 109 to a 5/8 inch rebar found at the intersection of T.R. 109 and T.R. 107;
- 6) North 64° 30' 47" West 200.53 feet along the centerline of T.R. 107 to a 5/8 inch rebar found;
- 7) North 26° 07' 48" West 208.92 feet along the centerline of T.R. 107 to a 5/8 inch rebar found;
- 8) North 30° 47' 48" West 206.99 feet along the centerline of T.R. 107 to an iron pin set;
- 9) North 76° 22' 16" East 198.36 feet to an iron pin set;
- 10) North 83° 46' 19" East 232.25 feet to an iron pin set;
- 11) North 28° 49' 43" West 1619.19 feet to an iron pin set;
- 12) North 02° 06' 47" West 365.41 feet to an iron pin set on the quarter section line;
- 13) South 89° 15' 32" East 868.76 feet along the quarter section line to the True Point of Beginning.

This parcel contains 34.255 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic T.D. cap marked "Baker 6938". Bearings are from Official Records volume 91, Page 469.

Parcel 5

Being the 17.673 acres of lands in the Southwest Quarter of Section 26 of Washington Township, Harrison County, conveyed unto Robert L. Miller as part of Tract 2 of Official Records Book 91, Page 469 and referenced as part of the description below:

Being a part of the Southwest Quarter of Section 26, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio also being a part (17.673 acres) of the lands conveyed unto Robert L. Miller in Tract 2 of Official Records Book 91, Page 469 (#30-00005) and a part (0.327 acres) of the lands conveyed unto Robert L. Miller in Tract 6 of Official Records Book 91 Page 469 (#30-00003).

Described as follows:

Beginning at a 5/8 inch rebar found marking the Southeast corner of the Southwest quarter of Section 32 the True Place of Beginning.

Thence with the following thirteen (13) courses:

- 1) North 50° 54' 53" West 127.75 feet to an iron pin set;
- 2) North 27° 12' 44" East 1030.84 feet (passing into the Southwest quarter of Section 26) to an iron pin set in the center of T.R. 107;
- 3) South 41° 15' 36" East 205.21 feet along the centerline of T.R. 107 to an iron pin set;
- 4) South 52° 54' 46" East 68.34 feet along the centerline of T.R. 107 to an iron pin set;
- 5) South 74° 56' 32" East 93.11 feet along the centerline of T.R. 107 to an iron pin set;
- 6) South 89° 39' 47" East 103.72 feet along the centerline of T.R. 107 to an iron pin set;
- 7) North 75° 47' 58" East 234.14 feet along the centerline of T.R. 107 to an iron pin set;
- 8) North 86° 51' 46" East 131.44 feet along the centerline of T.R. 107 to an iron pin set;
- 9) South 78° 37' 31" East 289.39 feet along the centerline of T.R. 107 to an iron pin set;
- 10) South 30° 47' 48" East 206.99 feet along the centerline of T.R. 107 to a 5/8 inch rebar found;
- 11) South 71° 30' 46" West 845.52 feet to a 5/8 inch rebar found;
- 12) South 09° 53' 10" West 358.97 feet to a 5/8 inch rebar found on the section line and on the Freeport township line;
- 13) North 88° 39' 35" West 640.28 feet along the section line and along the Freeport Township line to The Point of Beginning.

This parcel contains 18.000 acres, of which 17.673 acres are being excepted from this Tract 1 but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic T.D. cap marked "Baker 6938". Bearings are from Official Records volume 91, Page 469.

FURTHER EXCEPTING the following tract of land conveyed unto Tim Geist in Warranty Deed recorded on October 12, 2001 in Official Records Volume 105, Page 259 in Harrison County, Ohio.

Parcel 6

Being a part of the Southwest Quarter of Section 26, Washington Township, township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 2 of Official Records Book 91, Page 469 (#30-00005).

Described as follows:

Commencing at a 5/8 inch rebar found marking the Southwest corner of the Southwest quarter of Section 26, thence South 88° 39' 35" East 640.28 feet along the section line and along the Freeport township line to an iron pin set the True Point of Beginning.

Thence with the following ten (10) courses:

- 1) North 09° 53' 10" East 358.97 feet to an iron pin set.
- 2) North 71° 30' 46" East 845.52 feet to an iron pin set in the center of T.R. 107;
- 3) South 26° 07' 48" East 208.92 feet along the centerline of T.R. 107 to an iron pin set;
- 4) South 64° 30' 47" East 200.53 feet along the centerline of T.R. 107 to a 5/8 inch rebar found in the center of T.R. 109;
- 5) South 66° 29' 39" West 177.38 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 6) South 71° 22' 39" West 341.95 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 7) South 65° 03' 10" West 117.51 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 8) South 54° 22' 39" West 111.80 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 9) South 27° 02' 09" West 70.83 feet along the centerline of T.R. 109 to a 5/8 inch rebar found on the section line and the Freeport township line;
- 10) North 88° 39' 35" West 420.33 feet along the section line and along the Freeport Township line to the True Place of Beginning.

This parcel contains 8.648 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with plastic I.D. cap marked "Baker 6938". Bearings are from Plat Volume 82, Page 455.

FURTHER EXCEPTING the following tract of land conveyed to Tadd J. Maxfield and Marian Maxfield, husband and wife, in Survivorship Deed recorded on October 17, 2001 in Official Records Volume 105, Page 517 in Harrison County, Ohio.

Parcel 7

Being a part of the Southwest Quarter of Section 26, Washington Township, township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 2 of Official Records Book 91, Page 469 (#30-00005).

Described as follows:

Commencing at a 1/2 inch rebar found marking the Northeast corner of the Southwest quarter of Section 26, thence North 89° 15' 32" West 172.56 feet along the quarter section line to a point in the center of T.R. 106 the True Point of Beginning, witnessed by an iron pin set North 89° 15' 32" West 28.83 feet.

Thence with the following seven (7) courses:

- 1) South 40° 26' 33" West 116.18 feet along the centerline of T.R. 106 to a 5/8 inch rebar found;
- 2) South 16° 38' 43" West 209.25 feet along the centerline of T.R. 106 to a 5/8 inch rebar found;
- 3) South 07° 24' 57" West 149.68 feet along the centerline of T.R. 106 to a 5/8 inch rebar found;
- 4) South 03° 33' 19" East 501.26 feet along the centerline of T.R. 106 to a 5/8 inch rebar found, witnessed by an iron pin found North 88° 39' 35" West 18.63 feet;
- 5) North 88° 39' 35" West 450.00 feet partly along Mark T. and Corinna Stine's (Official Records Volume 92, Page 65) North line to an iron pin set;
- 6) North 07° 27' 48" West 944.10 feet to an iron pin set on the quarter section line;
- 7) South 89° 15' 32" East 696.10 feet along the quarter section line to the True Point of Beginning.

This parcel contains 11.000 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic I.D. cap marked "Baker 6938". Bearings are from Plat Volume 82, Page 455.

