ALBAN TITLE

TAX AND LEGAL REPORT

DATE: March 18, 2016

REQUESTED BY: WALLICK AUCTIONS

PROPERTY ADDRESS: 8788 Cutler Rd. NE, Sherrodsville

PRESENT OWNER: David R. & Mildred P. Felgenhauer

VOLUME: 1438 **PAGE: 2382** **TRANSFER: 12-06-13**

PARCEL NO: 62-00137.000

REAL ESTATE TAXES ARE CURRENTLY LISTED ON THE 2014 TAX DUPLICATE IN DAVID R & MILDRED P FELGENHAUER

PARCEL NO: 62-00137.000

DESC: 7 15 26 NE 1.00A

VALUATIONS:		TAXES:	
LAND:	4,070	GENERAL TAXES:	873.52
BUILDINGS:	24,570	REDUCTION:	-128.87
TOTAL:	28,640	10% ROLLBACK:	-60.58
HOMESTEAD:		2 1/2% REDUCTION:	
CAUV:		HOMESTEAD CREDIT:	204.37
		CURRENT SA:	3.00
		TOTAL PER ½ YEAR:	467.61
		UNPAID REAL:	
		CURRENT SA:	
		PENALTY:	
		PRIOR DEL R.E:	
		PARTIAL PAID:	
		TOTAL DUE:	

Taxes for the first half year 2015 are PAID.
Taxes for the second half year 2015 are NOT YET DUE AND PAYABLE.

Tuscarawas County, Ohio
Parcel: 62-00137-000

SUMMARY

Owner	FELGENHAUER DAVID R & MILDRED P 8788 CUTLER RD NE SHERRODSVILLE OH 44675-9016 USA	Taxpayer	FELGENHAUER DAVID R & MILDRED P 8788 CUTLER RD NE SHERRODSVILLE OH 44675-9016 USA
Tax District	62-WARREN TWP-TUSC VALLEY SD	Class	511-1-FAMILY UNPLATTED 0-09.99 ACS.
School District	TUSC VALLEY SD	Subdivision	
Location	8788 NE CUTLER RD	Legal	7 15 26 NE 1.00A
CD Year		Map # / Routing #	8 / 15000
Ag Year		Ag District	
Sales Amount		Volume	1438
Acres	1.000		
Sold	12/06/2013		
Page	2382		

CHARGE

	Prior	1st Half	2nd Half	Total
Tax	0.00	464.61	464.61	929.22
Special	0.00	3.00	3.00	6.00
Total	0.00	467.61	467.61	935.22
Paid	0.00	467.61	0.00	467.61
Due	0.00	0.00	467.61	467.61
Escrow				0.00

VALUE

		Appraised	Assessed
Land		11,640	4,070
Improvement		70,210	24,570
Total		81,850	28,640
CAUV		0	0
Homestead	Y		
OOC	Y	81,550	28,540

TRANSFER HISTORY

Date	Buyer	Conveyance	Deed Type	Land Only	Sales Amount	Valid
12/06/2013	FELGENHAUER DAVID R & MILDRED P	901723	AFFIDAVIT TOD DESIGNATION	N	$0	N
09/23/2003	FELGENHAUER DAVID R & MILDRED P	91311	JOINT SURVIVORSHIP	N	$0	N

LAND

Type	Dimensions	Description	Value
HF-HOMESITE FRACTIONAL	0.890	Acres	11,640
RW-RIGHT OF WAY	0.110	Acres	0

DWELLING

Card 1

Style	01-SINGLE FAMILY	Family Rooms	0	Heating	Y
Stories	1.00	Dining Rooms	0	Cooling	N
Rec Room Area	240	Year Built	1960	Grade	C-3
Finished Basement	0	Year Remodeled		Fireplace Openings	0
Rooms	6	Full Baths	0	Fireplace Stacks	0
Bed Rooms	3	Half Baths	0	Living Area	1,512
		Other Fixtures	0	Appraised Value	69,910

OTHER IMPROVEMENT

Card	Description	Yr Blt	Yr Rem	Size	Condition	Value
1	POLE BARN-POLE FRAMED GENERAL PURPOSE BUILDING	1972		288	POOR	300

