

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE A

1. **Effective date:** May 25, 2010 at 7:59 a.m. **File No.** CHARFR #5
2. **Policy or Policies to be issued:** **Amount**
 - (a) **Owners Policy** \$ To be determined but not to exceed 308,000.00
Proposed Insured:
to be determined
 - (b) **Loan Policy** \$ To be determined but not to exceed 308,000.00
Proposed Insured:
to be determined
3. **The estate or interest in the land described or referred to in this Commitment is:** fee simple
4. **Title to the fee simple estate or intestate in the land is at the Effective Date vested in:**
Fred A. Charton, Trustee of the Fred A. Charton Revocable Living Trust dated May 28, 1998, Vol. 762, Page 143, Vol. 759, Page 286, Vol. 759, Page 283, Vol. 726, Page 540, and Vol. 510, Page 736, Tuscarawas County Deed Records
5. **The land referred to in this Commitment is described as follows:**
See description attached hereto at Schedule A

Issuing Agent: Glenn G. Durmann
Agent Control No. A34361
Address: 405 Chauncey Avenue, NW, PO Box 668
City, State, Zip: New Philadelphia, OH 44663
Telephone: (330) 343-5585

**Old Republic National Title Insurance Company
Insurance Fraud Warning**

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE A - LEGAL DESCRIPTION

Situated in the Township of Lawrence. County of Tuscarawas, and State of Ohio

Being all of the remainder of a 15.69 acre tract of the First Quarter of Township 10, Range 2 and part of Lot 4 in the Second Quarter of Township 10, Range 2 and also being all the remainder of a 98.242 acre tract conveyed to Fred A, and Margaret A. Charton by Deed recorded in Volume 510, Page 736 of the Tuscarawas County Deed Records, and being more fully described as follows:

Beginning at the southwest corner of Lot 4 and being the southwest corner of said 98.242 acre tract,

Thence from this "TRUE PLACE OF BEGINNING", and with the west line of said Lot 4, North 05 deg. 29 min. 22 sec. East, 1663.98 feet to a stone found at the northwest corner of Lot 4 and being the northwest corner of said 98.242 acre tract;

Thence with the north line of Lot 4 and the north line of said 98.242 acre tract. South 81 deg. 39 min. 30 sec. East, 1381.89 feet to an iron pin set at the most northwesterly corner of a 0.843 acre tract (712-753);

Thence leaving the said north line of Lot 4 with the bounds of said 0.843 acre tract and with an arc curve to the left having a radius of 50.00 feet and a length of 114.68 feet and a chord which bears South 57 deg. 21 min. 47 sec. East, a distance of 91.14 feet to a point;

Thence continue with said bounds and with an arc curve to the right having a radius of 30.00 feet and a length of 21.68 feet and a chord which bears North 77 deg. 38 min. 07 sec. East, a distance of 21.21 feet to an iron pin found at the Northwest corner of a 0.753 acre tract (698-714);

Thence with the west line of said tract, South 08 deg. 20 min. 30 sec. West 30.00 feet to an iron pin found at the southwest corner of said tract;

Thence with the south line of said tract, South 81 deg. 39 min. 30 sec. East, 577.51 feet to an iron pin found at the northwest corner of a 6.210 acre tract (698-700);

Thence with the west lines of said 6.210 acre tract and a 9.330 acre tract (726-549), South 04 deg. 42 min. 30 sec. East, 1355.43 feet to an iron pin found at the southwest corner of said 9.330 acre tract (726-549);

Thence with the south line of said 9.330 acre tract, South 81 deg. 22 min. 41 sec. East, 541.04 feet to a railroad spike found in the center of said Fort Laurens Road (County Road 102);

Thence with the center of said Fort Laurens Road (County Road 102), South 30 deg. 17 min. 32 sec. West. 92.13 feet to point in the center of said road at the northeast corner of a 3.86 acre tract (731-51);

Thence leaving said road and with the north line of said 3.86 acre tract (731-51), North 81 deg. 22 min. 41 sec. West, 847.50 feet to an iron pin found passing an iron pin found at 30.00 feet;

Thence with the west line of said 3.86 acre tract, South 30 deg. 46 min. 21 sec. West, 223.55 feet to an iron pin found at the southwest corner of said 3.86 acre tract and on the south line of said 98.242 acre tract and the north line of Ackerman's Subdivision as recorded in Plat Book 15 at Page 47 of the Tuscarawas County Plat Records;

Thence with the south line of said 98.242 acre tract and the north line of said Ackerman's Subdivision, North 81 deg. 22 min. 41 sec. West, 1859.40 feet to the "TRUE PLACE OF BEGINNING", **containing 82.239 acres**, more or less, of which 81.984 acres is in Lot 4 in the Second Quarter and is all of the remainder of the 98.242 acre tract and shown on the Auditor's Records as 82.359 acre tract and 0.345 of an acre is in the First Quarter and is all of the remainder of the 15.69 acre tract and shown on the Auditor's Records as 0.806 of an acre,

but subject to all legal highways, right of ways, easements and leases of record.

Survey and description by Ronald L. Smith, Registered Surveyor 5324. All iron pins set were 5/8" by 30" with a cap stamped Ron Smith 5324. Bearings were oriented to the 6.210 acre tract (698-700).

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE B - SECTION I

Requirements:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
 - A. Deed conveying the premises described hereto at Schedule A
 - B. Mortgage encumbering the premises described hereto at Schedule A

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE B - SECTION II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
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 of easements 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 government 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. The Tuscarawas County Auditor's 2009 General Tax Duplicate for Parcel #34-00771.000 shows:

Taxes for the first half of the year 2009 in the amount of \$638.77, including a special assessment of \$6.00 are paid. Taxes for the second half of the year 2009 in the amount of \$638.77, including a special assessment of \$6.00, are a lien not yet due. Taxes for the year 2010 are a lien not yet determined.
NOTE: The above Parcel is being taxed at its current agricultural use value.

Additions, recoupments or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.
8. Pending the administration of the estate of Fred A. Charton, deceased, Tuscarawas County Probate Case No. 2008 ES 54886, in which the will of Fred A. Charton was admitted to Probate on April 28, 2008, and in which John Ostapuck has been appointed Administrator.
9. Temporary easement from Fred A. Charton and Margaret A. Charton, husband and wife, to the Board of Commissioners of Tuscarawas County dated May 20, 1985, and recorded May 29, 1985 at 11:08 a.m. in Volume 592, Page 787 of the Tuscarawas County Deed Records.
10. Easement from Fred A. Charton and Margaret A. Charton, husband and wife, to the Board of Lawrence Tuscarawas Trustees dated July 29, 1985, and recorded August 8, 1985 at 11:12 a.m. in Volume 595, Page 361 of the Tuscarawas County Deed Records.
11. Easement from Fred A. Charton and Margaret A. Charton, husband and wife, to Columbia Gas of Ohio dated May 11, 1985, and recorded August 29, 1985 at 9:47 a.m. in Volume 595, Page 803 of the Tuscarawas County Deed Records.

12. Easement from Fred A. Charton and Margaret A. Charton, husband and wife, to the Board of Commissioners of Tuscarawas County dated October 21, 1985, and recorded October 22, 1985 at 9:58 a.m. in Volume 597, Page 469 of the Tuscarawas County Deed Records.
13. Right of way easement from Fred A. Charton and Margaret A. Charton, husband and wife, to the Board of Commissioners of Tuscarawas County dated November 30, 1987, and recorded May 4, 1988 at 3:58 p.m. in Volume 619, Page 27 of the Tuscarawas County Deed Records.
14. Oil and gas lease from Alvin J. Haueter and Wilma Haueter, husband and wife, to Ohio Fuel Gas Company dated June 16, 1948, and recorded September 7, 1948 at 7:15 a.m. in Volume 46, Page 131 of the Tuscarawas County Lease Records. Affidavit of non-compliance dated June 18, 1979, and recorded June 27, 1979 at 9:06 a.m. in Volume 5, Page 68 of the Miscellaneous Records of Tuscarawas County.
NOTE: No examination was made under the estate created under the above instrument.
15. Oil and gas lease from Alvin J. Haueter and Wilma Haueter, husband and wife, to Central Michigan Oil Company dated February 26, 1964, and recorded March 27, 1964 at 10:18 a.m. in Volume 66, Page 463 of the Tuscarawas County Lease Records.
NOTE: No examination was made under the estate created under the above instrument.
16. Oil and gas lease from Fred A. Charton and Margaret A. Charton, husband and wife, to MB Oil & Gas Company dated April 1, 1975, and recorded May 13, 1975 at 10:58 a.m. in Volume 93, Page 565 of the Tuscarawas County Lease Records.
NOTE: No examination was made under the estate created under the above instrument.
17. Oil and gas lease from Fred A. Charton and Margaret A. Charton, husband and wife, to MB Oil & Gas Company dated March 17, 1977, and recorded April 7, 1977 at 11:53 a.m. in Volume 98, Page 189 of the Tuscarawas County Lease Records.
NOTE: No examination was made under the estate created under the above instrument.
18. No search was made of U.S. District Court or Bankruptcy Court records and an exception in this regard will appear on any policy to be issued by the company.
19. This commitment for title insurance is issued in contemplation of the issuance of a policy, or policies, of title insurance and Kyler, Pringle, Lundholm & Durmann, L.P.A. or Old Republic National Title Insurance Company (hereinafter "Old Republic") shall have no obligation outside the terms of this commitment. Specifically, any title search or examination conducted by Kyler, Pringle, Lundholm & Durmann, a Legal Professional Association as a basis for issuing this commitment shall be for the benefit of Kyler, Pringle, Lundholm & Durmann, a Legal Professional Association and Old Republic only, and does not inure to the benefit of any other party, including any seller, purchaser or lender. In the event any proposed insured under this commitment fails to acquire, or elects not to acquire, a final policy prior to the expiration date of the commitment, said proposed insured shall have no cause of action or recourse against Kyler, Pringle, Lundholm & Durmann, a Legal Professional Association or Old Republic and in no event shall any proposed insured have any claim or cause of action against Kyler, Pringle, Lundholm & Durmann, a Legal Professional Association or Old Republic based on the title search or examination. By accepting the within commitment, the proposed insured, along with any other parties to the contemplated transaction, consents to and agrees with the foregoing.
20. This policy does not insure the area, quantity or accuracy of dimensions of the premises described in Schedule A, herein.
21. Items #1 through #5 will be deleted upon receipt of an appropriate executed affidavit, acceptable survey, and payment of the standard fee.

END OF SCHEDULE B

NOTE: There is hereby deleted any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate State, Local or Federal Law.

NOTE: Effective on January 1, 2007 all outstanding Closing Protection Letters issued by the Company on behalf of any Agent will be terminated by Law. Pursuant to O.R.C. 3953.32 any Closing Protection Coverage requested for a real estate closing which takes place on or after January 1, 2007 can be provided only upon the form approved by the Ohio Department of Insurance. This Closing Protection Coverage must be transaction specific.

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.