For Tract 1, leaving after said exceptions, 50.881 acres

Auditor's Parcel Number for Tract 1: 30-0000005.201 (Section 26, SW/4)

### Parcel V

Situated in Washington Township, Harrison County, Ohio. Being the East half of the West half of the Southeast Quarter of Section 32, Township 12 and Range 7, containing 43 acres.

EXCEPTING the following tract of land:

Being the 25.334 acres of land in the Southeast Quarter of Section 32 of Washington Township, Harrison County, conveyed unto Robert L. Miller as part of Tract 3 of Official Records Book 91, Page 469 and referenced as part of the conveyance to Matthew Yoder and Doris Yoder, husband and wife, in Survivorship Deed recorded on December 20, 2001 in Official Records Volume 109, Page 596 in Harrison County, Ohio in the description below:

Being a part of the Southeast Quarter of Section 32, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of Tract 3 (25.334 acres #30-00004.000), and a part of Tract 4 (11.704 acres #30-00004.001) and a part of Tract 6 (6.561 acres #30-00003.001) of the lands conveyed unto Robert Miller in Official Records Book 91, Page 469.

Described as follows:

Commencing at a 5/8 inch rebar found marking the Southeast corner of the Southeast quarter of Section 32 the True Point of Beginning.

Thence with the following seven (7) courses:

- 1) North 89° 35' 10" West 2148.25 feet along the section line and along the Freeport Township line to an iron pin set;
- 2) North 00° 55' 05" East 2085.10 feet along Mary M. Bardall and Richard Bardall's (Official Records Volume 15, Page 971) East line to an iron pin set;
- 3) South 32° 35' 11" East 1629.78 feet to an iron pin set;
- 4) South 77° 35' 17" East 862.26 feet to an iron pin set;
- 5) South 40° 24' 39" East 250.83 feet to an iron pin set;
- 6) South 26° 13' 46" East 301.29 feet to a 5/8 inch rebar found;
- 7) South 50° 54' 52" East 127.75 feet to the True Point of Beginning.

This parcel contains 43.599 acres, of which 25.334 acres are being excepted from this Tract 2, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with plastic I.D. cap marked "Baker 6938". Bearings are from Plat Volume 82, Page 455.

For Tract 2, leaving after said exception, 17.666 acres.

Auditor's Parcel Number for Tract 2: 30-0000004.200 (Section 32, SE/4)

### Parcel VI

Situated in Washington Township, Harrison County, Ohio. Being the West half of the East half of the Southeast Quarter of Section 32, Township 12 and Range 7, containing 43.3 acres.

EXCEPTING the following tract of land:

Being the 11.704 acres of land in the Southeast Quarter of Section 32 of Washington Township, Harrison County, conveyed unto Robert L. Miller as part of Tract 4 of Official Records Book 91, Page 469 and referenced as part of the conveyance to Matthew Yoder and Doris Yoder, husband and wife, in

Survivorship Deed recorded on December 20, 2001 in Official Records Volume 109, Page 596 in Harrison County, Ohio in the description below:

Being a part of the Southeast Quarter of Section 32, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of Tract 3 (25.334 acres #30-0004.000), and a part of Tract 4 (11.704 acres #30-0004.001) and a part of Tract 6 (6.561 acres #30-0003.001) of the lands conveyed unto Robert Miller in Official Records Book 91, Page 469.

Described as follows:

Commencing at a 5/8 inch rebar found marking the Southeast corner of the Southeast quarter of Section 32 the True Point of Beginning.

Thence with the following seven (7) courses:

- 1) North 89° 35' 10" West 2148.25 feet along the section line and along the Freeport Township line to an iron pin set;
- 2) North 00° 55' 05" East 2085.10 feet along Mary M. Bardall and Richard Bardall's (Official Records Volume 15, Page 971) East line to an iron pin set;
- 3) South 32° 35' 11" East 1629.78 feet to an iron pin set;
- 4) South 77° 35' 17" East 862.26 feet to an iron pin set;
- 5) South 40° 24' 39" East 250.83 feet to an iron pin set;
- 6) South 26° 13' 46" East 301.29 feet to a 5/8 inch rebar found;
- 7) South 50° 54' 52" East 127.75 feet to the True Point of Beginning.

This parcel contains 43.599 acres, of which 11.704 acres are being excepted from this Tract 3, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with plastic I.D. cap marked "Baker 6938". Bearings are from Plat Volume 82, Page 455.

For Tract 3, leaving after said exception, 31.596 acres.

Auditor's Parcel Number for Tract 3: 30-000004.201 (Section 32, SE/4)

### Parcel VII

Being a part of the Northeast Quarter of Section 31, Township 12, Range 7, Freeport Township and a part of the Southeast Quarter of Section 32, Township 12, Range 7, Washington Township, Harrison County, Ohio.

Beginning for description of said at the Northeast corner of Section 31, thence along the East line of said Section South 02° 45' West 155.1 feet to a point;

Thence North 89° West 717.4 feet to a stone;

Thence North 02° 45' East 2844 feet to a point in the North line of the Southeast Quarter of Section 32;

Thence with said North line South 89° East 717.4 feet to a point at the Northeast corner of the Southeast Quarter of Section 32;

Thence with the East line of Section 32 South 02° 45' West 2689 feet to the place of beginning, containing 46.18 acres, more or less. There being 2.5 acres, more or less in Section 31 and 43.68 acres, more or less, in Section 32.

EXCEPTING FROM TRACT 4 THE FOLLOWING PARCELS:

### Parcel I

Being a part of the Northeast Quarter of Section 31, Freeport Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto American Woodlands in the fifth tract of Official Records Book 82, Page 455.

Described as follows:



Beginning an iron pin set marking the Northeast corner of the Northeast Quarter of Section 31 the True Point of Beginning.

Thence with the following four (4) courses:

- 1) South 01° 01' 00" West 157.86 feet along the section line to a point, witnessed by a ½ inch rebar found North 89° 35' 10" West 10.00 feet;
- 2) North 89° 35' 10" West 714.31 feet to a stone found;
- 3) North 01° 24' 39" East 157.88 feet to an iron pin set on the section line and on the Washington Township line;
- 4) South 89° 35' 10" East 713.22 feet along the section line and along the Washington Township line to the True Point of Beginning.

This parcel contains 2.587 acres, but subject to all highways and easements of record.

FURTHER EXCEPTING the following tract of land:

Parcel 2

Being the 6.561 acres of land in the Southeast Quarter of Section 32 of Washington Township, Harrison County, conveyed unto Robert L. Miller as part of Tract 6 of Official Records Book 91, Page 469 and referenced as part of the conveyance to Matthew Yoder and Doris Yoder, husband and wife, in Survivorship Deed recorded on December 20, 2001 in Official Records Volume 109, Page 596 in Harrison County, Ohio in the description below:

Being a part of the Southeast Quarter of Section 32, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of Tract 3 (25.334 acres #30-0004.000), and a part of Tract 4 (11.704 acres #30-0004.001) and a part of Tract 6 (6.561 acres #30-0003.001) of the lands conveyed unto Robert Miller in Official Records Book 91, Page 469.