UTILITIES

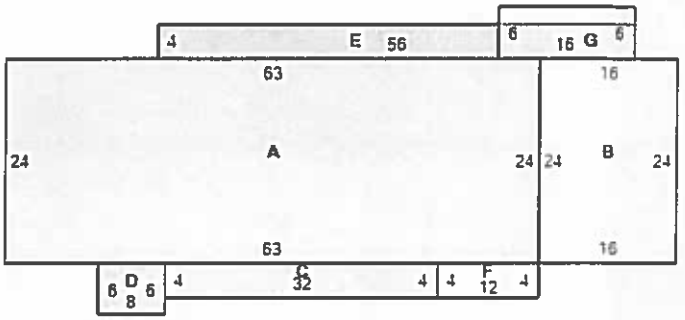
Water	N	Sewer	N	Electric	N	Gas	N	Well	N	Septic	N

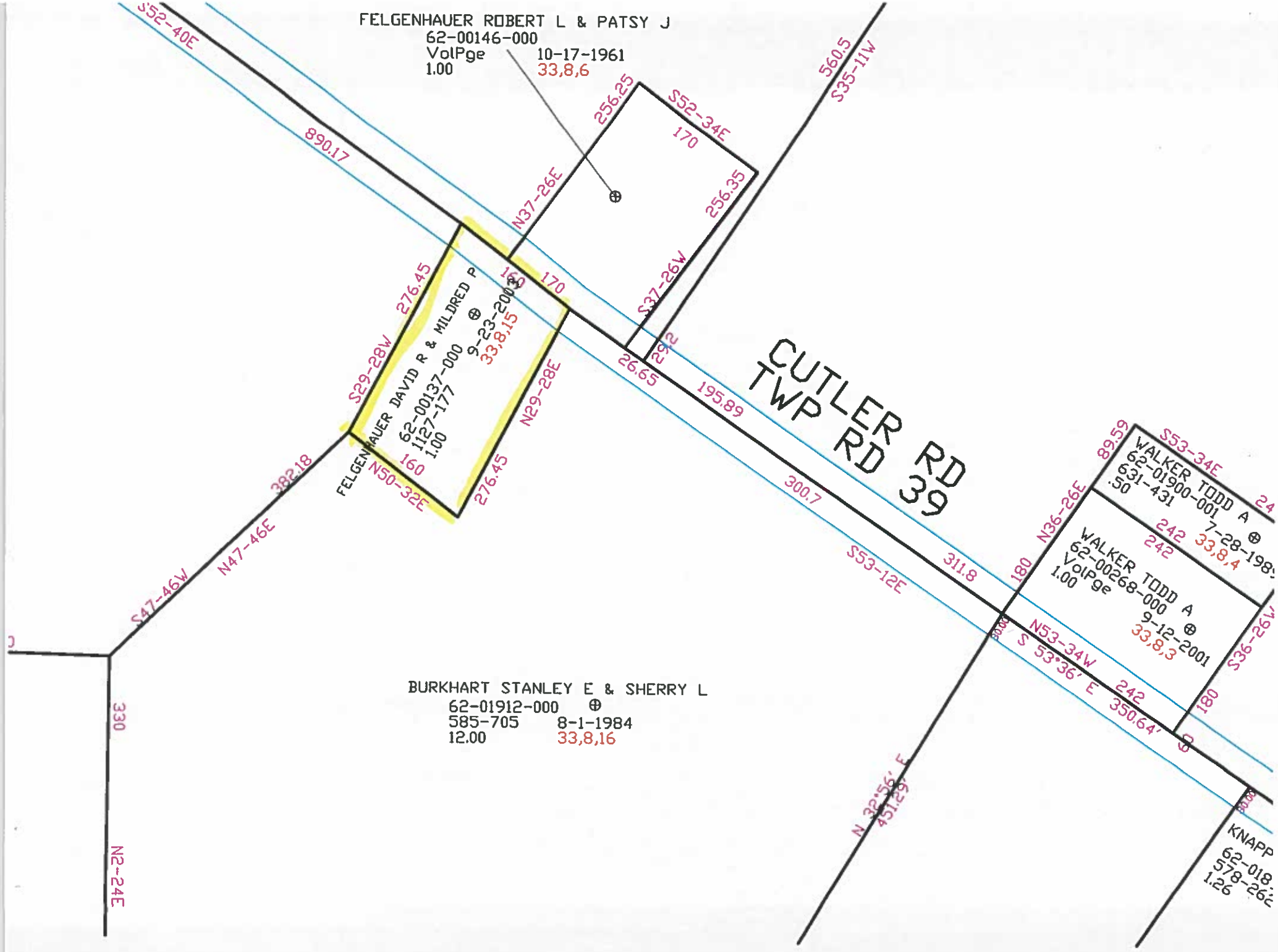
SKETCH

Card 1

Name	Description	Size
1	POLE BARN-POLE FRAMED GENERAL PURPOSE BUILDING	288
A	1SFR/B/2CBSG	1,512
B	EFP/ATTSHED	384
C	WDDK	128
D	CNPY=NV	48
E	WDDK=NV	224
F	EFP	48
G	EFP	96