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

72363

That in consideration of One dollar and other good and valuable consideration paid to Fred A. Charton and Margaret A. Charton, husband and wife hereinafter referred to as GRANTOR, by Board of Commissioners of Tuscarawas County, Ohio, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a temporary easement for sewer-line construction along the east line of the GRANTOR'S property. The easement being 10' wide, parallel and adjacent to the existing right of way of County Road 102 and extending from the south line of the Robert L. Martin property in a southerly direction approximately 75' as shown on the attached plat marked "Exhibit A".

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This easement is situated in the Township of Lawrence, County of Tuscarawas and State of Ohio being part of a 13.659 acre tract in the first quarter of township 10, range 2 in said Township, County and State aforesaid.

Also, conveying to the said Grantee, its successors and assigns, a temporary easement for sewer-line construction extending from the west right-of-way line of the Norfolk and Western railroad to the north line of the Robert L. Martin 5.00 acre tract and adjacent to the existing right of way of County Road 102.

The easement with to be variable as shown on the attached plat and 30' parallel to the proposed sanitary sewer.

Said temporary easement also being part of 13.659 acre tract in Lawrence Township, Tuscarawas County, Ohio and in the first quarter of Township 10, Range 2 thereof.

It is agreed that the GRANTEE upon completion of the use of the said easement for the construction of the aforesaid sewer line shall remove all debris arising from the installation and construction of said sanitary sewer and appurtenances thereto and shall restore the above described premises substantially to their condition prior to construction, except as provided above and except anything existing in violation of the restrictions aforesaid, that in the exercise of its right of ingress and egress and its right to construct said sanitary sewer and appurtenances, GRANTEE shall restore said premises to their condition prior to such ingress and egress and work.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument and document this 20th day of May, 1985.

Signed, Sealed and Acknowledged in the Presence of:

Edna S. Maser
George A. Raymond

Fred A. Charton
Margaret A. Charton

NO TRANSFER NECESSARY
DATE: 5-29-85

STATE OF OHIO
TUSCARAWAS COUNTY

Before me, a Notary Public, in and for said County, personally appeared the above named Fred A. Charton and Margaret A. Charton, husband and wife who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

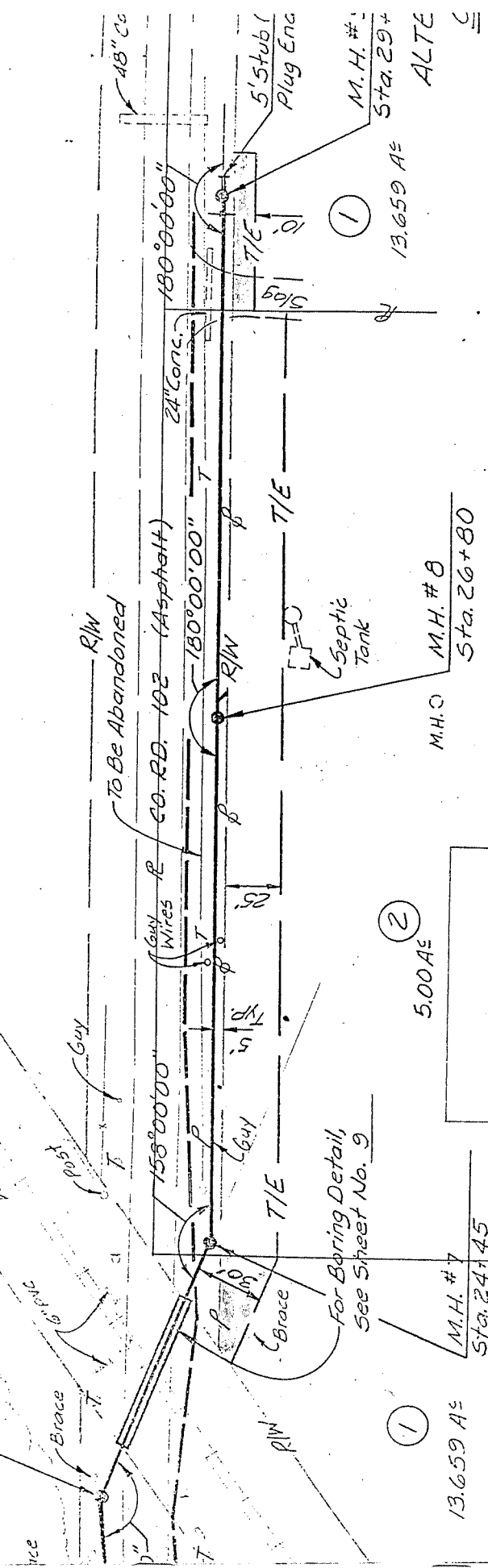
In testimony whereof, I have hereunto subscribed my name at Bolivar, Ohio, this 20th day of MAY, 1985.

GEORGE A. REYMOND, Notary Public
My Commission Expires Mar. 12, 1990

My Commission expires:

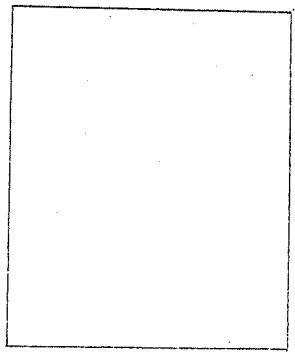
Sworn to before me and subscribed in my presence 20th day of May, 1985.

George A. Raymond
Notary Public



Item No.	Descript.
2	Granular Ba.
6	Railroad Cros
7	8" Sewer, 10'-
8	8" Sewer, 15'-
9	8" Sewer, Ove.
10	Manhole, 10'
11	Manhole, 15'-
12	Manhole, Ove
13	8" x 6" Wye -
14	6" House Co.

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1 Fred A. and Margaret A. Charton
 2 Robert L. Martin

RECEIVED FOR RECORD
 DORIS M. GODFREY, County Recorder
 11:08 a.m.
 MAY 29 1985
 Recorded May 29 1985
 Vol. 592 Page 788 of the
 Records of Ohio
 No fee

MICROFILMED

SCALE
 Horizontal: 1" = 50'
 Vertical: 1" = 10'

MICROFILMED

74421

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E A S E M E N T

This Easement made and concluded at Lawrence Township, Tuscarawas County, Ohio, by and between Fred A. Charton and Margaret A. Charton, husband and wife, hereinafter referred to as "GRANTORS" and the Board of Lawrence Township Trustees, hereinafter referred to as "GRANTEE".

NO TRANSFER NECESSARY

DATE:

John A. Baitzel
COUNTY AUDITOR

W I T N E S S E T H:

That, Whereas, GRANTORS are the owners of real estate known as and being a part of Lot 4 in the Second Quarter and part of the First Quarter of Township 10 (Lawrence), Range 2, United States Military Lands, Tuscarawas County, Ohio and further described as follows:

Out of a 98.242 acre & 13.659 acre tract of land conveyed from B. & A. Zimmerman to F. & M. Charton by deed recorded in Volume Page of the Deed Records of Tuscarawas County, Ohio, as more fully set forth herein; and

WHEREAS, GRANTEE is desirous of obtaining a Easement for roadway purposes over said premises;

\$1.00

NOW, THEREFORE, in consideration of and for the mutual covenants and benefits of the Parties hereafter set forth, the Parties hereto agree as follows:

1. That the GRANTORS do hereby grant unto the GRANTEE a perpetual right-of-way and easement for the purpose of construction and maintenance of a roadway upon, across, and over said premises as more specifically set forth in the following legal description:

Known as, and being a part of, Lot 4 in the Second Quarter and part of the First Quarter of Township 10 (Lawrence), Range 2, United States Military Lands, Tuscarawas County, Ohio and further described as follows:

Out of a 98.242 acre & 13.659 acre tract of land conveyed from B. & A. Zimmerman to F. & M. Charton by deed recorded in Volume Page of the Deed Records of Tuscarawas County, Ohio.

Beginning at an iron stake marking the Southeast corner of Lot 5 in the Second Quarter of Lawrence Township; thence North 81 degrees, 39 minutes and 30 seconds West, and along the North Line of a 98.24 acre tract of land now or formerly owned by F. & M. Charton as described in Deed Volume 510, Page 736 of the Deed Records of Tuscarawas County, and along the South line of the said Lot 5, for a distance of 960.72 feet to

a point; thence South 4 degrees 42 minutes and 30 seconds East, a Distance of 61.35 feet to the true place of beginning for the tract of land herein to be described; thence continuing South 4 degrees, 42 minutes and 30 seconds East, a distance of 1441.59 feet to an iron bar found marking the Northwest corner of a tract of land now or formerly owned by Wilbur Haueter as described in Deed Volume 248 Page 601 of the Deed Records of Tuscarawas County; thence South 81 degrees, 21 minutes and 45 seconds East, and along the North line of said Haueter tract, for a distance of 849.43 feet to the centerline of County Road 102; thence North 30 degrees, 17 minutes and 30 seconds East, and along the centerline of said road, for a distance of 92.13 feet to the Southeast corner of a 1.52 acre tract of land now or formerly owned by the Ohio Power Company as described in Deed Volume 473, Page 660; thence North 59 degrees, 42 minutes and 30 seconds West, and along the South line of said O.P. Co. Tract, for a distance of 120.00 feet; thence North 13 degrees, 37 minutes and 38 seconds West, and along the Westerly line of said 1.52 acre tract, a distance of 187.42 feet; thence North 30 degrees, 17 minutes and 30 seconds east, a distance of 165.00 feet to the Northwest corner of said 1.52 acre tract; thence South 59 degrees, 42 minutes and 30 seconds East, and along the North line of said 1.52 acre tract, a distance of 250.00 feet to the centerline of County Road 102; thence North 30 degrees, 17 minutes and 30 seconds East, and along the centerline of said road for a distance of 220.54 feet to the Southeast corner of a 5.0 acre tract of land now or formerly owned by Robert L. Martin as described in Deed Volume 587, Page 671 thence North 59 degrees, 42 minutes and 30 seconds West, and along the South line of said Martin Tract, a distance of 352.73 feet to the Southwest corner of said tract; thence North 4 degrees, 35 minutes and 15 seconds West, and along the West line of said tract, for a distance of 523.66 feet to the East line of Lot 4; thence South 5 degrees, 30 minutes and 43 seconds West, and along the East line of Lot 4, for a distance of 177.00 feet to the West line of a proposed roadway; thence North 4 degrees, 42 minutes and 30 seconds West, and along the West line of said proposed road, for a distance of 384.97 feet to a point; thence North 81 degrees, 39 minutes and 30 seconds West, parallel with and 60.00 feet South of measured at right angles to the North line of Lot 4, a distance of 881.43 feet to the true place of beginning and containing 29.7088 acres of land more or less but subject to all legal highways, easements, covenants, and restrictions of record.

There being 26.2230 acres out of Lot 4, in the Second Quarter of Lawrence TWP., and 3.4858 acres out of the First Quarter of Lawrence TWP.

2. That the perpetual right-of-way and easement granted pursuant to this Agreement shall include the right of ingress to and egress from said premises.
3. Nothing in this Agreement shall be deemed to include or grant any right, title, interest, claim or demand in or to said real estate of the GRANTOR other than the right to construct and maintain the utilities as granted herein.
4. The GRANTEE shall use said easement parcel in such manner as will not unreasonably interfere with the joint use thereof by the GRANTOR and the rights of others who may lawfully be using said premises.