Described as follows:

Commencing at a 5/8 inch rebar found marking the Southeast corner of the Southeast quarter of Section 32 the True Point of Beginning.

Thence with the following seven (7) courses:

- 1) North 89° 35' 10" West 2148.25 feet along the section line and along the Freeport Township line to an iron pin set;
- 2) North 00° 55' 05" East 2085.10 feet along Mary M. Bardall and Richard Bardall's (Official Records Volume 15, Page 971) East line to an iron pin set;
- 3) South 32° 35' 11" East 1629.78 feet to an iron pin set;
- 4) South 77° 35' 17" East 862.26 feet to an iron pin set;
- 5) South 40° 24' 39" East 250.83 feet to an iron pin set;
- 6) South 26° 13' 46" East 301.29 feet to a 5/8 inch rebar found;
- 7) South 50° 54' 52" East 127.75 feet to the True Point of Beginning.

This parcel contains 43.599 acres, of which 6.561 acres are being excepted from this Tract 4, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with plastic I.D. cap marked "Baker 6938". Bearings are from Plat Volume 82, Page 455.

FURTHER EXCEPTING the following tracts of land:

Parcel 3

Being the 0.327 acres of lands in the Southwest Quarter of Section 26 of Washington Township, Harrison County, conveyed unto Robert L. Miller as part of Tract 6 of Official Records Book 91, Page 469 and referenced as part of the description below:

Being a part of the Southwest Quarter of Section 26, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio also being a part (17.673 acres) of the lands conveyed unto Robert L. Miller in Tract 2 of Official Records Book 91, Page 469 (#30-00005) and a part (0.327 acres) of the lands conveyed unto Robert L. Miller in Tract 6 of Official Records Book 91 Page 469 (#30-00003).

Described as follows:

Beginning at a 5/8 inch rebar found marking the Southeast corner of the Southwest quarter of Section 32 the True Place of Beginning.

Thence with the following thirteen (13) courses:

- 1) North 50° 54' 53" West 127.75 feet to an iron pin set;
- 2) North 27° 12' 44" East 1030.84 feet (passing into the Southwest quarter of Section 26) to an iron pin set in the center of T.R. 107;
- 3) South 41° 15' 36" East 205.21 feet along the centerline of T.R. 107 to an iron pin set;
- 4) South 52° 54' 46" East 68.34 feet along the centerline of T.R. 107 to an iron pin set;
- 5) South 74° 56' 32" East 93.11 feet along the centerline of T.R. 107 to an iron pin set;
- 6) South 89° 39' 47" East 103.72 feet along the centerline of T.R. 107 to an iron pin set;
- 7) North 75° 47' 58" East 234.14 feet along the centerline of T.R. 107 to an iron pin set;
- 8) North 86° 51' 46" East 131.44 feet along the centerline of T.R. 107 to an iron pin set;
- 9) South 78° 37' 31" East 289.39 feet along the centerline of T.R. 107 to an iron pin set;
- 10) South 30° 47' 48" East 206.99 feet along the centerline of T.R. 107 to a 5/8 inch rebar found;
- 11) South 71° 30' 46" West 845.52 feet to a 5/8 inch rebar found;
- 12) South 09° 53' 10" West 358.97 feet to a 5/8 inch rebar found on the section line and on the Freeport township line;
- 13) North 88° 39' 35" West 640.28 feet along the section line and along the Freeport Township line to The Point of Beginning.

This parcel contains 18.000 acres, of which 0.327 acres are being excepted from this Tract 4, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic T.D. cap marked "Baker 6938". Bearings are from Official Records volume 91, Page 469.

For Tract 4, leaving after said exceptions 36.705 acres.

Auditor's Parcel Number for Tract 4: 30-0000003.201 (Section 32, SE/4)

### Parcel VIII

Being a part of the Southwest Quarter of Section 26, Washington Township, township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 2 of Official Records Book 91, Page 469 (#30-00005).

Described as follows:

Commencing at a 5/8 inch rebar found marking the Southwest corner of the Southwest quarter of Section 26, thence South 88° 39' 35" East 640.28 feet along the section line and along the Freeport township line to an iron pin set the True Point of Beginning.

Thence with the following ten (10) courses:

- 1) North 09° 53' 10" East 358.97 feet to an iron pin set.
- 2) North 71° 30' 46" East 845.52 feet to an iron pin set in the center of T.R. 107;
- 3) South 26° 07' 48" East 208.92 feet along the centerline of T.R. 107 to an iron pin set;
- 4) South 64° 30' 47" East 200.53 feet along the centerline of T.R. 107 to a 5/8 inch rebar found in the center of T.R. 109;
- 5) South 66° 29' 39" West 177.38 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 6) South 71° 22' 39" West 341.95 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 7) South 65° 03' 10" West 117.51 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 8) South 54° 22' 39" West 111.80 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 9) South 27° 02' 09" West 70.83 feet along the centerline of T.R. 109 to a 5/8 inch rebar found on the section line and the Freeport township line;
- 10) North 88° 39' 35" West 420.33 feet along the section line and along the Freeport Township line to the True Place of Beginning.

This parcel contains 8.648 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with plastic I.D. cap marked "Baker 6938". Bearings are from Plat Volume 82, Page 455.

Auditor's Parcel Number for Tract 5: 30-0000005.204 (Section 26, SW/4)

### Parcel IX

Being a part of the Southwest Quarter of Section 26, Washington Township, township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 2 of Official Records Book 91, Page 469 (#30-00005).

Described as follows:

Commencing at a 1/2 inch rebar found marking the Northeast corner of the Southwest quarter of Section 26, thence North 89° 15' 32" West 172.56 feet along the quarter section line to a point in the center of T.R. 106 the True Point of Beginning, witnessed by an iron pin set North 89° 15' 32" West 28.83 feet.

Thence with the following seven (7) courses:

- 1) South 40° 26' 33" West 116.18 feet along the centerline of T.R. 106 to a 5/8 inch rebar found;
- 2) South 16° 38' 43" West 209.25 feet along the centerline of T.R. 106 to a 5/8 inch rebar found;
- 3) South 07° 24' 57" West 149.68 feet along the centerline of T.R. 106 to a 5/8 inch rebar found;
- 4) South 03° 33' 19" East 501.26 feet along the centerline of T.R. 106 to a 5/8 inch rebar found, witnessed by an iron pin found North 88° 39' 35" West 18.63 feet;
- 5) North 88° 39' 35" West 450.00 feet partly along Mark T. and Corinna Stine's (Official Records Volume 92, Page 65) North line to an iron pin set;
- 6) North 07° 27' 48" West 944.10 feet to an iron pin set on the quarter section line;
- 7) South 89° 15' 32" East 696.10 feet along the quarter section line to the True Point of Beginning.