[1]





BURKHART STANLEY E & SHERRY L
62-01912-000
585-705
12.00
8-1-1984
33,8,16


160'
277'
277'
160'
Parcel
Active
Pending
12 Months
12 Months
12 Months


CUTLER
TWP
RD
BYLAYER
ROMANC
STANDARD
SNAP
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ORTHO
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TABLET
Start
IntelliCAD 2001 by IT...
9:45 AM

First American Title™	Commitment for Title Insurance ISSUED BY **First American Title Insurance Company**
Commitment	

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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 FRAUD.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

First American Title™	Commitment for Title Insurance BY **First American Title Insurance Company**
Schedule A	

File No.: A16-216

1. Effective Date: March 16, 2016 at 8 00am

2. Policy (or Policies) to be issued: AMOUNT

   a. ☐ ALTA Owner's Policy of Title Insurance (6-17-06) $10.00
      ☐ ALTA Homeowner's Policy of Title Insurance (rev. 2-3-10)
      ☐ Other

      Proposed Insured: T B D

   b. ☐ ALTA Loan Policy of Title Insurance (6-17-06) $
      ☐ ALTA Expanded Coverage Residential Loan Policy (2-3-10)
      ☐ Other

      Proposed Insured:

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 interest in the land is at the Effective Date vested in. David R. Felgenhauer and Mildred P. Felgenhauer
SOT: Volume 481, Page 42, Tuscarawas County Deed Records

5 The land referred to in this Commitment is described as follows:

See Exhibit "A" attached hereto and incorporated herein.
Tax Parcel Number: 62-00137-000

Issuing Agent: Alban Title
Agent ID No.: 4042546
Address: 204 2nd ST NE
City, State, Zip: New Philadelphia, OH 44663
Telephone: (330) 343-5800

By: _____
Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)

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 FRAUD

First American Title™	Commitment for Title Insurance BY First American Title Insurance Company
Schedule BI	

REQUIREMENTS

File No.: A16-216

The following requirements must be satisfied:

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:

First American Title™	Commitment for Title Insurance BY First American Title Insurance Company
Schedule BII	

EXCEPTIONS

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 heretofore 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 the real estate taxes or assessments imposed on the title by a governmental, authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.

8. **The lien of all general taxes for the second half of 2015 and thereafter.**

Taxes for the first half of 2015 in the amount of $467.61 (includes homestead reduction of $204.37) per half are paid.
Taxes for the second half of 2015 are a lien not yet due.
Tax Parcel Number: 62-00137-000

9. **Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.**

10. **Anything to the contrary notwithstanding, this policy does not insure the quantity of land contained within the premises described in Schedule A.**

11. **Reservation of interest in oil and gas lease recorded in Volume 62, Page 553, and Volume 64, Page 283, Tuscarawas County Lease Records as set forth in instrument dated March 30, 1971, received for record March 31, 1971 at 1:34 p.m. and recorded in Volume 481, Page 42, Tuscarawas County Deed Records.**

12. Oil and Gas Lease to Atlas Exploration Co. dated January 31, 1961, received for record April 27, 1961 at 10:00 a.m. and recorded in Volume 62, Page 553, Tuscarawas County Lease Records. Subject to assignments.

NOTE: No examination was made under the estate created under the above instrument.

13. Option-Lease Agreement between M. O. and Virgil Felgenhauer to Clarence Furbizo dated March 2, 1962, received for record March 21, 1962 at 1:50 p.m. and recorded in Volume 64, Page 283, Tuscarawas County Lease Records. Affidavit of Noncompliance recorded in Volume 135, Page 273, Tuscarawas County Lease Records.

NOTE: No examination was made under the estate created under the above instrument.

14. Oil and Gas Lease to The North East Mutual Gas Co., Inc., dated January 2, 1977, received for record July 3, 1972 at 2:22 p.m. and recorded in Volume 84, Page 805, Tuscarawas County Lease Records.