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5. If any premises on the surrounding land of the GRANTORS sustain damage by reason of the installation and construction of a roadway or the repair or maintenance thereof, the GRANTEE shall restore said surrounding land to the condition in which it was found at the time of the commencement of said work.

IN WITNESS WHEREOF, Fred A. Charton and Margaret A. Charton subscribed their names hereto on this 29th day of July, 1985.

GRANTORS

Earl M. Tucker
Witness

Fred A. Charton
Fred A. Charton

Wayne L. App
Witness

Margaret A. Charton
Margaret A. Charton

THE STATE OF OHIO)
TUSCARAWAS COUNTY) ss:

Before me, a Notary Public in and for said County and State personally appeared the above-named Fred A. Charton and Margaret A. Charton who acknowledged that they did sign the foregoing Instrument and the same is their free act and deed for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Blythe, Ohio, this 29 day of JULY, 1985.

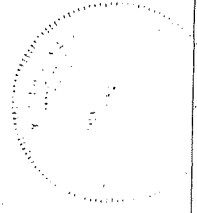
NO TRANSFER NECESSARY

DATE: 8-8-85

John A. B...
COUNTY AUDITOR

Charles E. Lundenberger
Notary Public

CHARLES E. LUNDENBERGER
Notary Public, State of Ohio
My Commission Expires May 11, 1990



This Instrument Prepared By:
Atty. Dennis D. Traver,
Dover, Ohio

MICROFILMED

75021

RIGHT OF WAY

VOL 595 803

FOR AND IN CONSIDERATION OF One Dollar (\$1.00) and other good and valuable consideration to Grantors in hand paid, receipt of which is hereby acknowledged,

FRED A. CHARTON and MARGARET CHARTON, his wife

(hereinafter called the Grantors whether singular or plural), do hereby grant to COLUMBIA GAS OF OH INC., with principal offices at 200 Civic Center Drive, P.O. Box 117, Columbus, Ohio 43216-0117, (hereinafter called the Company), its successors and assigns, the right to lay a pipeline together with service connections, over and through the premises hereinafter described, and to operate and maintain without restriction or limitation, repair, replace or change the size of its pipe without interruption service, and remove same, together with valves and other necessary appurtenances on lands situated in Lawrence Township, Tuscarawas County, State of Ohio and bounded as follows:

On the North by lands of Earl M. Fisher

On the East by lands of Consolidated Rail Corporation

On the South by lands of Robert L. Martin

On the West by lands of John George; Earl M. Fisher

containing 6.66 acres, more or less.

Jac

The route of the pipeline to be laid, pursuant to the terms and conditions of this right of way agreement, is shown on Drawing No. 079-13-85 attached hereto and made a part hereof. The route being the centerline of a fifteen (15) foot wide easement. Said pipeline to be located within said easement.

With the right of Ingress and egress to and from the same. The Grantors may fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Company and will not in any way impair the ability of the Company to operate, maintain, repair, replace or remove any such facility.

All pipe shall be buried so as not to interfere with the present use of the land.

The Company shall replace and restore the area disturbed by the laying, construction, operation and maintenance of said pipeline to as near as practical to its original condition.

The Grantors and the Company have agreed as a part of the consideration hereof that any damages to lawn, driveways, shrubbery, drain tiles, trees or fences on said premises, the amount of which cannot be mutually agreed upon, shall be determined by a panel of arbitrators composed of three disinterested persons, of whom the Grantors and the Company shall appoint one each and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder.

The Company shall indemnify and hold harmless the Grantors and all of their heirs, successors or assigns from and against all claims, damages, losses, suits and actions; including attorney's fees, arising or resulting from the installation, construction, operation, maintenance, repair, renewal, replacement or removal of said pipeline on, over, under and across said premises, unless caused by the negligence of Grantors, their heirs, successors or assigns.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantors and the Company and their respective representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantors hereto have hereunto set their hands this 11 day of MAY, 1985.

Signed and acknowledged
In the presence of:

Raymond Z. Burris
Floyd R. Burris

Fred A. Charton
Margaret Charton

79-09-23

STATE OF OHIO)
) SS
COUNTY OF TUSCARAWAS)

Personally appeared before me, a Notary Public in and for said County, FRED A. CHARTON AND MARGARET CHARTON

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 11 day of MAY, 1985.

My Commission Expires:

AUGUST 12, 1987

Raymond Z. Bennis
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 19____.

My Commission Expires:

Notary Public

THIS INSTRUMENT PREPARED BY
COLUMBIA GAS OF OHIO, INC.

R/W Number _____

Work Order Number 107-555-422-1415

RIGHT OF WAY

FROM

Fred A. Charton, et ux

Address 9863 Sherman Church Ave.

Bolivar, OH.

TO

COLUMBIA GAS OF OHIO, INC.

Date May 11, 1985

Lawrence Township _____

Tuscarawas County _____

State of Ohio _____

Received for Record _____ 19____

Recorded _____ 19____

In Book _____ Page _____

Recorder _____

Return to
Columbia Gas of Ohio, Inc.
P. O. Box 117
Columbus, Ohio 43216-0117
Attention: Land Section

MICROFILMED

SANDRA L. DALTON
D.B. 579, PG. 615
D.B. 579, PG. 429

EARL M. FISHER
D.B. 516, PG. 368
11.66 Ac.

FREDA & MARGARET
CHARTON
D.B. 510, PG. 736
6.66 Ac.

ROBERT L. MARTIN
D.B. 587, PG. 671
5.2 Ac.

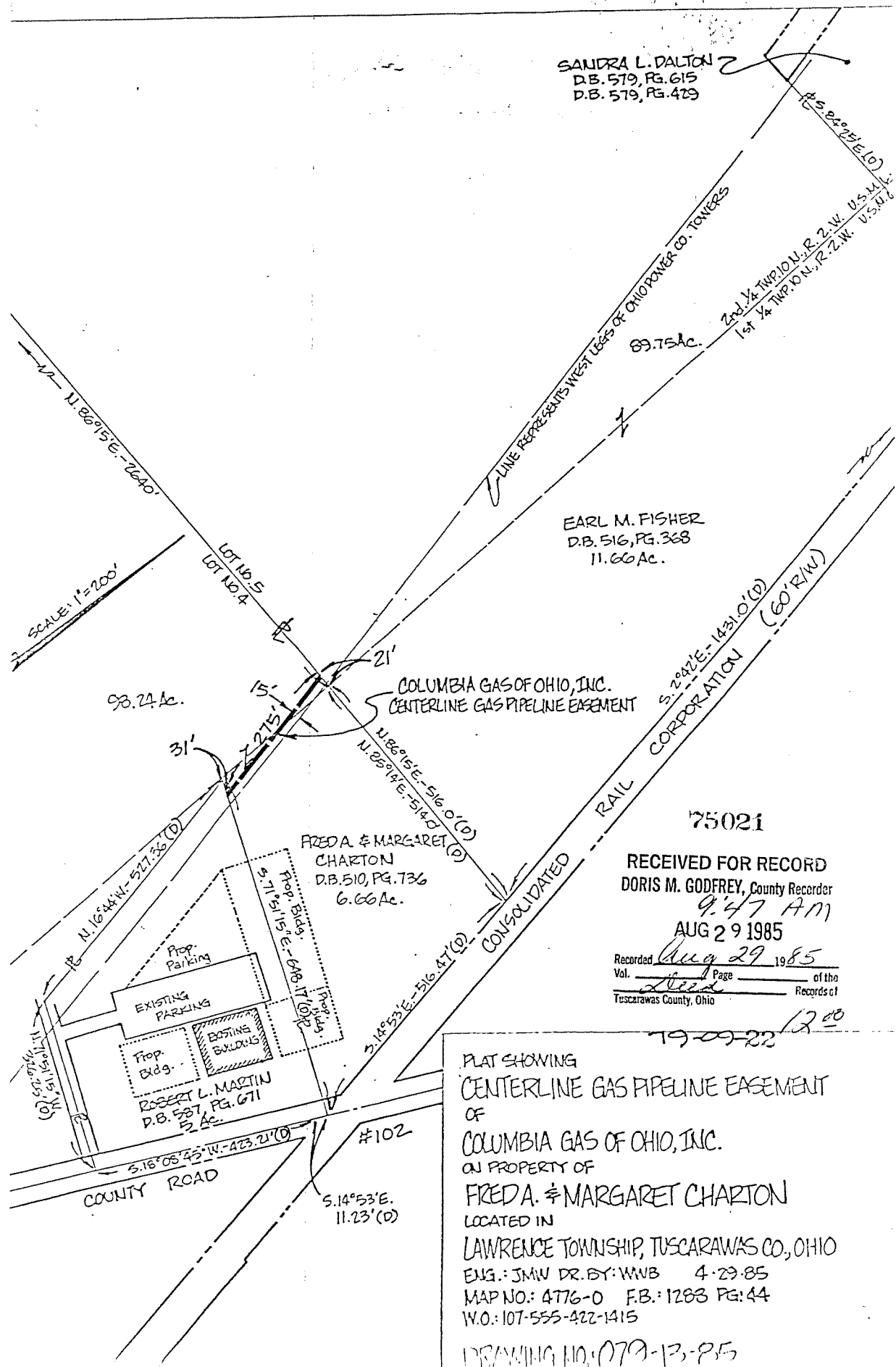
RECEIVED FOR RECORD
DORIS M. GODFREY, County Recorder
9:47 AM
AUG 29 1985

Recorded Aug 29 1985
Vol. _____ Page _____ of the
Records of
Tuscarawas County, Ohio

PLAT SHOWING
CENTERLINE GAS PIPELINE EASEMENT
OF
COLUMBIA GAS OF OHIO, INC.
ON PROPERTY OF
FRED A. & MARGARET CHARTON
LOCATED IN

LAWRENCE TOWNSHIP, TUSCARAWAS CO., OHIO
ENG.: JMW DR. BY: MNB 4-29-85
MAP NO.: 476-D F.B.: 1283 PG: 44
W.O.: 107-555-422-1415

DRAWING NO.: 079-13-85



MICROFILMED

VOL 597 PAGE 489

EASEMENT

This Easement made and concluded at Lawrence Township, Tuscarawas County, Ohio, by and between Fred A. Charton and Margaret A. Charton, husband and wife, hereinafter referred to as "GRANTORS" and The Board of Commissioners of Tuscarawas County, Ohio, hereinafter referred to as "GRANTEE".

WITNESSETH:

That, Whereas, GRANTORS are the owners of real estate known as and being a part of Lot 4 in the Second Quarter and part of the First Quarter of Township 10 (Lawrence), Range 2, United States Military Lands, Tuscarawas County, Ohio and further described as follows:

Out of a 98.242 acre & 13.659 acre tract of land conveyed from B. & A. Zimmerman to F. & M. Charton by deed recorded in Volume ___ Page ___ of the Deed Records of Tuscarawas County, Ohio, as more fully set forth herein; and

WHEREAS, GRANTEE is desirous of obtaining an easement for the construction, maintenance, and replacement of utility lines, pipes and cables or any other purposes over said premises;

NOW, THEREFORE, in consideration of \$1.00 and for the mutual covenants and benefits of the Parties hereafter set forth, the Parties hereto agree as follows:

1. That the GRANTORS do hereby grant unto the GRANTEE, their successors and assigns, a perpetual right-of-way and easement over, under and upon a certain roadway easement heretofore conveyed by the said GRANTORS to the Board of Trustees of Lawrence Township recorded in Deed Book 595, page 361 of the Tuscarawas County Deed Records, said easement being shown by a plat attached to the aforesaid roadway easement and being 60' in width, the same being 30' on each side of the following described center line of said roadway to-wit: Said center line description being attached hereto and identified as Exhibit A and incorporated herein the

76521

NO TRANSFER NECESSARY

DATE: 10-22-85

John A. Baizel

COUNTY RECORDER

FITZPATRICK,
ZIMMERMAN & ROSE,
CO., L. P. A.
ATTORNEYS AT LAW
140 FAIR AVE., N. W.
P. O. BOX 544
NEW PHILADELPHIA, OHIO
44663

same as if set forth herein in detail.