This parcel contains 11.000 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic I.D. cap marked "Baker 6938". Bearings are from Plat Volume 82, Page 455.

Auditor's Parcel Number for Tract 6: 30-0000005.205 (Section 26, SW/4)

### Parcel X

Being a part of the Northwest Quarter of Section 25, Freeport Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 7 of Official Records Book 91 Page 469 (#09-00005.000).

Described as follows:

Commencing at a 5/8 inch rebar found marking the Northwest corner of the Northwest quarter of Section 25, thence South 88° 39' 35" East 640.28 feet along the section line and along the Washington Township line to an iron pin set the True Place of Beginning.

Thence with the following five (5) courses:

- 1) South 88° 39' 35" East 420.33 feet along the section line and along the Washington township line to a 5/8 inch rebar found in the center of T.R. 109;
- 2) South 27° 02' 08" West 88.64 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 3) South 06° 58' 35" West 67.01 feet along the centerline of T.R. 109 to a point, witnessed by an iron pin set North 88° 39' 35" West 20.52 feet;
- 4) North 88° 39' 35" West 397.34 feet to a point in a swamp, witnessed by an iron pin set South 88° 39' 35" East 163.31 feet;
- 5) North 09° 53' 10" East 148.21 feet to the True Place of Beginning.

This parcel contains 1.352 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic I.D. cap marked "Baker 6938". Bearings are from Plat Volume 82, Page 455.

Auditor's Parcel Number for Tract 7: 09-0000004.204 (Section 25, NW/4)

End of Exhibit "A"

**EXHIBIT "A"**

Situated in the Townships of Freeport and Washington, County of Harrison and State of Ohio:

**PARCEL XI**

Being a part of the Southwest Quarter of Section 26, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto American Woodlands in the first tract of Official Records Book 82, Page 455.

Described as follows:

Beginning at a ½ inch rebar found marking the Northeast Corner of the Southwest Quarter of Section 26 the True Point of Beginning.

Thence with the following nine (9) courses:

- 1) South 01° 15' 12" West 1487.27 feet along the quarter section line to a point in the center of T.R. 106, witnessed by an iron pin set North 01° 15' 12" East 27.57 feet;
- 2) North 52° 47' 00" West 123.55 feet along the centerline of T.R. 106 to an iron pin set;
- 3) North 37° 14' 25" West 187.13 feet along the centerline of T.R. 106 to an iron pin set;
- 4) North 08° 59' 58" West 331.90 feet along the centerline of T.R. 106 to an iron pin set;
- 5) North 03° 33' 19" West 501.26 feet along the centerline of T.R. 106 to an iron pin set;
- 6) North 07° 24' 57" East 149.68 feet along the centerline of T.R. 106 to an iron pin set;
- 7) North 16° 38' 43" East 209.25 feet along the centerline of T.R. 106 to an iron pin set;
- 8) North 40° 26' 33" East 116.18 feet along the centerline of T.R. 106 to a point on the quarter section line, witnessed by an iron pin set South 89° 15' 32" East 38.63 feet;
- 9) South 89° 15' 32" East 172.56 feet along the quarter section line to the True Point of Beginning.

This parcel contains 8.621 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic I.D. cap marked "Baker 6938". Bearings are from Official Records Volume 82, Page 455.

Auditor's Parcel Number for Tract 1: 30-0000005.202 (Section 26, SW/4)

**PARCEL XII**

Being a part of the Southeast Quarter of Section 32, Washington Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of Tract 3 (25.334 acres #30-00004.000), and a part of Tract 4 (11.704 acres #30-00004.001) and a part of Tract 6 (6.561 acres #30-00003.001) of the lands conveyed unto Robert Miller in Official Records Book 91, Page 469.

Described as follows:

Commencing at a 5/8 inch rebar found marking the Southeast corner of the Southeast quarter of Section 32 the True Point of Beginning.

Thence with the following seven (7) courses:

- 1) North 89° 35' 10" West 2148.25 feet along the section line and along the Freeport Township line to an iron pin set;
- 2) North 00° 55' 05" East 2085.10 feet along Mary M. Bardall and Richard Bardall's (Official Records Volume 15, Page 971) East line to an iron pin set;

- 3) South 32° 35' 11" East 1629.78 feet to an iron pin set;
- 4) South 77° 35' 17" East 862.26 feet to an iron pin set;
- 5) South 40° 24' 39" East 250.83 feet to an iron pin set;
- 6) South 26° 13' 46" East 301.29 feet to a 5/8 inch rebar found;
- 7) South 50° 54' 52" East 127.75 feet to the True Point of Beginning.

This parcel contains 43.599 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with plastic I.D. cap marked "Baker 6938". Bearings are from Plat Volume 82, Page 455.

Auditor's Parcel Number for Tract 2: 30-0000003.203 (Section 32, SE/4)

#### PARCEL XIII

Being a part of the northeast quarter of Section 31, Freeport Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto American Woodlands in the sixth of O.R. Book 82 page 455.

Described as follows:

Commencing at an iron pin set marking the northeast corner of the northeast quarter of Section 31, thence North 89° 35' 10" West 1546.20 feet along the section line and along the Washington township line to an iron pin set the True Place of Beginning.

Thence with the following (4) courses:

- 1) South 01° 01' 00" West 471.95 feet to a point in the center of T.R. 108, witnessed by an iron pin set North 01° 01' 00" East 23.12 feet;
- 2) North 39° 15' 39" West 256.86 feet along the centerline of T.R. 108 to a point;
- 3) North 47° 53' 58" East 412.34 feet along the centerline of T.R. 108 to an iron pin set on the section line and on the Washington township line;
- 4) South 89° 35' 10" East 476.88 feet along the section line and along the Washington Township line to the true point of beginning.

This parcel contains 2.401 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic I.D. cap marked "Baker 6938". Bearings are from O.R. Volume 82 Page 455.

This survey made and description prepared by Jamie D. Darr PS 7755 November 21, 2000.

Auditor's Parcel Number for Tract 3: (Section 31, NE/4)  
09-0000237.202

#### PARCEL XIV

Being a part of the northwest quarter of Section 25, Freeport Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 7 of O.R. Book 91 page 469 (#09-00005).

Described as follows:

Beginning at a 5/8 inch rebar found marking the northwest corner of the northwest quarter of Section 25 the True Point of Beginning.



Thence with the following nine (9) courses:

- 1) South 88° 39' 35" East 640.28 feet along the section line and along the Washington township line to a 5/8 inch rebar found;
- 2) South 09° 53' 10" West 148.21 feet to a point in swamp, witnessed by a 5/8 inch rebar found South 88° 39' 35" East 163.3 feet;
- 3) South 88° 39' 35" East 397.34 feet to a point in the center of T.R. 109, witnessed by a 5/8 inch rebar found North 88° 39' 35" West 20.52 feet;
- 4) South 06° 58' 35" West 95.14 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 5) South 02° 02' 41" East 340.66 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 6) South 09° 32' 05" East 250.64 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 7) South 21° 22' 07" East 52.62 feet along the centerline of T.R. 109 to a point, witnessed by an iron pin set North 88° 39' 35" West 15.66 feet;
- 8) North 88° 39' 35" West 1089.02 feet to an iron pin set on the section line;
- 9) North 01° 01' 00" East 876.00 feet along the section line to the True Point of Beginning.