NOTE: No examination was made under the estate created under the above instrument.

15. Oil and Gas Lease to North East Mutual Gas Co., Inc., dated October 5, 1976, received for record October 6, 1976 at 10:53 a.m. and recorded in Volume 96, Page 657, Tuscarawas County Lease Records. Subject to assignments.

NOTE: No examination was made under the estate created under the above instrument.

EXHIBIT "A"

Situated in the Township of Warren, County of Tuscarawas and State of Ohio:

Being part of Northeast Quarter of Section 26, Township 15, Range 7 of the Seven Ranges and being a part of a 155 acre tract heretofore conveyed to Virgil W. and Mildred O. Feigenhauer by deed recorded in Vol. 279, Page 40 of the Tuscarawas County Deed Records and being more fully described as follows:

Beginning at a stone at the Southeast corner of said Section 26; thence with the east line of said section, N. 2 deg. 00 min. E. 2404.00 feet to an iron pin in Township Road #39; thence leaving the east line of said Section 26 and with said Township Road #39, N. 52 deg. 17 min. W 610.60 feet to a point; thence continuing with said Township Road #39, N. 53 deg. 34 min. W. 906.40 feet to a point, thence continuing with said Township Road #39, N. 52 deg. 34 min. West 300.60 feet to an iron pin, said iron pin being the true place of beginning of the tract described; thence from said true place of beginning and continuing with said Township Road #39, N. 52 deg. 34 min. W. 160.00 feet to an iron pin; thence leaving said Township Road #39, S. 27 deg. 26 min. W. 276.45 feet to an iron pin; thence S. 52 deg. 34 min. E. 160.00 feet to an iron pin; thence N. 27 deg. 26 min. E. 276.45 feet to the true place of beginning, containing 1.00 acre.

Parcel I.D. #62-00137.000

11-30-11 See Vol 1370 Pg 2355 12-12-11 See Vol 1372 Pg 379

12-28-11 See Vol 1373 Pg 2023 5-4-12 See Vol 1385 Pg 732 Pg 825

OIL, GAS AND STORAGE LEASE

Virgil W. Felgenhauer

Sherrodsville, Ohio

To

The Atlas Exploration Co.

Box 5326 - Tulsa, Oklahoma

Date January 24, 1961

Recorded

Vol. 62 Page 553

Date Last Instrument Was Recorded APR 21 1961

Fee $1.00

Discharged

County Recorder

Page 207

Vol 134 Pg 366

Vol 99 Pg 152

Vol 99 Pg 135

Vol 90 Page 413

Vol 27 Page 207

Vol 84 Page 123

Vol 83 Page 206

Vol 71 Page 214

553

-10-89 FOR RECORD OF TRANSFER OF THIS Lease SEE RELEASE RECORD VOL 19 PAGE 221

139

571

FOR RECORD OF TRANSFER OF THIS LEASE SEE RELEASE RECORD VOL 20 PAGE 162 8/22/62

2/3/66 1/3/67

FOR RECORD OF TRANSFER OF THIS LEASE SEE LEASE RECORD VOL 71 PAGE 214

SEE LEASE RECORD VOL 70 PAGE 218

10-8-10 See Vol 1341 Pg 603

-9-11
See Vol 1369
pages
554

12-30-11 Vol. 1374
See Vol. 1374
Pg. 156

2-4-13 Vol 1412 pg 855
9-5-13 Vol 1431 Pg 467
10-17-13 Vol. 1435 Pg. 239
10-14-15 Vol 1487 pg 786

VOL 62 PAGE 55

Joseph Rutter
Justice of the Peace

Virgil E. Engelhardt
Richard E. Engelhardt

THIS INSTRUMENT PREPARED BY
Allen Exploration Company

STATE OF Texas
County of Bexar

On this 31st day of January A.D. 19 61 before me a Justice of the Peace in and for said County personally appeared the said Joseph Rutter, Virgil E. Engelhardt & Richard E. Engelhardt who acknowledged that they sign and seal the foregoing instrument and that it is their free act and deed.

Witness my hand and seal the day and year aforesaid.

EDWARD E. BAXTER Notary Public
My Commission Expires May 5, 1961

Joseph Rutter Justice of the Peace (Seal)

STATE OF
County of

On this day of A.D. 19
before me a in and for said County
personally appeared the said
who acknowledged that sign and seal the foregoing instrument and that it is free act and deed.

Witness my hand and seal the day and year aforesaid.