2. That the perpetual right-of-way and easement granted pursuant to this Agreement shall include all utilities, whether owned by the GRANTEE or other utility suppliers, including but not necessarily limited to water lines, sewer lines, power lines, telephone lines, television cables and lines and any other utilities that may be furnished to consumers of any and all descriptions, and shall include the right of ingress and egress to and from the said easement area.

3. Nothing in this Agreement shall be deemed to include or grant any right, title, interest, claim or demand in or to said real estate of the GRANTOR other than the right to construct and maintain the utilities as granted herein.

4. The GRANTEE shall use said easement parcel in such manner as will not unreasonably interfere with the joint use thereof by the GRANTOR and the rights of others who may lawfully be using said premises.

5. If any premises on the surrounding land of the GRANTORS sustain damage by reason of the installation and construction of a roadway or the repair or maintenance thereof, the GRANTEE shall restore said surrounding land to the condition in which it was found at the time of the commencement of said work.

IN WITNESS WHEREOF, Fred A. Charton and Margaret A. Charton subscribed their names hereto on this 21st day of OCTOBER, 1985.

WITNESSES:

Edna Maser
Randy Burkhart

GRANTORS

Fred A. Charton
Fred A. Charton
Margaret A. Charton
Margaret A. Charton

FITZPATRICK,
SIMMERMAN & ROSE,
CO., L. P. A.
ATTORNEYS AT LAW
140 FAIR AVE., N. W.
P. O. BOX 544
27 PHILADELPHIA, OHIO
44663

MICROFILMED

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STATE OF OHIO)
)ss
TUSCARAWAS COUNTY)

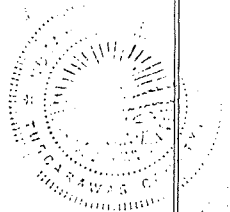
VOL 597 PAGE 471

Before me, a Notary Public in and for said County and State, personally appeared the above named Fred A. Charton and Margaret A. Charton who acknowledged that they did sign the foregoing instrument and the same is their free act and deed for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Bellevue, Ohio, this 21ST day of OCTOBER, 1985.

Charles E. Lundenberger
Notary Public

CHARLES E. LUNDENBERGER
Notary Public, State of Ohio
My Commission Expires May 11, 1990



This instrument prepared by Atty. Donald W. Zimmerman

FITZPATRICK,
ZIMMERMAN & ROSE,
CO., L. P. A.
ATTORNEYS AT LAW
140 FAIR AVE., N. W.
P. O. BOX 544
NEW PHILADELPHIA, OHIO
44663

EXHIBIT A

VOL 597 PAGE 472

ROAD DESCRIPTION: CENTERLINE OF PROPOSED ROAD.

KNOWN AS, AND BEING A PART OF THE FIRST QUARTER AND PART OF LOTS 4, 5, AND 6 IN THE SECOND QUARTER OF TOWNSHIP 10 (LAWRENCE), RANGE 2, UNITED STATES MILITARY LANDS, TUSCARAWAS COUNTY, OHIO AND FURTHER DESCRIBED AS FOLLOWS:

OUT OF TRACTS OF LAND NOW OR FORMERLY OWNED BY E. M. FISHER, F. & M. CHARTON, SANDRA L. DALTON, AND ROBERT L. MARTIN.

BEGINNING AT THE NORTHWEST CORNER OF A TRACT OF LAND NOW OR FORMERLY OWNED BY SANDRA K. DALTON AS DESCRIBED IN DEED VOLUME 579 PAGE 429 OF THE DEED RECORDS OF TUSCARAWAS COUNTY; THENCE NORTH 57 DEGREES, 56 MINUTES AND 00 SECONDS EAST ALONG THE CENTERLINE OF COUNTY ROAD 99, A DISTANCE OF 131.47 FEET TO THE TRUE PLACE OF BEGINNING FOR THE CENTERLINE OF THE PROPOSED ROAD HEREIN DESCRIBED; THENCE SOUTH 4 DEGREES, 42 MINUTES AND 30 SECONDS EAST, AND ALONG THE CENTERLINE OF SAID PROPOSED ROAD, A DISTANCE OF 2991.39 FEET TO THE THE POINT OF INTERSECTION OF A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 55 DEGREES, A CENTERLINE RADIUS OF 500.00 FEET, AND A TANGENT OF 260.28 FEET; THENCE SOUTH 59 DEGREES, 42 MINUTES AND 30 SECONDS EAST, A DISTANCE OF 353.10 FEET TO THE SOUTHEAST CORNER OF A 5.0 ACRE TRACT OF LAND NOW OR FORMERLY OWNED BY ROBERT L. MARTIN AS DESCRIBED IN DEED VOLUME 587 PAGE 671, BEING SOUTH 30 DEGREES, 17 MINUTES AND 30 SECONDS WEST, 423.21 FEET ALONG THE CENTERLINE OF COUNTY ROAD 102 FROM THE INTERSECTION OF THE WEST RIGHT OF WAY OF THE W.&L.E. RAILROAD AND THE CENTERLINE OF COUNTY ROAD 102, AND THERE ENDING.

THE ABOVE DESCRIPTION IS BASED ON A SURVEY BY JAY T. DUNLAP, R.L.S. #6250 IN FEB., 1985.

RECEIVED FOR RECORD
DORIS M. GODFREY, County Recorder

9:58 AM

OCT 22 1985

76521

Recorded Oct 22 19 85
Vol. _____ Page _____ of the
Tuscarawas County, Ohio Records of

no fee

MICROFILMED

RIGHT-OF-WAY EASEMENT

VOL 619 PAGE 027

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Fred A. Charton and Margaret A. Charton, husband and wife hereinafter referred to as GRANTORS, by The Board of Commissioners of Tuscarawas County, Ohio, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a sewer line installation for the Bolivar Industrial Park as more fully described as being See Easement Description attached hereto and made a part hereof over, across, and through the land of the GRANTOR situated in Lawrence Township, Tuscarawas County, State of Ohio, said land being described as follows: Being 3.946 acre tract (remainder of a 13.659 acre tract) Located in the First Quarter of Township Ten, Range 2 together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purpose of this easement.

The exact description of said easement, both permanent and temporary, is set forth at Exhibit A attached hereto and made a part hereof. In addition, plan sheets identified at Exhibit A are also attached hereto and made a part hereof.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

It is agreed that the GRANTEE shall remove all debris arising from the installation and construction of said access road and sanitary sewer and other appurtenances thereto and shall restore the above described premises except for the access road substantially to its condition prior to construction, except as provided above and except anything existing in violation of the restrictions aforesaid that in the exercise of its right of ingress and egress and its right to maintain, repair, improve and reconstruct said sanitary sewer and appurtenances, GRANTEE shall restore said premises to its condition existing prior to such ingress and egress, excepting anything existing in violation of the restrictions aforesaid.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 30 day of November, 1987.

Signed, Sealed and Acknowledged in the Presence of:

Raymond L. Burris
Richard E. Hunter

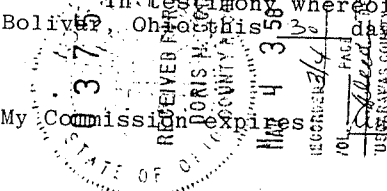
Fred A. Charton
Margaret A. Charton (seal)

THE STATE OF OHIO
TUSCARAWAS COUNTY

Before me, a Notary Public in and for said County, personally appeared the above named Fred A. Charton and Margaret A. Charton, husband and wife who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In testimony whereof, I have hereunto subscribed my name at Bolivar, Ohio, this 30 day of November, 1987.

My Commission expires August 13, 1992
Raymond L. Burris
Notary Public



EASEMENT DESCRIPTION
(Permanent and Temporary)

Name of Owner Fred A. & Margaret A. Charton
Address of Owner 9863 Sherman Church Road, S. W., Bolivar, Ohio 44612
Real Estate Description 3.946 Acre Tract (Remainder of a 13.659 Acre Tract)
Located in the First Quarter of Township 10, Range 2

The permanent easement shall be located as per the attached print of Plan Sheet No. 5 of the construction plans for the Bolivar Industrial Park to be on file at the Tuscarawas County Office Building.

The Contractor shall have the right to use an additional strip of land (temporary easement) 20 feet wide adjacent to the above described permanent easement for storage of earth and materials during construction only.

Grantor also grants to the grantee its successors and assigns the right to enter upon the Grantor's land for the purpose of repair, maintenance and/or replacement of the sanitary sewer.

EXHIBIT A

03757

QUICKSILL AND ASSOCIATES, INC. CONSULTING ENGINEERS AND ARCHITECTS
 STA. 19+10.25 TO STA. 24+00

RECEIVED
 DEPT. OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 COLUMBUS, OHIO

DATE: 10/10/73
 BY: [Signature]

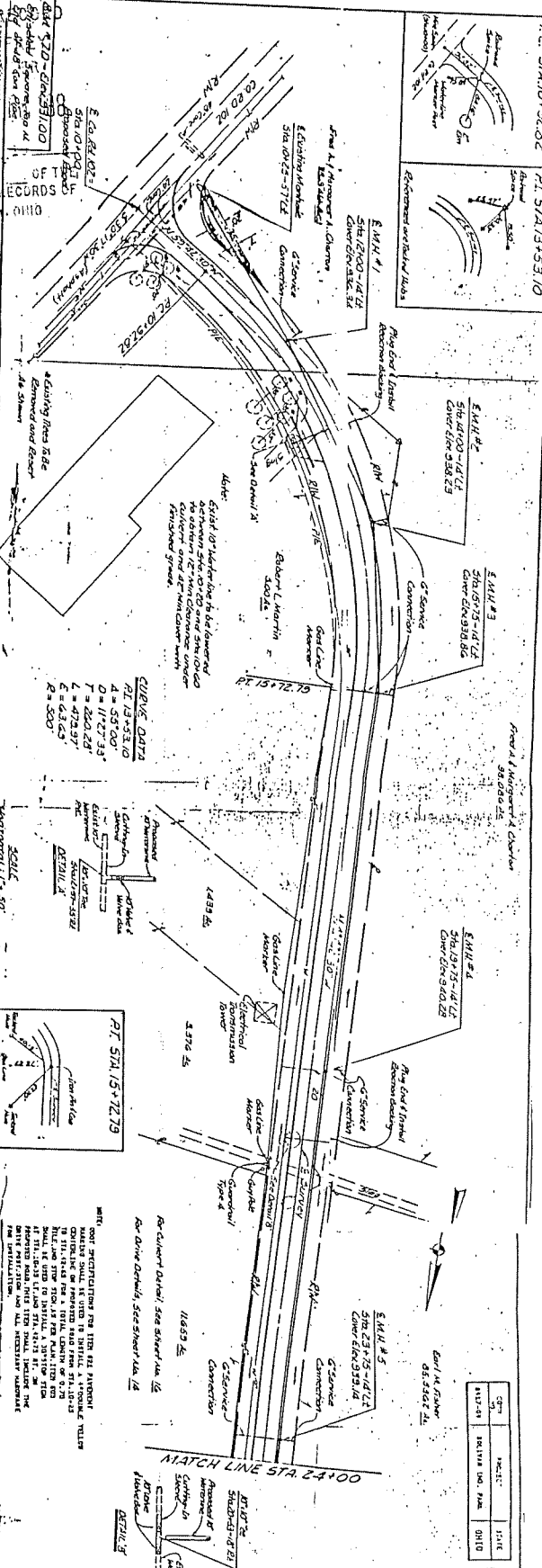
PROJECT: [Project Name]