This parcel contains 19.340 acres, but subject to all highways and easements of record.

The Grantors grant unto the Grantees, their heirs and assigns, a 30 foot easement for the purpose of ingress and egress described as follows:

Being a part of the northwest quarter of Section 25, Freeport Township, T-12 N, R-7 W, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in Tract 7 of O.R. Book 91 Page 469 (#09-00005).

Beginning at a 1/2 inch rebar found at the intersection of T.R. 109 and T.R. 108 marking the southwest corner of the northwest quarter of Section 25, thence North 01° 01' 00" East 730.12 feet along the section line and along the centerline of T.R. 108 to a point, the True Point of Beginning.

Thence with the following six (6) courses along the centerline of said 30 foot easement:

- 1) North 45° 45' 44" East 430.58 feet to a point;
- 2) North 27° 14' 48" East 136.44 feet to a point;
- 3) North 18° 07' 01" East 178.91 feet to a point;
- 4) North 11° 08' 59" East 188.90 feet to a point;
- 5) North 05° 48' 43" West 99.51 feet to a point;
- 6) North 18° 57' 00" West 231.28 feet to a point on the South line of the above described 19.340 acre parcel and There Ends.

All iron pins set are 5/8 inch rebars with a plastic I.D. cap marked "Baker 6938". Bearings are from O.R. Volume 91 Page 469.

**Auditor's Parcel Number for Tract 4:** 09-000004.205 (Section 25, NW/4)

**PARCEL** XV

Being a part of the northwest quarter of Section 25, Freeport Township, Township 12 North, Range 7 West, Harrison County, Ohio, also being a part of the lands conveyed unto Robert L. Miller in tract 7 of O.R. Book 91 page 469 (#09-00005).

Described as follows:

Beginning at a ½ inch rebar found at the intersection of T.R. 109 and T.R. 108 marking the southwest corner of the northwest quarter of section 25 the True Point of Beginning.

Thence with the following ten (10) courses:

- 1) North 01° 01' 00" East 1128.56 feet along the section line and partly along the centerline of T.R. 108 to an iron pin set;
- 2) South 88° 39' 35" East 1177.85 feet to a point in the center of T.R. 109, witnessed by an iron pin set North 88° 39' 35" West 24.04 feet;
- 3) South 25° 22' 31" West 107.92 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 4) South 18° 10' 39" West 315.88 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 5) South 49° 30' 56" West 362.34 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 6) South 72° 30' 40" West 69.97 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 7) North 87° 42' 50" West 95.18 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 8) South 67° 36' 21" West 288.70 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 9) South 58° 14' 07" West 139.07 feet along the centerline of T.R. 109 to a 5/8 inch rebar found;
- 10) South 40° 42' 25" West 352.92 feet along the centerline of T.R. 109 to the True Point of Beginning.

This parcel contains 18.000 acres, but subject to all highways and easements of record.

The above described 18.000 acre parcel is subject to a 30 foot easement for the purpose of ingress and egress described as follows:

Being a part of the northwest quarter of Section 25, Freeport Township, T-12 N, R-7 W, Harrison County, Ohio, also being a part of the lands conveyed unto Robert Miller in Tract 7 of O.R. Book 91 Page 469 (#09-00005).

Being at a ½ inch rebar found at the intersection of T.R. 109 and T.R. 108 marking the southwest corner of the northwest quarter of Section 25, thence North 01° 01' 00" East 730.12 feet along the section line and along the centerline of T.R. 108 to a point, the True Point of Beginning.

Thence North 27° 14' 48" East 101.07 feet along the centerline of said 30 foot easement to a point on the north line of the above described 18.000 acre parcel and There Ends.

All iron pins set are 5/8 inch rebars with a plastic T.D. cap marked "Baker 6938". Bearings are from Official Records volume 91, Page 469.

Auditor's Parcel Number for Tract 5: 09-0000004.206 (Section 25, NW/4)

**End of Exhibit "A"**

BRETT HILLYER

Inst #202400004318



202400004318 11/25/2024 01:28 PM  
Filed for Record in HARRISON County, OH  
Joshua Willis, Recorder Rec Fees: \$42.00  
MIN OR Vol 290 Pgs 2711 - 2713

HARRISON COUNTY ENGINEER  
TRANSFER NOT NECESSARY  
DATE 11/25/24 INT KKT

HARRISON COUNTY AUDITOR  
ALLISON M. ANDERSON  
REAL ESTATE TRANSFER BY *[Signature]*  
CONV.FEE            EX             
TRAN.FEE \$1.00 DATE 11/25/2024

**QUIT-CLAIM DEED**  
**Minerals Only**

See Section 5302.11 Ohio Revised Code  
Executed in accordance with Chapter 5301 of the Revised Code

ROBERT L. MILLER, AND THERESA MILLER, HUSBAND AND WIFE, GRANTORS,  
of Stark County, Ohio for valuable consideration paid, grants, to  
ROBERT WEAVER AND AMANDA WEAVER, HUSBAND AND WIFE, GRANTEES,  
their joint lives remainder to the survivor of them,  
whose tax mailing address is 1910 U.S. 62, Dundee, OH 44624, the following REAL PROPERTY:

HEREBY CONVEYING, unto ROBERT WEAVER AND AMANDA WEAVER, HUSBAND  
AND WIFE, their heirs and assigns, any and all minerals underlying the following described  
property, including but not limited to oil, gas, clay, shale, coal and coal rights, including the  
right to bonus payments, lease payments, oil, gas and coal royalty payments and any right to  
re-sign surface leases for the development of underlying minerals, with the right reserved, to  
enter upon the fee estate as may be reasonably necessary to recover said minerals.

Said property being described as follows:

Situated in the Township of Washington, Harrison County, State of Ohio:

**TRACT ONE:** Being a part of the southwest quarter of section  
26, Washington Township, T-12 N, R-7 W, Harrison County, Ohio,  
also being a part of lands conveyed unto Robert L. Miller in  
Tract 2 of O.R. Book 91 pages 469. (Parcel No. 30-00005)

Described as follows:

Commencing at a 5/8 inch rebar found marking the southwest  
corner of the southwest quarter of section 26, thence S 88  
degrees 39' 35" E 640.28 feet along the section line and along  
the Freeport township line to an iron pin set the True Point of  
Beginning.