Notary Public, Justice of the Peace (Seal)

RECORDED FOR RECORD

1:30 PM 291186

291186 64 280

MAR 21 1962

OPTION - LEASE AGREEMENT

2-23-8
See Lease
Vol 135
pg 273

2-1-87
See Lease
Vol. 135
pg. 22

283

12-23-87
See Lease
Vol 134 pg 367

1-26-88
See Lease
Vol. 135 page 19

1/7/88
See Lease
Vol. 134 pg 500 & 503

1/26/88
See Lease
Vol 135 pg 15

[redacted]

Notary Public

11.00

VOL 135 PAGE 273

STATE OF OHIO :
: SS:
COUNTY OF TUSCARAWAS:

AFFIDAVIT OF NONCOMPLIANCE WITH TERMS OF COAL LEASES

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

Part of Section 26, Warren Township, Tuscarawas County, Ohio, containing 25.82 Acres, more or less. Parcel #62-00145 and #62-00146.

That Affiant acquired an interest in said premises by Various Deeds of the Tuscarawas County Records of Deeds;

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

1. Coal Lease from Virgil Felgenhauer and M. O. Felgenhauer, no marital status stated, to Clarence Fabrizo, dated March 5, 1962, and recorded March 20, 1962, in Volume 64, Page 283. Term is one hundred eighty (180) days.

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 is no mining for coal on the land in the Lease(s) as above referred to and that said Lease(s) are null and void.

Further Affiant saith naught.

Robert L Felgenhauer
ROBERT L. FELGENHAUER

SWORN to before me and subscribed in my presence this 13 day of FEBRUARY, 1988.

Shirley J. Mitchell
NOTARY PUBLIC

RECORDER'S STAMP

SHIRLEY J. MITCHELL, NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES JULY 5, 1990

THIS INSTRUMENT PREPARED BY:
GEIGER, TEEPLE, SMITH & HAHN
Attorneys at Law
404 Bank One Building
Alliance, Ohio 44601

Z-19769

RECEIVED FOR RECORD
DORIS H. GODFREY
COUNTY RECORDER
FEB 23 9 16 AM '88
RECORDED FEB 23 1988
VOL. OF THE RECORDS OF TUSCARAWAS COUNTY, OHIO
1 Merry 10.00

03469

RECEIVED FOR RECORD
DORIS H. GODFREY
COUNTY RECORDER
FEB 23 9 16 AM '88
RECORDED FEB 23 1988
VOL. OF THE RECORDS OF TUSCARAWAS COUNTY, OHIO
1 Merry 10.00

03469

53020

Form L.S. 1161

VOL 84 PAGE 805

THIS AGREEMENT, made and entered into this 8th day of January, A.D. 1972, by and between David R. Felgenhauer and Mildred R. Felt, Sharrardsville, Ohio

The Northwest Natural Gas Co., Inc. 655 Criswell Bldg. Canton, Ohio, hereinafter called the Lessor, and ~~[illegible]~~ Ohio, Zip Code 44702, The Lessee.

1. WITNESSETH: That the said Lessor, in consideration of the sum of one dollar, the receipt of which is hereby acknowledged, and of the covenants and agreements herein contained, does hereby grant unto the Lessee all of the oil and gas and/or the constituents of either, in and under the lands hereinafter described, together with the exclusive rights to drill for product 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 transport from, across and through said lands oil and gas and their constituents from the subject and other lands and to possess, use and occupy so much of said premises as is necessary and convenient in removing or transporting across said lands the above named products by pipe lines or otherwise for a term of ten (10) years and so much longer thereafter as oil, gas, or their constituents are produced in paying quantities thereon, or operations are maintained on, all of that certain tract of land situated in Lot No.

Sec. No. Pt NE 1/4 Sec. 21 A-7 T15 Township of Warren County of Tuscarawas and State of Ohio, bounded substantially as follows:

On the North by the lands of Twp. Rd. 10-1-76

On the East by the lands of H.W. Felgenhauer See Mtg Records

On the South by the lands of V.W. Felgenhauer Vol 415 pg 671

On the West by the lands of V.W. Felgenhauer Prel 33 #53586

containing (1.00) acres, more or less, being all the land owned by Lessor in said Township, provided, however, that if at the termination of said term, either primary or extended, there is a well in process of being drilled on said lands, then this lease shall continue in force so long as 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 being understood, however, that no well shall be drilled within two hundred feet of the barn or dwelling on said premises without the consent of Lessor.