SCALE: 1" = 50'

VERTICAL CURVE DATA

PI	13+53.70
L	531.00'
Q	1172.33'
T	220.23'
L	472.97'
E	43.63'
R	500'

STATIONING: 19+00, 19+10, 19+20, 19+30, 19+40, 19+50, 19+60, 19+70, 19+80, 19+90, 20+00, 20+10, 20+20, 20+30, 20+40, 20+50, 20+60, 20+70, 20+80, 20+90, 21+00, 21+10, 21+20, 21+30, 21+40, 21+50, 21+60, 21+70, 21+80, 21+90, 22+00, 22+10, 22+20, 22+30, 22+40, 22+50, 22+60, 22+70, 22+80, 22+90, 23+00, 23+10, 23+20, 23+30, 23+40, 23+50, 23+60, 23+70, 23+80, 23+90, 24+00



PL. 51A/10+24.82
 PL. 51A/13+53.10

REVISIONS

NO.	DATE	BY	REVISION
1	10/10/73	[Signature]	ISSUED FOR PERMITS
2	10/10/73	[Signature]	REVISED

NOT RECOMMENDED FOR USE IN THE APPROXIMATE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE DATA SHOWN ON THIS DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

DATE: 10/10/73
 BY: [Signature]

PROJECT: [Project Name]

SCALE: 1" = 50'

VERTICAL CURVE DATA

PI	13+53.70
L	531.00'
Q	1172.33'
T	220.23'
L	472.97'
E	43.63'
R	500'

STATIONING: 19+00, 19+10, 19+20, 19+30, 19+40, 19+50, 19+60, 19+70, 19+80, 19+90, 20+00, 20+10, 20+20, 20+30, 20+40, 20+50, 20+60, 20+70, 20+80, 20+90, 21+00, 21+10, 21+20, 21+30, 21+40, 21+50, 21+60, 21+70, 21+80, 21+90, 22+00, 22+10, 22+20, 22+30, 22+40, 22+50, 22+60, 22+70, 22+80, 22+90, 23+00, 23+10, 23+20, 23+30, 23+40, 23+50, 23+60, 23+70, 23+80, 23+90, 24+00

24799 145907

Oil and Gas Lease

FROM Alvin Hawster
Wilma Hawster

THE OHIO FUEL GAS CO.

Date June 16 1948

Term Five years from date of lease

Acres One hundred thirteen

Township LAWRENCE

County TUSCARAWAS

Recorded SEP - 7 1948

at 7:55

Recorded SEP 10 1948

County, Ohio

Record of Lease Vol. 131

Recorder's Fee, \$ 1.35

Removal Date, 1953

10/31/48
FOR RECORD OF
TRANSFER OF THIS
LEASE
SEE RELEASE RECORD
VOL. 9 PAGE 124

10/31/51
SEE RELEASE RECORD
VOL. 10 PAGE 512

24799

145907

THIS LEASE, Made and entered into this 16th day of June A.D. 1948
by and between Alvin Hawster & Wilma Hawster
(Husband & Wife)

THE OHIO FUEL GAS COMPANY, an Ohio corporation, called the Lessee,

WITNESSETH: That Lessor, in consideration of the sum of one dollar, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all the oil and gas and all of the components of either in and under the lands hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water and to possess, use and occupy so much of said premises as is necessary and convenient in removing the above named products therefrom by pipe lines or otherwise, for a term of five years from the date of this lease, or so long thereafter as oil, gas, or their constituents are produced in paying quantities, thereon, all of that certain tract of land situate in

Lot No. 4 2nd 8th Township of LAWRENCE

County of TUSCARAWAS and State of Ohio, bounded substantially as follows:

On the North by the lands of EARL D. FISHER

On the East by the lands of County Road

On the South by the lands of A. R. BAKER ET AL - W. L. HAWSTER

On the West by the lands of HOWARD HOID - E. H. FISHER

containing One hundred thirteen (113) acres, more or less.

If, at the termination of said term, either primary or extended, there is a well in process of being drilled on said lands, then this lease shall continue in force as 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 found on said premises in paying quantities, in the judgment of the Lessee. It is understood, however, that no well shall be drilled within 300 feet of the barn or dwelling on said premises without the consent of Lessor.

In consideration of the premises the said parties covenant and agree as follows:

Lessee shall deliver to the Lessor in tanks or pipe lines one-eighth (1/8) of the oil produced and saved from the premises.

Lessee shall pay to Lessor TWENTY CENTS (20¢) per thousand cubic feet for one eighth (1/8) of all gas marketed from said premises except casinghead gas. Measurement shall be on a Ten (10) ounce pressure basis above 14.4 pounds atmospheric pressure and in keeping with the other rules and regulations governing the measurement of gas in Ohio. Payment of royalty on gas marketed during any calendar month shall be made on or before the seventh (7th) of the following month.

Lessee shall pay to Lessor for casinghead gas marketed from any oil well, twenty-five dollars (\$25.00) per year, payable monthly, from the time and while such casinghead gas is marketed.

Lessee shall drill a well producing oil or gas in paying quantities on said premises within BY July 30, 1948

from this date or pay to Lessor FORTY-TWO DOLLARS (42.00) Dollars (42.00) each

THREE MONTHS thereafter until such well is drilled and utilized or this lease surrendered. If a gas well is completed and utilized before the end of the term for which rental has been paid for delay, the unearned portion of said rental shall be a credit on gas royalty. When the first well producing under this lease is abandoned, then Lessee, if it elects to hold this lease, shall resume the payment of the land rentals provided for herein and continue the same until a well producing oil or gas in paying quantities shall be drilled or this lease surrendered.

Lessee in turn, when so requested by Lessor, all pipe lines used to conduct gas or oil off the premises and to pay all damage to growing crops caused by operations under this lease.

Lessee may lay a line to any gas well on said lands and take gas produced from said well for use for light and heat in one dwelling house on said land, at Lessor's own risk, subject to the use and the right of abandonment of the well by Lessee. The first two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet in each year shall be paid for at the rate provided in the current established schedule of rates filed with the Public Utilities Commission of Ohio applicable in the immediate vicinity of the point at which gas is to be delivered to Lessor. If no qualified schedule of rates is applicable in that vicinity, then the rate prevailing in the nearest municipality served by The Ohio Fuel Gas Company shall apply. Lessee agrees to pay for all gas so delivered within ten (10) days after the bill for the monthly reading interval has been received, and any such payment that becomes delinquent may be deducted from subsequent payments due Lessor under this lease. Measurement and regulation shall be by meter and regulators set at the tap on the well line. This privilege is upon condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas.

Average rental, or royalty on any well, or wells paid and to be paid, as herein provided, are and will be accepted by Lessor as absolute and full consideration to render it optional with Lessee as to whether or not it shall drill a well or wells to other producing wells on adjoining or adjacent premises. Should it be determined that Lessor owns only a fraction of the fee-simple in the oil and gas in the above described lands, then Lessor shall receive such fraction only of the rental and royalty above specified. This lease shall extend to and bind any interest or estate in the oil and gas in the above described lands hereafter acquired by Lessor.

Payment of all moneys due on this lease may be made, by cash or check, to Alvin Hawster

or by check made payable to His order and mailed to Him at R.D. 1 Bolivar, Ohio.

Lessee agrees that Lessee is to have the privilege of using sufficient oil, gas, or water, for operating the premises and the right to sue or sue during the term of this lease or within a reasonable time after its surrender or expiration to remove any machinery or fixtures placed on said premises and further, upon the payment to the Lessor of one dollar and all amounts due hereunder, Lessee shall have the right to surrender this lease or any portion thereof, by quit-claiming to Lessor the whole or any part of the leasehold in this or to surrender, or by returning to Lessor the lease with the endorsement of surrender thereon, or by filing for record in the county where the lease is recorded, the quit-claim or the endorsement of surrender, either of which shall be a valid and complete surrender of this lease as to all of the said premises or such portion thereof as the surrenderer shall indicate and a cancellation of all liabilities under same of each and all parties hereto to the extent indicated in the quit-claim or surrender, and the average rental shall be reduced in proportion to the acreage surrendered. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment of a certified copy thereof.

46/31

6/26/49
See memo
the spg 68

All covenants and conditions herein... The lessor hereby covenants and agrees to defend the title to the lands hereon described...

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and Signatures and Acknowledged in the Presence of:
Andrew D. Wagner, Roy Ret, Alvin Haueter, Wilma Haueter

THE STATE OF OHIO
COUNTY OF TUSCARAWAS

Personally appeared before me, a Notary Public in and for said County, Alvin Haueter & Wilma Haueter

as known to the signing of the foregoing instrument to be their act and deed in the presence and presence of my witnesses.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal this 16th day of June, A.D. 1948



Roy Ret, Notary Public

SEE RELEASE RECORD VOL. 9 PAGE 225

24800

Oil and Gas Lease form with fields for Lease No. 24800, THE OHIO FUEL GAS CO., Date July 12, 1948, Township of Lawrence, County of Tuscarawas, and recording information.

DMG 8-1-48

SEE RELEASE RECORD VOL. 70 PAGE 577

24800

146105

THIS LEASE, Made and entered into this 19th day of July, A.D. 1948 by and between THE BOLIVAN CLAY PRODUCTS COMPANY, hereinafter called the Lessor and THE OHIO FUEL GAS COMPANY, an Ohio corporation, called the Lessee.

WITNESSETH: That Lessor, in consideration of the sum of one dollar, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has hereby granted unto the Lessee all the oil and gas and all the constituents of either, in and under the lands hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and also the right to sever thereon at all times for the purpose of drilling and operating for oil, gas and water and to possess, use and occupy so much of said premises as is necessary and convenient in removing the above named products therefrom by pipe lines or otherwise, for a term of twenty (20) years and so much longer thereafter for oil, gas, or their constituents are produced in paying quantities, thereon, all of that certain tract of land situate in

Section No. 10, Township of LAWRENCE, County of TUSCARAWAS, and State of Ohio, bounded substantially as follows:

On the North by the lands of ... On the East by the lands of ... On the South by the lands of ... On the West by the lands of ...

containing ... acres, more or less, being all the land owned by Lessor in said Township. It is understood, however, that no well shall be drilled within 300 feet of the bore or drilling on said premises without the consent of Lessee.