Thence with the following TEN (10) COURSES:

- 1) N 09 degrees 53' 10" E 358.97 feet to an iron pin set.
- 2) N 71 degrees 30' 46" E 845.52 feet to an iron pin set in  
the center of Twp. Rd. 107;
- 3) S 26 degrees 07' 48" E 208.92 feet along the centerline of  
Twp. Rd. 107 to an iron pin set;
- 4) S 64 degrees 30' 47" E 200.53 feet along the centerline of  
Twp. Rd. 107 to a 5/8 inch rebar found in the center of  
Twp. Rd. 109;
- 5) S 66 degrees 29' 39" W 177.38 feet along the centerline of  
Twp. Rd. 109 to a 5/8 inch rebar found;
- 6) S 71 degrees 22' 39" W 341.95 feet along the centerline of  
Twp. Rd. 109 to a 5/8 inch rebar found;
- 7) S 65 degrees 03' 10" W 117.51 feet along the centerline of  
Twp. Rd. 109 to a 5/8 inch rebar found;
- 8) S 54 degrees 22' 39" W 111.80 feet along the centerline of  
Twp. Rd. 109 to a 5/8 inch rebar found;
- 9) A 27 degrees 02' 09" W 70.83 feet along the centerline of  
Twp. Rd. 109 to a 5/8 inch rebar found on the section line  
and the Freeport township line;
- 10) N 88 degrees 39' 35" W 420.33 feet along the section line  
and along the Freeport township line to the True Place of  
Beginning.

This parcel contains 0.648 acres, but subject to all highways  
and easements of record.

All iron pins set are 5/8 inch rebars with a plastic I. D. cap marked "Baker 6938".  
Bearings are from Plat vol. 82 page 455.

This survey made and description prepared by Jamie D. Darr PS  
7755 August 14, 2001.

Parcel No. 30-0000005.004

All Mineral 30-0000005.404, SW QTR S26 T12 R7 8.648 AC

Prior Instrument Reference: Volume 190, Page 443, Official Records of Harrison County, Ohio.

Tract Two:

Situated in the Township of Washington, Harrison County, and State of Ohio, and being part of the Southwest Quarter of Section 26, Township 12 and Range 7 and being all of the residual of 160.00 acre tract by deed, parcel number 30-0000005.000 by deed owned by Robert L. Miller in O. R. Vol. 91, Page 469 and being more fully described as follows:

Beginning at an uncapped iron pin found at the northwest corner of the Southeast Quarter of Section 296, and known as the true place of beginning of the tract herein described, thence with quarter section line S 89° 15' 31" E, 980.05 feet to an uncapped iron pin found.

Thence leaving said section line, S 02° 06' 47" E, 365.41 feet to a capped iron pin found.

Thence S 28° 49' 43" E, 1619.19 to a capped iron pin found.

Thence S 83° 46' 19" W, 232.25 feet to a capped iron pin found.

Thence S 76° 22' 16" W, 198.36 feet to an uncapped iron pin found in Green Road (Twp. Rd. 106).

Thence with said road the following nice courses, N 78° 37' 31" W, 289.39 feet to an uncapped iron pin found.

Thence S 86° 31' 46" W, 131.44 feet to an uncapped iron pin found.

Thence S 75° 47' 58" W, 234.14 feet to an uncapped iron pin found.

Thence N 89° 39' 47" W, 103.72 feet to an uncapped iron pin found.

Thence N 74° 56' 32" W, 93.11 feet to an uncapped iron pin found.

Thence N 52° 54' 46" W, 68.34 feet to an uncapped iron pin found.

Thence N 41° 15' 46" W, 205.21 feet to an uncapped iron pin found.

Thence N. 39° 58' 05" W, 242.04 feet to a capped iron pin set being a 5/8 inch by 30 inch rebar capped Celestino S-8220 as are all that are set.

Thence N 22° 10' 13" W, 318.74 feet to an iron pin set.

Thence N 05° 33' 52" W, 139.83 feet to an iron pin set.

Thence N 71° 55' 24" W, 56.69 feet to an iron pin set being on the section line between sections 26 and 32 and passing an iron pin set at 15.93 feet.

Thence with section line, N 01° 01' 02" E, 1018.32 feet to the place of beginning and containing 51.759 acres.

Surveyed under the supervision of Richard L. Celestino, Registered Professional Surveyor #S-8220 in October 2015. Basis of bearing the north line of the Southwest Quarter of Section 26 by previous survey, N 89° 15' 32" W, but subject to all legal streets and restrictions of record.

Parcel No. 30-0000005.401

All Mineral #30-0000005.401 SW QTR S26 T12 R7 51.759 AC

Prior Instrument Reference: Volume 238, Page 846, Official Records of Harrison County, Ohio.

This Deed conveys any outstanding mineral interest still remaining in any of the three aforementioned parcels.

The purpose of this Deed is to convey any interest previously reserved; all remaining interest shall transfer to the Grantees

Subject to all encumbrances, reservations and exceptions, including but not limited to coal, minerals, oil and gas, right of ways, easements and leases, if any, of record.

This property is transferred subject to any liens, encumbrances, mortgages or other matters of record and no examination of said records has been made at the request of Grantors and Grantees.

EXECUTED this 15<sup>th</sup> day of November 2024.

Robert Miller

Robert Miller

Theresa Miller

Theresa Miller



SHEILA A. TROYER  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires 1/31/2026

State of Ohio, Stark County, SS:

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of  
November, 2024, by Robert Miller and Theresa Miller.

Sheila A. Troyer

Notary Public

My Commission expires: 1/31/2026

Instrument prepared by:  
Attorney Brett H. Hillyer  
Connolly, Hillyer & Ong, Inc.  
201 N Main ST, P.O. Box 272  
Uhrichsville, Ohio 44683  
(740) 922-4161



Eff. 6/2022

STATE OF OHIO  
DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

**Purpose of Disclosure Form:** This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. **POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).**

**Owner's Statement:** The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

**Instructions to Owner:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials  Date 09/03/2025?  
Owner's Initials  Date

Purchaser's Initials  Date   
Purchaser's Initials  Date

EXHIBIT C





Eff. 06/2022

STATE OF OHIO  
DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address:

78501 Green Rd, Tippacanoe, OH 44699

Owners Name(s):

Robert & Theresa Miller

Date: 09/03/2025

Owner ☐ is ☒ is not occupying the property. If owner is occupying the property, since what date:

If owner is not occupying the property, since what date: Uses occasional

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

☐ Public Water Service

☐ Holding Tank

☐ Unknown

☐ Private Water Service

☐ Cistern

☐ Other

☒ Private Well

☐ Spring

☐ Shared Well

☐ Pond

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? ☒ Yes

☐ No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

One pex waterline leaking. Intending to repair before auction.

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) ☐ Yes ☐ No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

☐ Public Sewer

☐ Private Sewer

☒ Septic Tank

☒ Leach Field

☐ Aeration Tank

☐ Filtration Bed

☐ Unknown

☐ Other

If not a public or private sewer, date of last inspection: Na Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property?