2. In consideration of the premises the said parties covenant and agree as follows:
Lessee to deliver to the credit of the Lessor in tanks or pipe lines one-eighth (1/8) of the oil produced and saved from the premises.
Lessor to receive the field market price per thousand cubic feet for one-eighth (1/8) of all gas marketed from said premises, and the same to be paid for on or before the 20th day of the month following in which same is marketed.

3. Lessee to commence a well on said premises within Twelve months from this date or pay to Lessor Stone Creek Office Dollars ($ 25.00) each year, payable quarterly thereafter until said well is commenced or this lease surrendered; but the completion of a well upon said lands unproductive of oil or gas in paying quantities shall be considered as the equivalent of and regarded as the tender of delay rentals for a period of one year thereafter and in no event shall the written lease expire before one year after the drilling of a dry hole regardless of the primary term provided for in the written lease. In the event gas can be produced, but due to a lack of transmission facilities or lack of refining facilities same cannot be marketed, Lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, as royalty, an amount equal to the delay rental provided in paragraph #3 hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under paragraph #1 hereof. This lease shall become null and void for failure to pay rental for any period when same becomes due and payable, provided however that Lessee or his assigns is given 10 days written notice of his failure to pay said rentals and they are not paid within said 10 days.

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

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

6. The Lessee at any time may notify the Lessor in writing at Lessor's last known address, by registered mail, of the Lessee's intention to use any well located on the leased premises and the leased premises for any and all of the purposes hereinbefore 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 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 hereinbefore 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 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 hereinbefore provided to be paid to continue this lease in effect until the commencement of a well or of the use of the premises for any of the gas storage purposes and shall have the same effect of continuing this lease in force as though a producing well or a well used for gas storage purposes were drilled on the leased premises; provided, that if a well is thereafter drilled and used for any of the gas storage purposes on the leased premises the rental for such use of the leased premises, in lieu of the foregoing rental, shall be $200.00 each year for 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 hereinbefore provided. All land rentals and well rentals may be paid by the Lessee in quarter-year installments.

7. 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 one hundred sixty (160) acres for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the purposes of all the provisions and covenants of this lease to the same 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 1/8 oil and gas royalty hereinbefore provided, that proportion of such 1/8 royalty which the acreage herein leased bears to the total number of acres comprising said development unit. If said development unit shall thereafter be used for gas storage purposes the well rental or land rental hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each such parcel bears to the entire acreage of said unit.

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

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

10. Payments of all moneys due on this lease may be made by cash or check, to David R. Felgenhauer by deposit to the credit of Mildred R. Felt, Sharrardsville, Ohio and mailed to

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

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

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

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

Signed and Acknowledged in the Presence of:

Willis L. Hall — David R. Felgenhauer

Larry A. Kirtley — Mildred R. Felgenhauer

3/1/72 See Mortgage Records Vol 419 Pg 630 T.S. 54115

05

STATE OF Ohio
County of Tuscarawas } ss. On this 2 day of January A. D. 19 72 before me, a Notary Public in and for said County personally appeared the said David R. Falgenhauer and Mildred K. Falgenhauer his wife

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

WITNESS my hand and Official seal, the day and year aforesaid.

My commission exp. 12/15/1976 X Walter S. Kelp Notary Public (Seal)

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

ADDITIONS TO REVERSE SIDE WHICH ARE A PART OF THIS WITHIN LEASE AGREEMENT.

#1- Amendment to Clause #1:
Lessee agrees not to use any part of the surface of this within described tract for any oil and or gas operations.

This lease is hereby cancelled and surrendered this day of 19
Witness:

This instrument was prepared by ~~Jerry Moughan~~ The North East Natural Gas Co, Inc.

63020

No. Acres
OIL, GAS AND STORAGE LEASE
To
Post Office
From
X
Date 19
Twp. Year 2:30 P.M.
LOCATED Tuscarawas
Rec'd for Record JUL 31 1972 19
Recorded JUL 31 1972 19
Book Page Maxine Schwenneck County Recorder
3.00

MICROFILMED

Form 66B 241 Rev. 8-64, 8-72

OIL AND GAS LEASE

VOL 96 PAGE 657

THIS LEASE, made and entered into this _____ day of August 31, 19 76, by and between David R. Felgenhauer & Mildred P. Felgenhauer, husband & wife,