In consideration of the premises the said parties covenants and agree as follows: Lessee shall deliver to the Lessor in tanks or pipe lines one-eighth (1/8) of the oil produced and stored from the premises. Lessee shall pay to Lessor ... per thousand cubic feet for one eighth (1/8) of all gas marketed from said premises except condensate gas. Measurement shall be on a Ten (10) cubic pressure basis above 14.7 pounds absolute pressure and in keeping with the net rules and conditions governing the measurement of gas in Ohio. Payment of royalty on gas marketed during any calendar month shall be made on or before the twentieth (20th) of the following month. Royalty on gas shall pay or be kept for unproduced gas included from any oil well, twenty-five dollars (\$25.00) per acre, payable ... from the date and while such conditional gas is marketed.

25279

Fred A. Charton, being first duly sworn, deposes and says that he is the owner or part owner of the following described premises, to-wit:-

Part of Lot 4, Lawrence Township, Tuscarawas County, Ohio, containing 111.901 acres, more or less.

That Affiant acquired an interest in said premises by Warranty Deed recorded in Volume 510, Page 736, of Tuscarawas County Records;

Affiant further states that affiant is advised that the Records in the Recorder's Office indicate that the above described premises were leased for oil and gas purposes as follows:

- 1. Oil & Gas Lease from Alvin Haueter and Wilma Haueter to The Ohio Fuel Gas Co., dated June 16, 1948, and recorded in Volume 46, Page 131. Term is 5 years and so much longer as oil or gas is produced in paying quantities.
2. Oil & Gas Lease from ... to ... recorded in Volume ... Page ... Term is ... years and so much longer as oil or gas is produced in paying quantities.
3. Oil & Gas Lease from ... to ... recorded in Volume ... Page ... Term is ... years and so much longer as oil or gas is produced in paying quantities.
4. Oil & Gas Lease from ... to ... recorded in Volume ... Page ... Term is ... years and so much longer as oil or gas is produced in paying quantities.
5. Oil & Gas Lease from ... to ... recorded in Volume ... Page ... Term is ... years and so much longer as oil or gas is produced in paying quantities.

Affiant states that Affiant has received no delay rentals or royalties under said Lease(s) and that Affiant would refuse to accept payment of delay rentals or royalties under said Lease(s) if they were offered.

Affiant further states that there are no producing wells on the land in the Lease(s) as above referred to and that said Lease(s) are null and void.

Further Affiant saith naught.

Fred A. Charton, FRED A. CHARTON

SWORN to before me and subscribed in my presence this 18th day of JUNE, A.D., 1979, at BETTEND, OHIO

RECORDER'S STAMP RECEIVED FOR RECORD DORIS M. GODFREY, County Recorder

Raymond L. Burriss, NOTARY PUBLIC, RAYMOND L. BURRIS, Notary Public, State of Ohio, My Commission Expires Aug. 11, 1982

25279 JUN 27 1979 906 AM Recorded June 27 1979 of the Records of Tuscarawas County, Ohio 400 1m/r 50

This instrument prepared By:

GEIGER & TEEPLE ATTORNEYS AT LAW 401-405 First National City Bank Bldg ALLIANCE, OHIO 44601

THIS AGREEMENT, made this 26th day of February, 1964, between Alvin J. Haueter and Wilma A. Haueter, husband and wife, of: R.R. # 1, Bolivar, Ohio

and Central Michigan Oil Company, of: 121 S. Kinney, Mt. Pleasant, Michigan, hereinafter called lessor (whether one or more),
and _____, trustee, does witness:

1. Lessor, in consideration of the sum of one and other Dollars (\$1.00 & others) the receipt of which is hereby confessed, hereby grants, leases and lets unto Lessee, with the exclusive right to explore and operate for and produce oil and gas, by pipe lines, build tanks, power stations, telephone lines and other structures thereon to produce, save, process, store and transport all of such substances, the following described tract of land situate in Warrant Lot 4 2nd quarter & a parcel adjacent to east in the Township of Lawrence, T10-R2, County of Tuscarawas, State of Ohio, bounded substantially as follows:

On the North by lands of E. Fisher On the East by XXXXX County Rd. # 102
On the South by lands of G. Baker On the West by lands of H. Heid & E. Fisher
and containing 115 acres, more or less, and being the same land conveyed to lessor by deed from Ida L. Haueter dated January 14, 1942 and recorded in Book 250, page 472 in the Recorder's office in said county, together with all additional land owned or claimed by lessor which adjoins the land above described, whether situated in the same or other township. ALSO a parcel

in 2nd quarter being the south 22 acres of Lot 15. ALSO a parcel in the 1st quarter bounded on the north by County Rd., #111, on the east by V. Kienzle and Muskingum W. C. on the west by R. Baker & Twp. Rd. # 379. The last two mentioned tracts being acquired by deed from Vincent Hawk & Virginia Hawk, his wife, dated 5/31/55 and recorded in Vol., 357, pg., 166. (This lease contains, in all, 179 acres, more or less.)

Lessor shall have the privilege at his risk and expense of using gas from any well, producing gas only, on the leased premises for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations hereunder.

2. This lease shall remain in force for a primary term of ten years and as long thereafter as oil or gas, or either of them is produced.

3. The royalties to be paid by lessee are: (a) on oil, one-eighth (1/8) of that produced and saved from said land, same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; (b) on gas of whatsoever nature or kind produced and sold or used off the premises, the market value at the mouth of the well of one-eighth (1/8) of the gas so sold or used. Notwithstanding anything herein to the contrary, this lease shall continue in full force for so long as there is a well or wells on leased premises capable of producing oil or gas, but in the event all such wells are shut in, then on or before the end of each year during which the well or wells are shut in, lessee shall pay lessor a royalty of One Dollar (\$1.00) per year per acre. The royalties herein provided shall not be payable on any gas stored or withdrawn pursuant to Paragraph 12 hereof.

4. If operations for the drilling of a well are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties unless lessee shall, on or before one year from this date, pay or tender to lessor at above address, State of Ohio, or pay or tender for the lessor's credit in the Reeves Banking & Trust Company, Bank at Bolivar, Ohio, or its successors, which shall continue

as the depository regardless of changes in the ownership of said land, the sum of *one hundred seventy nine & no/100* 179.00, which shall operate as a rental and cover the privilege of deferring the commencement of a well for a period of one year. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like annual periods successively. All payments or tenders may be made by check or draft of lessee mailed or delivered on or before the rental paying date.

5. Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties unless lessee on or before the expiration of said twelve months shall resume the payment of rentals, in the same amount and in the same manner as hereinbefore provided, it being agreed that upon the resumption of payment of rentals as above provided, that the terms hereof governing payment of rentals and the effect thereof, shall continue in force as though there has been no interruption in the rental payments. If the lessee shall commence to drill a well on said land, lessee shall have the right to drill such well to completion with due diligence and if oil and gas, or either of them, is found, this lease shall continue and be in force with like effect as if such well had been completed within the primary term hereof.

6. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

7. Lessee shall have the right to use free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, lessee shall bury pipe lines below normal plow depth in cultivated areas and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

8. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change or division in ownership however accomplished shall operate to enlarge the obligations or diminish the rights of lessee. No change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof. In the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of its proportionate part of the delay rental, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which said lessee or any assignee hereof shall make due payment of said rentals.

9. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

10. All express or implied covenants of this lease shall be subject to all Federal and State laws, Executive Orders, rules or regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such law, order, rule or regulation.

11. Lessee is hereby granted the right at any time and from time to time to utilize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 40 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located. Operations upon and so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located. The production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any rentals or shut-in gas royalties, only that part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, lessee shall pay lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated in paragraph 3 as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis, bears to the total acreage in the unit.

12. Lessee shall have the exclusive right to employ any depleted oil or gas stratum underlying leased premises for the storage of gas and may for this purpose utilize any and all abandoned wells, or may drill new wells for the purpose of introducing and storing gas in such stratum and recovering the same therefrom. It is understood that any such well or wells need not be located on the leased premises and it is agreed that lessee shall be the sole judge as to whether gas is being stored within the leased premises and its determination shall be final and conclusive. In consideration of the storage rights herein granted, and in lieu of all delay rental or royalty herein provided, lessee agrees to pay lessor an annual rental of One Dollar (\$1.00) per acre in advance commencing with the date lessee notifies lessor that it elects to use any depleted stratum for storage purposes, and for as long thereafter as any such stratum is so utilized or such annual rental is paid, which payments shall operate to perpetuate this lease for the period aforesaid, the same as though oil or gas were being produced.

13. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release thereof of record in the proper county. After a partial surrender, the rental specified above shall be proportionately reduced on an acreage basis.

14. This lease and all its terms, conditions and stipulations shall extend to and be binding on all heirs, successors and assigns of said lessor or lessee.

15. Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws of the state wherein leased premises are situated insofar as the same in any way may affect the purpose for which this lease is made.

IN WITNESS WHEREOF, we sign the day and year first above written.

Signed and acknowledged in the presence of:

Harold M. Espenschied
Harold M. Espenschied

Alvin J. Haueter
Alvin J. Haueter
Wilma A. Haueter
Wilma A. Haueter

Leo Grogan

Revised Vol 67 page 493
VOL 75 PAGE 907
SEE LEASE RECORD



464

STATE OF Ohio } ss. INDIVIDUAL ACKNOWLEDGMENT, (Applicable where lands are
COUNTY OF Tuscarawas } in Pennsylvania, West Virginia, and Ohio).

The undersigned, a Notary Public of and for said County and State, does hereby certify that on this 27th day of February, 1964, personally appeared before me in said County and State Alvin J. Haueter and Wilma A. Haueter, Husband and wife

known to me (or satisfactorily proven to me) to be the person whose name is/are subscribed to the within and foregoing instrument bearing date the 26th day of February, 1964, and acknowledged said instrument and the execution thereof to be their free and voluntary act and deed for the uses and purposes therein mentioned and set forth, and desired the same to be recorded as such.

WITNESS the hand and official seal of the undersigned this the day and year first, in this certificate, above written. My commission expires June 16, 1967 Harold M. Espenschied Notary Public

STATE OF } ss. INDIVIDUAL ACKNOWLEDGMENT, (Applicable where lands are
COUNTY OF } in Pennsylvania, West Virginia, and Ohio).

The undersigned, a Notary Public of and for said County and State, does hereby certify that on this day of 19, personally appeared before me in said County and State.

known to me (or satisfactorily proven to me) to be the person whose name is/are subscribed to the within and foregoing instrument bearing date the day of 19, and acknowledged said instrument and the execution thereof to be free and voluntary act and deed for the uses and purposes therein mentioned and set forth, and desired the same to be recorded as such.

WITNESS the hand and official seal of the undersigned this the day and year first, in this certificate, above written. My commission expires Notary Public

STATE OF } ss. INDIVIDUAL ACKNOWLEDGMENT, (Applicable where lands are
COUNTY OF } in Pennsylvania, West Virginia, and Ohio).