☐ Yes ☒ No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? ☐ Yes ☒ No


If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? ☐ Yes ☐ No

If "Yes", please describe and indicate any repairs completed: Had fan installed previously in crawl space to

To try and help keep moisture down in crawl space. Change fan duct

Owner's Initials  Date 09/03/2025  
Owner's Initials  Date

Purchaser's Initials  Date  
Purchaser's Initials  Date

**Property Address** 78501 Green Rd, Tippacanoe, OH 44699

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? ☐ Yes ☒ No  
If "Yes", please describe and indicate any repairs completed: Few old water stains ceiling paint

Have you ever had the property inspected for mold by a qualified inspector? ☐ Yes ☒ No  
If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: \_\_\_\_\_

**Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.**

**E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS):** Do you know of **any previous or current** movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

☒ Yes ☐ No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): Mild floor unevenness.

Do you know of **any previous or current** fire or smoke damage to the property? ☐ Yes ☒ No  
If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

**F) WOOD DESTROYING INSECTS/TERMITES:** Do you know of **any previous/current** presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites?

☒ Yes ☐ No  
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): Treated 2-3 times over time for ants

**G) MECHANICAL SYSTEMS:** Do you know of **any previous or current** problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

1)Electrical	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A	8)Water softener	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A
2)Plumbing (pipes)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A	a. Is water softener leased?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3)Central heating	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A	9)Security System	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A
4)Central Air conditioning	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A	a. Is security system leased?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5)Sump pump	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A	10)Central vacuum	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A
6)Fireplace/chimney	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A	11)Built in appliances	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A
7)Lawn sprinkler	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A	12)Other mechanical systems	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): \_\_\_\_\_

**H) PRESENCE OF HAZARDOUS MATERIALS:** Do you know of the **previous or current** presence of any of the below identified hazardous materials on the property?

1) Lead-Based Paint	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
2) Asbestos	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
4) Radon Gas	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown
a. If "Yes", indicate level of gas if known	_____
5) Other toxic or hazardous substances	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: \_\_\_\_\_

Owner's Initials RM Date 09/03/2025  
Owner's Initials ZM Date \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_

**Property Address** 78501 Green Rd, Tippacano, OH 44699

**I) UNDERGROUND STORAGE TANKS/WELLS:** Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? ☐ Yes ☒ No  
If "Yes", please describe: \_\_\_\_\_

Do you know of any oil, gas, or other mineral right leases on the property? ☒ Yes ☐ No

**Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.**

**J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:**

Is the property located in a designated flood plain? ☐ Yes ☒ No ☐ Unknown

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? ☐ Yes ☒ No ☐ Unknown

**K) DRAINAGE/EROSION:** Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? ☐ Yes ☒ No  
If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): \_\_\_\_\_

**L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION:** Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? ☐ Yes ☒ No  
If "Yes", please describe: \_\_\_\_\_

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). ☐ Yes ☒ No  
If "Yes", please describe: \_\_\_\_\_

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? ☐ Yes ☒ No  
If "Yes", please describe: \_\_\_\_\_

List any assessments paid in full (date/amount) \_\_\_\_\_  
List any current assessments: \_\_\_\_\_ Length of payment (years \_\_\_\_\_ months \_\_\_\_\_)


Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. ☐ Yes ☒ No  
If "Yes", please describe (amount) \_\_\_\_\_

**M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS:** Do you know of any of the following conditions affecting the property?

- |                           |   |   |   |
|---------------------------|---|---|---|
| 1) Boundary Agreement     | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 4) Shared Driveway                            | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2) Boundary Dispute       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 5) Party Walls                                | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3) Recent Boundary Change | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 6) Encroachments From or on Adjacent Property | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
- If the answer to any of the above questions is "Yes", please describe: \_\_\_\_\_

**N) OTHER KNOWN MATERIAL DEFECTS:** The following are other known material defects in or on the property:

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials  Date 09/03/2025  
Owner's Initials  Date \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_

Property Address 78501 Green Rd, Tippacanoe, OH 44699

## CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER:	<i>Robert Miller</i> <div style="font-size: 8px; text-align: right; margin-top: 2px;">                     dotloop verified                      09/24/25 5:52 PM EDT                      NON1-ITAF-42V0-B7RD                 </div>	DATE: <u>09/03/2025</u>
OWNER:	<i>Theresa L Miller</i> <div style="font-size: 8px; text-align: right; margin-top: 2px;">                     dotloop verified                      09/26/25 2:22 PM EDT                      4JAY-KEVU-7731-VQMF                 </div>	DATE: _____

## RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered *prior* to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

**Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.**

**Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.**

**Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at [www.dnr.state.oh.us](http://www.dnr.state.oh.us).**

**Purchaser should exercise whatever due diligence purchaser deems necessary with respect to the potential presence of hazardous materials (Radon Gas, lead pipes, toxic mold, etc.) that may affect the purchaser's decision to purchase the property. See Appendix A for a list of resources.**

**I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.**

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER:		DATE: _____
PURCHASER:		DATE: _____



## Department of Commerce

Division of Real Estate  
& Professional Licensing

# STATE OF OHIO RESIDENTIAL PROPERTY DISCLOSURE FORM

### Appendix A – Links to Additional Information & Resources

This list is not exhaustive. If the purchaser is concerned about the presence of any potential hazardous material in this property, purchaser assumes responsibility to obtain information from the listed resources and/or in consultation with a person licensed/certified in the area of concern.

#### RADON GAS

- <https://www.epa.gov/radon>
- <https://www.epa.gov/sites/production/files/2015-05/documents/hmbuygud.pdf>
- <https://odh.ohio.gov/wps/portal/gov/odh/know-our-programs/radon-education-and-licensing-program/welcome/>

#### LEAD

- <https://www.cdc.gov/nceh/lead/prevention/sources.htm>
- <https://www.epa.gov/lead/learn-about-lead>
- <https://www.epa.gov/ground-water-and-drinking-water/lead-service-line-replacement>
- <https://odh.ohio.gov/wps/portal/gov/odh/know-our-programs/healthy-homes/welcome>

If you are on a municipal water service, check with that provider, they may have a lead pipe mapping program that you can access.

#### TOXIC MOLD

- <https://www.epa.gov/mold/mold-and-your-home>
- <https://www.cdc.gov/mold/default.htm>

#### ASBESTOS

- <https://www.cpsc.gov/safety-education/safety-guides/home/asbestos-home/>
- <https://www.epa.gov/asbestos/protect-your-family-exposures-asbestos#whattodo>

#### UREA FORMALDEHYDE

- [https://www.cpsc.gov/s3fs-public/An-Update-On-Formaldehyde-725\\_1.pdf?O3CFjmPrIFt\\_ogVb7OhX4ZDPu7fYky8Q](https://www.cpsc.gov/s3fs-public/An-Update-On-Formaldehyde-725_1.pdf?O3CFjmPrIFt_ogVb7OhX4ZDPu7fYky8Q)





## CONSUMER GUIDE TO AGENCY RELATIONSHIPS

### Richard T. Kiko Agency, Inc. (dba KIKO)

We are pleased you have selected KIKO to help you with your real estate needs. Whether you are selling, buying, or leasing real estate, KIKO can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Ohio, you can also contact the Ohio Division of Real Estate & Professional Licensing at 614-466-4100 or on their website at [www.com.state.oh.us](http://www.com.state.oh.us).