98406

of _____

North East Natural Gas Co., Inc., 2805 Fulton Drive, N.W., Canton, Ohio 44718 hereinafter called the Lessor, and 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, into, in and 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 Warren Township, (Section No.) 26, in Tuscarawas County, Ohio 10-17-13 Vol. 1435 Pg. 239 bounded substantially as follows:

North by lands of Robert & Patsy Felgenhauer & Township Rd. #39

East by lands of Mildred O. Felgenhauer 5-18-11

South by lands of Mildred O. Felgenhauer 8/26/87 Vol 1356

West by lands of Mildred O. Felgenhauer Sur Lease Pg 138

being all the property owned by Lessor in Section 26 of Warren Township, containing 1.00 acres, more or less. Vol 133 Pg 220

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

3. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of two years and so much longer thereafter either (1) as oil or gas or their constituents shall be found on the premises 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 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 Dollars each year, payments to be made quarterly 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 of cost, the equal one-eighth (⅛) 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 (⅛) 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; (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 (⅛) 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 25th 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 hereinbefore 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 such 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 hereinbefore 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 may use the leased premises for said purposes and shall be the sole judge as to whether or 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 hereinbefore provided to be paid to continue this lease in effect until the commencement of a well or of the use of the premises for such 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 and the leased premises, provided, that if a well is thereafter drilled and used for any of the gas storage purposes were drilled on 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 hereinbefore 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 David R. & Mildred P. Felgenhauer at 10-8-10 Vol 1311 Pg 603 12-30-11 Sec Vol 1374 Pg 156 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 in one 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 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 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 at any time to consolidate the leased premises or any part thereof or strata therein with other lands to form an oil and gas development unit of not more than 80 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 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 Lessee agrees to accept, in lieu of the one-eighth (⅛) oil and gas royalty hereinbefore provided, that proportion of such one-eighth (⅛) royalty which the acreage consolidated bears to the total number of acres comprising said development 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 hereinabove set forth unless the Lessee is furnished with another address. If the well on said development unit shall thereafter be shut in or be used for gas storage purposes, the well rental for shut-in royalty herein-before 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. 10-14-15 Vol 1451 Pg 786

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.

8-7-14 Vol 1455 Pg 1731

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. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days afer receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

20. 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.

IN WITNESS WHEREOF the Lessors have hereunto set their hands.

Signed and Acknowledged in the presence of:

Wayne C. Kinsel

[illegible]

X David R. Felgenhauer
DAVID R. FELGENHAUER

X Mildred P. Felgenhauer
MILDRED P. FELGENHAUER

STATE OF OHIO }
COUNTY OF STARK } SS.

Individual

Before me, a Notary Public in and for said county and state, personally appeared the above named David R. Felgenhauer & Mildred P. Felgenhauer, husband & wife, 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 Canton, Ohio this 5th day of October, 19 76.

My Commission Expires: August 22, 1980

X Alene H. Williams
Notary Public

ALENE H. WILLIAMS, Notary Public
State of Ohio My Commission
Expires August 22, 1980

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:

Notary Public

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
THEODORE M. UNDERWOOD, County Recorder
10:53 AM

98406 OCT 6 1976

Recorded Oct 6 19 76
Vol. Page of the
Tuscarawas County, Ohio Records of

30°

This instrument was prepared by: GEIGER & TEEPLE, Attorneys, 404 1st. Nat'l. Bank Bldg., Alliance, Ohio 44601

No. Acres OIL, GAS, AND STORAGE LEASE

From

Post Office To

Date 19 Terms Years LOCATED

Rec'd for Record 19

Recorded 19

Book Page

County Recorder

Vol. 90 Page 38

STATE OF OHIO

DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials VDW Date 3/14/14
Owner's Initials _____ Date _____

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

2013

STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (*Please Print*)

Property Address: 8788 Cutler Rd NE. Sherrodsville, Ohio 44675

Owners Name(s): Virginia B. Walker POA Gilgenhauer

Date: 3/14/14, 20____

Owner ☐ is ☐ is not occupying the property. If owner is occupying the property, since what date: _____

If owner is not occupying the property, since what date: _____

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

☐ Public Water Service ☐ Holding Tank ☐ Unknown
☐ Private Water Service ☐ Cistern ☐ Other _____
☐ Private Well ☐ Spring
☐ Shared Well ☐ Pond

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? ☐ Yes No ☐ If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): _____

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) ☐ Yes ☐ No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