The undersigned, a Notary Public of and for said County and State, does hereby certify that on this day of 19, personally appeared before me in said County and State.

known to me (or satisfactorily proven to me) to be the person whose name is/are subscribed to the within and foregoing instrument bearing date the day of 19, and acknowledged said instrument and the execution thereof to be free and voluntary act and deed for the uses and purposes therein mentioned and set forth, and desired the same to be recorded as such.

WITNESS the hand and official seal of the undersigned this the day and year first, in this certificate, above written. My commission expires Notary Public

STATE OF } ss. CORPORATION ACKNOWLEDGMENT, (Applicable where lands are
COUNTY OF } in Pennsylvania, West Virginia, and Ohio).

The undersigned, a Notary Public of and for said County and State, does hereby certify that on this day of 19, personally appeared

who is the President of, the corporation named in the within and foregoing instrument bearing date the day of 19, and acknowledged that he is such officer of said corporation; that the name of said corporation was subscribed to said instrument by himself as such officer on behalf of said corporation; that the seal affixed thereto is the seal of said corporation; that the name of said corporation was so subscribed and the seal affixed to said instrument by the direction and authority of said corporation; and that the said instrument of writing was executed by said corporation and by himself as the aforesaid officer of said corporation as its and his voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and official seal this the day and date first, in this certificate, above written.

My commission expires Notary Public

7252

Oil and Gas Lease FROM TO Dated Section Township Range Lot Block Addition County No. of Acres Term STATE OF Tuscarawas COUNTY OF This instrument was filed for record on the MAR 27 1964 at o'clock A.M., and duly recorded MAR 31 1964 of the records of this office. By Deputy WHEN RECORDED RETURN TO

86623

OIL AND GAS LEASE

N.A. #2145-CR

93 PAGE 565

Form 66B 2-61 Rev. 5-64, 5-73

THIS LEASE, made and entered into this 1st day of APRIL, 1975, by and between

Fred A. Charton and Margaret A. Charton, H & W

Rt. #1

of Bolivar, OH 44612

hereinafter called the Lessor, and

MB OIL & GAS of 205 Central Plaza South, Canton, Ohio 44702

hereinafter called the Lessee, WITNESSETH:

1. That the Lessor, for and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, for the purpose of drilling, operating for, producing and removing oil and gas and all the constituents thereof, and to transport, across and through said lands, oil, gas and their constituents from the subject and other lands, and of injecting, storing and holding in storage, and removing gas of any kind (sometimes herein referred to as gas storage purposes), including gas lying thereunder, by pumping through wells or other means, into, in and from any sands, strata or formations lying thereunder, regardless of the source of such gas or the location of the wells or other means of so doing, and of placing tanks, equipment and structures thereon to procure and operate for the said products, and of laying pipe lines thereover to transport the same and for gas storage purposes on other lands, all that certain tract of land situated in Lawrence Township,

(Lot No.) Lot #4, in Tuscarawas County, Ohio, bounded substantially as follows: 8-3-79

North by lands of Fisher See Lease

East by lands of Rt. #102 Loc 105

South by lands of Ackerman pg 324

West by lands of Haid

being all the property owned by Lessor in Section/Lot 4 of Lawrence Township, containing 111.00 acres, more or less.

2. No well shall be drilled within 200 feet of the present buildings unless both parties consent thereto.

3. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of 3 years and so much longer thereafter either (1) as oil or gas or their constituents are produced in paying quantities in the judgment of the Lessee or as the premises shall be operated by the Lessee in the search for oil or gas, or (2) as gas shall be injected, stored or held in storage, or removed into, in and from any sands, strata or formations underlying the premises.

4. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within 3 months months from the date hereof, a well shall be commenced on the premises or use of the same for gas storage purposes shall be commenced as herein provided, or unless the Lessee shall thereafter pay a delay rental of One Hundred Eleven and no/100 Dollars each year, payments to be made quarterly until commencement of a well or of the use of the premises for gas storage purposes. A well shall be deemed commenced when preparations for drilling have been commenced.

5. In consideration of the premises the Lessee covenants and agrees: (A) To deliver to the credit of the Lessor in tanks or pipe lines, as royalty, free of cost, the equal one-eighth (1/8) part of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty at the published rate for oil of like grade and gravity prevailing on the date such oil is run into tanks or pipe lines. In either case the Lessor to pay his royalty share of any expense, if any, for treating the oil from any well to make it marketable as crude; (B) To pay to the Lessor, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon which is not used for gas storage purposes, the sum of one-eighth (1/8) of field market price paid to Lessee per thousand cubic feet of such gas so marketed and used, measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.4 pounds for temperature and barometric variations; payments or royalty for gas marketed during any calendar month to be on or about the 30th day of the following month; (C) To pay to the Lessor the land rental or well rental each year hereinafter provided for the use of the premises for gas storage purposes while the same are being so used; (D) Lessee to deduct from payments in (A) and (B) above Lessors prorata share of any severance (excise) tax.

6. The Lessee at any time may notify the Lessor in writing at Lessor's last known address, by registered mail, of the Lessee's intention to use any well located on the leased premises and the leased premises for any and all of the purposes hereinafter provided of injecting, storing or holding in storage, and removing gas into, in and from any sands, strata or formations underlying the premises, and upon the giving of such notice the Lessee may use any such well and the leased premises for any and all of said purposes. The Lessor shall pay to the Lessor a rental of \$200.00 each year for each such well while so used; provided, that the rental for the first year for a well so used shall be equivalent to the one-eighth royalty payments to the Lessor, if more than \$200.00, for gas produced and marketed from such well during the consecutive periods of time aggregating 180 days next preceding the giving of such notice, and for each year thereafter a rental for such well so used equivalent to said first year's rental, if more than \$200.00, reduced each year by the amount of \$200.00 until reduced to \$200.00, and for each year thereafter a rental of \$200.00 for such well so used. If there shall be no well used for gas storage purposes on the leased premises, but if a well used by the Lessee for any of the gas storage purposes hereinafter specified shall be located on other lands and such well shall be located within one mile of any line of the leased premises, the Lessee may give like written notice to the Lessor of its intention to use the leased premises for any or all of said gas storage purposes, and thereupon use the leased premises for said purposes and shall be the sole judge as to whether gas is being stored or held in storage within the leased premises. The rental each year for such use shall be the same amount as but in lieu of the delay rental hereinafter provided to be paid to continue this lease in effect until the commencement of a well or of the use of the premises for any of the gas storage purposes and shall have the same effect of continuing this lease in force as though a producing well or a well used for gas storage purposes were drilled on the leased premises; provided, that if a well is thereafter drilled and used for any of the gas storage purposes on the leased premises the rental for such use of the leased premises, in lieu of the foregoing rental, shall be \$200.00 for such well and the same sum each year for each additional well so drilled and used. If the Lessee ceases to use a well for gas storage purposes but continues to use the premises for such purposes and there shall be no other well located thereon, the rental for such use shall be the land rental hereinafter provided. All land rentals and well rentals may be paid by the Lessee in quarter-year installments.

7. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to Fred A. Charton and/or Margaret A. Charton at Rt. #1 Bolivar, OH 44612

and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil or gas of their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided.

8. The Lessor may lay a pipe line to any one gas well on the premises, whether a producing well or a well used for gas storage purposes, and take gas produced from said gas well for domestic use in any dwelling-house on the leased premises, at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee. The first two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet of gas taken in each year shall be paid for at the last published rates of the gas utility in the town or area nearest to the leased premises, Lessor to lay and maintain the pipe line and furnish regulators and other necessary equipment at Lessor's expense. This privilege is upon the condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of the pipe line, and shall maintain the said pipe line, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leakage of gas. If the Lessee shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder.

9. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either party hereunder shall cease and terminate unless within twelve (12) months from the date of the completion of the plugging of such well the Lessee shall commence another well or unless the Lessee resumes the payment of delay rental as hereinabove provided.

10. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, a well rental in lieu of royalty and delay rental in the amount and under the terms hereinabove provided for delay rental until production is marketed and sold off the premises or such well is plugged and abandoned according to law.

11. The consideration, land rentals, well rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee and the further right of drilling or not drilling on the leased premises, whether to offset producing wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

12. The Lessor hereby grants to the Lessee the right to consolidate the leased premises or any part thereof with other lands to form an oil and gas development unit of not more than 40 acres, or the amount of acreage contained in a lot or section of land in the township in which the leased premises are located, whichever is greater, for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the purposes of all the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the owner of the lands on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) oil and gas royalty hereinafter provided, that proportion of such one-eighth (1/8) royalty which the acreage consolidated bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing the instrument of consolidation with the same formality as this oil and gas lease setting forth the leases or portions thereof are located and by mailing a copy thereof to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If said development unit shall thereafter be used for gas storage purposes, the well rental or land rental hereinafter provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each parcel bears to the entire acreage consolidated.

13. In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein then the royalties and rentals herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessee either by a delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of such original instrument or a duly certified copy thereof to the Lessee.

14. 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, whether the same may be held, developed and operated as an entirety, and the rentals and 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.

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part. Lessor agrees that when and if the within lease is assigned the Lessee herein shall have no further obligations hereunder. The Lessor further grants to the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy any claim or lien against the Lessor's interest in the premises as herein leased and thereupon to become subrogated to the rights of such claimant or lien holder.

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

17. The Lessee shall have the privilege of using sufficient oil, gas and water for operating on the premises and the right at any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by returning the lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liabilities under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the land rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

18. In the event the lessee is unable to perform any of the acts to be performed by the lessee by reason of force majeure including but not limited to acts of God, strikes, riots, and governmental restrictions this lease shall nevertheless remain in full force and effect until the lessee can perform said act or acts.

19. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them.

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PAGE 566

IN WITNESS WHEREOF the Lessors have hereunto set their hands. * SEE BELOW
Signed and Acknowledged in the presence of:

Edna Moser
Charles D. Reagan

Fred A. Charton
Margaret A. Charton

STATE OF Ohio)
COUNTY OF Tuscarawas) SS. Individual
Before me, a Notary Public in and for said county and state, personally appeared the above named Fred A. Charton and Margaret A. Charton, H & W

who acknowledged to me that they did execute the foregoing instrument and that the same is their free act and deed for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Bolivar
this 11th day of May, 1975
My Commission Expires May 25, 1978
Charles D. Reagan
Notary Public
Mark Tuscarawas Counties, Ohio

STATE OF _____)
COUNTY OF _____) SS. Individual
Before me, a Notary Public in and for said county and state, personally appeared the above named _____

who acknowledged to me that _____ did execute the foregoing instrument and that the same is _____ free act and deed for the uses and purposes therein set forth.

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

STATE OF _____)
COUNTY OF _____) SS. Corporation
Before me, a Notary Public in and for said county and state, personally appeared _____ and _____

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

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

Notary Public

RECEIVED FOR RECORD
TEDDOR E. UNDERWOOD, County Recorder
86623
MAY 13 1975 10 58 AM
Recorded May 13 1975
Vol 300 Page _____ of the
Records of
Tuscarawas County, Ohio

This instrument was prepared by MB Oil & Gas, 205 Central Plaza South, Canton, Ohio 44702.