#### Representing Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages which would also represent the seller's interest and owe the seller these same duties.

#### Representing buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as a buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction.

#### Dual Agency

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents", they must maintain a neutral position between the buyer and the seller. They must not advocate the position of one client over the best interest of the other client or disclose any personal or confidential information to the other party without written consent.

#### Split Agency

On occasion, the buyer and seller will each be represented by two different agents from the same company. In this case, the agents each represent the best interest of their respective clients. The brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will protect the confidential information of both parties.

#### Working with KIKO

KIKO does offer representation to both buyers and sellers when it is not a KIKO auction sale. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client pursuant to Split Agency, but KIKO and its managers will act as a dual agent. This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. However, KIKO will still supervise both agents to assure that their clients are being fully represented. The brokerage will protect the confidential information of both parties.

The policy of KIKO also permits one agent to represent both parties pursuant to Dual Agency. In the event that both the buyer and seller are represented by one agent, that agent and KIKO will act as dual agents, but only if both parties agree. As dual agents, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that will place one party at an advantage over the other or advocate or negotiate to the detriment of either party. If Dual Agency occurs, you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can seek representation from another brokerage.



As the buyer, you may also choose to represent yourself on properties that KIKO has listed. In that instance, KIKO will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

### **KIKO Auction Sales**

KIKO represents sellers who are selling the property by means of the auction method. Due to the unique features of an auction sale, it is the policy of KIKO that it and ALL of its agents represent only the seller at an auction sale. Because ALL of the KIKO agents have a duty of full disclosure to the seller, in an auction sales situation, you should not share any information with a KIKO agent that you would not want the seller to know.

### **Working with Other Brokerages**

KIKO does offer representation to both buyers and sellers. When KIKO lists property for sale, it also cooperates with and offers compensation to other brokerages that represent buyers. KIKO does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because KIKO shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead, that company will be representing the buyer and KIKO will be representing your interests.

When acting as a buyer's agent, KIKO also accepts compensation offered by the listing broker. If the property is not listed with any broker or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

### **Fair Housing Statement**

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable 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. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

***Because it is important you have this information, Ohio law requires that we ask you to sign below in acknowledgement for the receipt of this Consumer Guide. Doing so will not obligate you to work with our company if you do not choose to do so.***

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date





Entirety



## AGENCY DISCLOSURE STATEMENT

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 78501 Anderson Rd, Tippecanoe, OH

Buyer(s): \_\_\_\_\_

Seller(s): Robert L & Theresa Miller

### I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

### II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_\_\_\_\_ represent both the buyer and the seller, check the following relationship that will apply:

- ☐ Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- ☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

### III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Jeff R Kiko and real estate brokerage Kiko will

- ☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_
- ☒ represent only the (check one) ☒ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

### CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

# DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

**As a dual agent, the agent(s) and brokerage shall:**

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

**As a dual agent, the agent(s) and brokerage shall not:**

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

**Compensation:** Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

**Management Level Licensees:** Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

**Responsibilities of the Parties:** The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

**Consent:** By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to:

Ohio Department of Commerce  
Division of Real Estate & Professional Licensing  
77 S. High Street, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100



## Purchase Agreement Entirety

Auction Date 10/11/2025

**Seller(s)** Robert L Miller, Theresa Miller

### Buyer Information (Must be completed by agent)

Primary Buyer Name \_\_\_\_\_

Street 1, Suite \_\_\_\_\_ Home Phone \_\_\_\_\_

Street 2 \_\_\_\_\_ Cell Phone \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Work Phone \_\_\_\_\_

E-mail Address \_\_\_\_\_

\* Individually list any other buyer(s) on the back side of the white page.

Attorney to review Title and Closing Documents, if desired

Name \_\_\_\_\_

Street 1, Suite \_\_\_\_\_ Home Phone \_\_\_\_\_

Street 2 Cell Phone

City, State, Zip \_\_\_\_\_ Work Phone \_\_\_\_\_

## DEED INFORMATION

Deed Name

Tax Mailing Address

Street 1, Suite \_\_\_\_\_

Street 2 \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Buyer to advise KIKO and/or title company on how title will be taken, as soon as possible.

## FINANCING INFORMATION

Type	Financing	No Financing
------	-----------	--------------

Lender Name \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_

## DEPOSIT INFORMATION

Deposit check on what date? (month/day/year) \_\_\_\_\_

**ONLY FILL OUT FOLLOWING INFO IF GETTING \$10,000 OR MORE IN CASH AND/OR CASHIER CHECK OR COMBINATION OF THE TWO**, we are required to report it to the IRS. If the person that provided the funds is someone other than the buyer, obtain the information to complete the section below. Otherwise, obtain the buyer's Social Security Number (SSN), Driver's License # and Date of Birth (DOB).

SSN \_\_\_\_\_ Driver's License # \_\_\_\_\_ DOB \_\_\_\_\_ Occupation \_\_\_\_\_

Actual Payor Name \_\_\_\_\_

Street 1, Suite \_\_\_\_\_ Home Phone \_\_\_\_\_

Street 2 \_\_\_\_\_ Cell Phone \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Work Phone \_\_\_\_\_

How this sale was recorded	Cassette	Digital	N/A
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**The following forms have been signed by the buyer?**

Agency Disclosure Form      Property Disclosure Form      Lead Based Paint Disclosure

### Runner Up Information

Runner Up Name \_\_\_\_\_ Bidder # \_\_\_\_\_

Street 1, Suite \_\_\_\_\_ Home Phone \_\_\_\_\_

Street 2 Cell Phone

City, State, Zip \_\_\_\_\_ Work Phone \_\_\_\_\_

White copy to OFFICE    Yellow copy to BUYER

\$ \_\_\_\_\_ / Tippecanoe OH / 10/11/2025  
ON DEMAND after date for value received, individually and collectively.

I promise to pay , Robert L Miller, Theresa Miller

on order, the sum of \_\_\_\_\_ Dollars with interest at rate of 0  
percent per annum, payable at 2722 Fulton Dr NW Canton OH 44718, annually.

And I do hereby authorize any Attorney at Law to appear for me in an action of the above note, at any time after said note becomes due, in any Court of Record situated in the County where I then reside or in the County where I or anyone of us signed this warrant and being in the United States, to waive the issuing and service of process, and confess a judgment in favor of the legal holder of the above against me for the amount that may then be due thereon, with interest therein at the rate mentioned, and costs of suit, and to waive and release all errors in said proceedings and the right to appeal from the judgment rendered.

Signature X

WARNING: "BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDIT OR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE."

Signature X

**WARNING: Read warning statement above before signing. At Harrison County, OH**