☐ Public Sewer ☐ Private Sewer ☐ Septic Tank
☐ Leach Field ☐ Aeration Tank ☐ Filtration Bed
☐ Unknown ☐ Other _____

If not a public or private sewer, date of last inspection: _____ Inspected By: _____

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property? Yes ☐ No ☐ If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): _____

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? ☐ Yes ☐ No
If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): _____

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? ☐ Yes ☐ No
If "Yes", please describe and indicate any repairs completed: _____

Owner's Initials VBW Date 3/14/14 Purchaser's Initials _____ Date _____
Owner's Initials _____ Date _____ Purchaser's Initials _____ Date _____

POA has never occupied

Property Address 8788 Cittle Rd NE Sherrodsville, OH

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? ☐ Yes ☐ No
If "Yes", please describe and indicate any repairs completed: _____

Have you ever had the property inspected for mold by a qualified inspector? ☐ Yes ☐ No
If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?
☐ Yes ☐ No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any previous or current fire or smoke damage to the property? ☐ Yes ☐ No
If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? ☐ Yes ☐ No
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	☐	☐	☐	8) Water softener	☐	☐	☐
2) Plumbing (pipes)	☐	☐	☐	a. Is water softener leased?	☐	☐	☐
3) Central heating	☐	☐	☐	9) Security System	☐	☐	☐
4) Central Air conditioning	☐	☐	☐	a. Is security system leased?	☐	☐	☐
5) Sump pump	☐	☐	☐	10) Central vacuum	☐	☐	☐
6) Fireplace/chimney	☐	☐	☐	11) Built in appliances	☐	☐	☐
7) Lawn sprinkler	☐	☐	☐	12) Other mechanical systems	☐	☐	☐

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): _____

H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	☐	☐	☐
2) Asbestos	☐	☐	☐
3) Urea-Formaldehyde Foam Insulation	☐	☐	☐
4) Radon Gas	☐	☐	☐
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	☐	☐	☐

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

Owner's Initials VDW Date 3/14/14
Owner's Initials _____ Date _____

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

VDW 3OA

Property Address 8788 Cutler Rd NE Sherrodsville, OH

I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? ☐ Yes ☐ No
If "Yes", please describe: _____

Do you know of any oil, gas, or other mineral right leases on the property? ☐ Yes ☐ No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

	Yes	No	Unknown
Is the property located in a designated flood plain?	☐	☐	☐
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?	☐	☐	☐

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? ☐ Yes ☐ No
If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? ☐ Yes ☐ No
If "Yes", please describe: _____

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). ☐ Yes ☐ No
If "Yes", please describe: _____

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? ☐ Yes ☐ No
If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____
List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. ☐ Yes ☐ No
If "Yes", please describe (amount) _____

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property?

	Yes	No		Yes	No
1) Boundary Agreement	☐	☐	4) Shared Driveway	☐	☐
2) Boundary Dispute	☐	☐	5) Party Walls	☐	☐
3) Recent Boundary Change	☐	☐	6) Encroachments From or on Adjacent Property	☐	☐

If the answer to any of the above questions is "Yes", please describe: _____

N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property:

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials VDW Date 3/14/14
Owner's Initials _____ Date _____

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address 8788 Cutler Rd NE Shreadsville OH

CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER: Virginia S. Walker POA DATE: 3/24/14

OWNER: _____ DATE: _____

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at www.dnr.state.oh.us.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: _____ DATE: _____

PURCHASER: _____ DATE: _____

AGENCY DISCLOSURE STATEMENT

EQUAL HOUSING OPPORTUNITY

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 8788 Cutler Rd NE

Buyer(s): _____

Seller(s): Felgenhauer

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____ (AGENT(S)), and _____ (BROKERAGE).

The seller will be represented by _____ (AGENT(S)), and _____ (BROKERAGE).

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

☐ Agent(s)_____ work(s) for the buyer and Agent(s)_____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____.

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Jesse Sefert / Wallick Auction and real estate brokerage McIntire Realty will

☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____.

☒ represent only the (*check one*) ☒ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT	DATE	SELLER/LANDLORD	DATE
		Virginia B. Walker	3/24/
BUYER/TENANT	DATE	SELLER/LANDLORD	DATE

Effective 01/01/05

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Property Address 8788 Cutlon Rd Shumadsville

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____

(ii) JDW Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

(ii) JDW Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home.*

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) JS Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Virginia G. Walker P.O.A.

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	03/14/16 Date	Agent	Date