No. _____	Acres _____	From _____	To _____	Date _____ 19____	Terms _____ Years _____	LOCATED _____	Rec'd for Record _____ 19____	Recorded _____ 19____	Book _____ Page _____	County Recorder _____
OIL, GAS, AND STORAGE LEASE			MB OIL & GAS 205 CENTRAL PLAZA SOUTH CANTON, OHIO 44702							

MICROFILMED

#2415 (OL #2145)

OIL AND GAS LEASE

Form 66B 2-61 Rev. 5-64, 5-73

THIS LEASE, made and entered into this 17 day of MARCH 1977 by and between

Fred A. Chaston & Margaret A. Chaston, his wife

of 9863 SHERMAN CHURCH AVE. BOLIVAR, OHIO

2619 MB OIL & GAS of 205 Central Plaza South, Canton, Ohio 44702

OPERATING Co., Inc. 9-12-96 See Lease Vol 156 pg 803 98 PAGE 189

1. That the Lessor, for and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, for the purpose of drilling, operating for, producing and removing oil and gas and all the constituents thereof, and to transport, across and through said lands oil, gas and their constituents from the subject and other lands, and of injecting, storing and holding in storage, and removing gas of any kind (sometimes hereinafter referred to as gas storage purposes), including gas being recovered, by pumping through wells or other means, into, in and from any sands, strata or formations lying thereunder, regardless of the source of such gas or the location of the wells or other means of so doing, and of placing tanks, equipment and structures thereon to procure and operate for the said products, and of laying pipe lines thereover to transport

the same and for gas storage purposes on other lands, all that certain tract of land situated in LAWRENCE Township,

(Lot No.) Section No. 4 in TUSCARAWAS County, Ohio, bounded substantially as follows:

North by lands of E. Fisher 8-14-85 8-22-79 10-9-81

East by lands of Rte 102 See Lease Vol 126 pg 161 See Lease Vol 105 pg 448 See Lease Vol 111 pg 526

South by lands of ACKERMAN-HAUTERK Heid-E. Fisher

West by lands of Heid-E. Fisher

being all the property owned by Lessor in Section/Lot 4 of LAWRENCE Township, containing 111 acres, more or less.

2. No well shall be drilled within 200 feet of the present buildings unless both parties consent thereto.

3. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of 20 years and so much longer than the term as the oil or gas or their constituents are found on the premises in the judgment of the Lessor or as the premises shall be operated by the Lessee in the search for oil or gas, or (2) as gas shall be injected, stored or held in storage, or removed into, in and from any sands, strata or formations underlying the premises.

4. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within 12 months from the date hereof, a well shall be commenced on the premises or use of the same for gas storage purposes shall be commenced as herein provided, or unless the Lessee shall thereafter pay a delay rental of ONE HUNDRED ELEVEN Dollars, once every year until the commencement of a well or of the use of the premises for gas storage purposes. A well shall be deemed commenced when preparations for drilling have been commenced.

5. In consideration of the premises the Lessee covenants and agrees: (A) To deliver to the credit of the Lessor in tanks or pipe lines, as royalty free cost, the equal one-eighth (1/8) part of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is run into tanks or pipe lines. In either case the Lessor to pay his royalty share of any expense, if any, for treating the oil from any well to make it marketable as crude oil. (B) To pay to the Lessor, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon which is not used for gas storage purposes, the sum of one-eighth (1/8) of field market price paid to Lessee per thousand cubic feet of such gas so marketed and used, measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.4 pounds atmospheric pressure, at a standard base temperature of 60° Fahrenheit and stipulated flowing temperature of 60° Fahrenheit, without allowance for temperature and barometric variations; payments or royalty for gas marketed during any calendar month to be on or about the 30th day of the following month; (C) To pay to the Lessor the land rental or well rental each year hereinafter provided for the use of the premises for gas storage purposes while the same are being so used; (D) Lessee to deduct from payments in (A) and (B) above Lessor's prorata share of any severance (excise) tax.

6. The Lessee at any time may notify the Lessor in writing at Lessor's last known address, by registered mail, of the Lessee's intention to use any well located on the leased premises and the leased premises for any and all of the purposes herebefore provided of injecting, storing or holding in storage, and removing gas into, in and from any sands, strata or formations underlying the premises, and upon the giving of such notice the Lessee may use any such well and the leased premises for any and all of said purposes. The Lessee shall pay to the Lessor a rental of \$200.00 each year for each such well while so used; provided, that the rental for the first year for a well so used shall be equivalent to the one-eighth royalty payments to the Lessor, if more than \$200.00, for gas produced and marketed from such well during the consecutive periods of time aggregating 180 days next preceding the giving of such notice, and for each year thereafter a rental for such well so used equivalent to said first year's rental of \$200.00 for such well so used. If there shall be no well used for gas storage purposes on the leased premises, but if a well used by the Lessee for any of the gas storage purposes herebefore specified shall be located on other lands and such well shall be located within one mile of any line of the leased premises, the Lessee may give written notice to the Lessor of the intention to use the leased premises for any or all of the purposes for gas storage purposes, and thereupon may use the leased premises for said purposes and shall be the sole judge as to whether gas is being stored or held in storage within the leased premises. The rental each year for such use shall be the same amount as, but in lieu of, the delay rental herebefore provided to be paid to continue this lease in effect until the commencement of a well or of the use of the premises for any of the gas storage purposes and shall be the same as the rental herebefore provided for such use. If a well is thereafter drilled and used for any of the gas storage purposes on the leased premises the rental for such use of the leased premises, in lieu of the foregoing rental, shall be \$200.00 each year for such well and the same sum each year for each additional well so drilled and used. If the Lessee ceases to use a well for gas storage purposes but continues to use the premises for such purposes and there shall be no other well located thereon the rental for such use shall be the land rental herebefore provided. All land rentals and well rentals may be paid by the Lessee in quarter-year installments.

7. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to Fred A. & Margaret A. Chaston at Rte 1 Bolivar, Ohio

and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil or gas of their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided.

8. The Lessor may lay a pipe line to any one gas well on the premises, whether a producing well or a well used for gas storage purposes, and take gas produced from said well for domestic use as a fuel-burning flame on the leased premises, at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee. The Lessor, however, shall be liable for the cost of gas taken for such use in excess of the hundred thousand cubic feet of gas taken in each year shall be paid for at the last published rates of the gas utility in the town or area nearest to the leased premises. Lessor to lay and maintain the pipe line and furnish regulators and other necessary equipment at Lessor's expense. This privilege is upon the condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the gas utility for the use of free gas, and shall maintain the said pipe line, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas. If the Lessor shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder.

9. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either party hereunder shall cease and terminate unless within twelve (12) months from the date of the completion of the plugging of such well the Lessee shall commence another well or unless the Lessee resumes the payment of delay rental as hereinafore provided.

10. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, a well rental in lieu of royalty and delay rental in the amount and under the terms hereinafore provided for delay rental until production is marketed and sold off the premises or such well is plugged and abandoned according to law.

11. The consideration, land rentals, well rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee and the further drilling or not drilling on the leased premises, whether to offset producing wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

12. The Lessor hereby grants to the Lessee the right to consolidate the leased premises or any part thereof with other lands to form an oil and gas development unit of not more than 80 acres, or the amount of acreage contained in or of section of land in the township in which the leased premises are located, whichever is greater, for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and the covenants and conditions of this lease, and to the same effect as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the owner of the lands on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) oil and gas royalty herebefore provided, that proportion of such one-eighth (1/8) royalty with the acreage consolidated bears to the total acreage of the acreage consolidated unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil and gas lease setting forth the leases or portions thereof consolidated, the royalty distribution and recording the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinafore set forth unless the Lessee is furnished with another address. If said development unit shall thereafter be used for gas storage purposes, the well rental or land rental herebefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each parcel bears to the entire acreage consolidated.

13. In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein then the royalties and rentals herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessee either by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of such original instrument or a duly certified copy thereof to the Lessee.

14. 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 held, developed and operated as an entirety, and the rentals and 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.

7-16-97 See Lease Vol 159 pg 108
6-15-93 See Lease Vol 149 pg 232
12-21-81 See Lease Vol 112 pg 403
11-10-81 See Lease Vol 111 pg 902
7-19-82 See Lease Vol 106 pg 174
6-15-81 See Lease Vol 110 pg 548
9-30-89 See Lease Vol 102 pg 256
8-14-79 See Lease Vol 105 pg 448
3-3-83 See Lease Vol 116 pg 808
2-9-78 See Lease Vol 100 pg 729
1-30-80 See Lease Vol 104 pg 189

6-7-95 See Lease Vol 154 Page 491
10-14-92 See Lease Vol 148 pg 95
10-24-95 See Lease Vol 155 pg 448
10-24-95 See Lease Vol 111 pg 526

15. The Lessee shall have the right to assign and transfer, as hereinabove set forth, the within lease in whole or in part and Lessor waives notice of any assignment or transfer of the within lease. Failure of payment of rental or royalty on any part shall not void this lease as to any other part. Lessor agrees that when and if the within lease is assigned the Lessee herein shall have no further obligations hereunder. The Lessor further grants to the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy any claim or lien against the Lessor's interest in the premises as herein leased and thereupon to become subrogated to the rights of such claimant or lien holder.

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

17. The Lessee shall have the privilege of using sufficient oil, gas and water for operating on the premises and the right at any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by returning the lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liabilities under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the land rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

18. In the event the lessee is unable to perform any of the acts to be performed by the lessee by reason of force majeure including but not limited to acts of God, strikes, riots, and governmental restrictions this lease shall nevertheless remain in full force and effect until the lessee can perform said act or acts.

19. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them.

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IN WITNESS WHEREOF the Lessors have hereunto set their hands.
Signed and Acknowledged in the presence of:

Rebecca M. C. Harton
M. F. Seaman
Freda Charton
Margaret A. Charton

STATE OF Ohio) SS. Individual
COUNTY OF Stark)
Before me, a Notary Public in and for said county and state, personally appeared the above named Fred A. Charton
Margaret A. Charton

who acknowledged to me that they did execute the foregoing instrument and that the same is their free act and deed for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at 9867 Sherman Ave. Columbus, Ohio
this 2 day of April, 1977
My Commission Expires: 7-27-79
Milton F. Seaman
Notary Public

STATE OF _____) SS. Individual
COUNTY OF _____)
Before me, a Notary Public in and for said county and state, personally appeared the above named _____

who acknowledged to me that _____ did execute the foregoing instrument and that the same is _____ free act and deed for the uses and purposes therein set forth.

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

STATE OF _____) SS. Notary Public
COUNTY OF _____) Corporation
Before me, a Notary Public in and for said county and state, personally appeared _____
and _____

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

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

RECEIVED FOR RECORD
THEODORE M. UNDERWOOD, County Recorder

2619 11:53 AM
APR - 7 1977
Recorded April 7 1977
Vol. 500 Page _____ of the _____
Tuscarawas County, Ohio Records of

This instrument was prepared by MB Oil & Gas, 205 Central Plaza South, Canton, Ohio 44702.

No. _____ Acre _____
OIL, GAS, AND STORAGE LEASE
From _____
To _____
Post Office _____
MB OIL & GAS
205 CENTRAL PLAZA SOUTH
CANTON, OHIO 44702
Date _____, 19____
Terms _____ Years _____
LOCKED
Rec'd for Record _____, 19____
Recorded _____, 19____
Book _____ Page _____
County Recorder _____