



Kyler, Pringle, Lundholm & Durmann

A Legal Professional Association

Jonathan C. Mizer

E-Mail: jmizer@kpldlaw.com

Telephone: (330) 343-5585

TAX AND LEGAL REPORT

Date: 4/4/2016

Our File #: CLAGDE-2

For The Exclusive Use Of: Wallick Auctions, Inc.

Property Address: 4727 Rutledge Street, Midvale, OH 44653

Present Owner: Denton Otto Clagg (at the time of his decease)

Deed Volume/Page: Vol. 507, Page 111, Tuscarawas County Deed Records and Vol. 1108, Page 2491, Tuscarawas County Official Records

Transfer Date: 6/19/1974

Real Estate Taxes Are
Currently Listed On The
2015 Tax Duplicate In The
Name Of:

Denton Otto Clagg

Parcel No.: 27-00160.000

Desc.: Whole Lot 63

Valuations:	Land:	5,400.00
	Building:	48,240.00
	Total:	53,640.00
	Auv:	

<u>Taxes:</u>	General Taxes:	\$ 597.36
	Tax Reduction:	-\$157.40
	10% Rollback:	-\$ 43.06
	2½% Reduction	-\$ 10.76
	Homestead Credit	-\$ 0.00
	Total Per ½ Year	\$ 386.14
	Unpaid Real:	\$ 0.00
	Current Sa:	\$ 3.00
	Penalty:	\$ 0.00
	Prior Del:	\$ 0.00

Total Due: \$389.14

Special Assessments: MWCD \$3.00 per half

Taxes for the first half year 2015 are \$389.14 and are paid.

Taxes for the second half year 2015 are \$389.14 and are not yet due.

Taxes for the year 2016 are undetermined, but not yet due.

Map Office Approval:

In Compliance

New Description Required

This information, including any lot dimensions, is derived solely from public records. While the information is usually reliable, certainty cannot be assured without a full title examination, title insurance, and a current survey.


Jonathan C. Mizer



Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota 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 six (6) months 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.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Continued on back page

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Authorized Officer or Agent

ORT Form 4308
ALTA Commitment for Title Insurance 6/06

By

President

Attest

Secretary

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE A

1. Effective date: April 4, 2016 at 7:59 a.m. File No. CLAGDE-2

2. Policy or Policies to be issued: Amount

(a) Owners Policy \$ TBD

Proposed Insured:
TBD

(b) Loan Policy \$ TBD

Proposed Insured:
TBD

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:

Denton Otto Clagg (at the time of his decease), Volume 1108, Page 2491 of the Tuscarawas County Official Records, and Volume 507, Page 111 of the Tuscarawas County Deed Records

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

Situated in the Village of Midvale, County of Tuscarawas, and State of Ohio:

And known as Lot 63 in said Village of Midvale, as shown by a plat in the Recorder's Office of said Tuscarawas County, with the appurtenances thereunto belonging.

For Plat, See Vol. 1B, Page 34, Tuscarawas County Plat Records.

It is expressly agreed and made a condition hereof, that no intoxicating liquors, shall ever hereafter be sold in or upon the aforesaid premises by the grantee, their heirs and assigns forever, and upon a violation of this condition, the aforesaid real estate and the appurtenances shall immediately revert to the grantors herein, their heirs and assigns but subject to all legal highways.

Issuing Agent: Jonathan C. Mizer

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 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 from the Estate of Denton Otto Clagg, vesting fee simple title in TBD;
 - B Payment of Taxes for the Second Half of 2015;
 - C Owner's Title Affidavit executed by Seller(s);

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. Any claim which arises out of the transaction creating the interest insured by this Policy by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law.
8. The following exception will appear in any loan policy to be issued pursuant to this agreement: Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy.
9. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exceptions.
10. The Tuscarawas County Auditor's 2015 General Tax Duplicate for Parcel #27-00160-000 shows:

Taxes for the first half of the year 2015 in the amount of \$389.14, including a special assessment of \$3.00 are paid.
Taxes for the second half of the year 2015 in the amount of \$389.14, including a special assessment of \$3.00, are a lien not yet due. Taxes for the year 2016 are a lien not yet determined.

Additions, recoupments or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.
11. Subject to restrictions as described on Survivorship Deed from Charles D. Jones and Catherine L. Jones, husband and wife, to Denton Otto Clagg and Erma L. Clagg, husband and wife, signed on January 26, 1974 and recorded on June 19, 1974 at 3:35 p.m. in Volume 507, Page 111 of Tuscarawas County Deed Records.
12. Right of Way from Denton O. Clagg and Erma Clagg, husband and wife, to the Board of Commissioners of Tuscarawas County signed on October 16, 1985 and recorded on November 20, 1985 at 8:35 a.m. in Volume 598, Page 431 of the Tuscarawas County

Deed Records.

13. Assignment of Right of Way from the Board of Commissioners of Tuscarawas County to Twin City Regional Water and Sewer District signed on June 23, 1986 and recorded on July 7, 1986 at 9:20 a.m. in Volume 603, Page 707 of the Tuscarawas County Deed Records. This is an assignment of the Right of Way recorded at Volume 598, page 431 of the Tuscarawas County Deed Records. Subject assignment is for a term of 42 years, after which point the Right of Way will revert back to the original lessee.
14. Oil and Gas Lease from Denton Otto Clagg, widower, to Sierra Buckeye LLC effective on June 14, 2012 and executed on August 22, 2012 and recorded on September 25, 2012 at 2:22 p.m. in Volume 1399, Page 1173 of the Tuscarawas County Official Records. No further examination was made.
15. Subject to the restrictions and conditions of the Original Plat of the Village of Midvale recorded at Plat Book 1 B, Page 34 of the Tuscarawas County Plat Records.
16. Pending the administration of the estate of Denton O. Clagg, deceased, Tuscarawas County Probate Case No. 2016 ES 58561, in which the will of Denton O. Clagg was admitted to Probate on March 17, 2016, and in which Diana L. Sims has been appointed Fiduciary/Executor.
17. 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.
18. 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.
19. This policy does not insure the area, quantity or accuracy of dimensions of the premises described in Schedule A, herein.
20. Items #1, #2, and #5 will be deleted from the final owner's and loan policies upon receipt of an appropriate executed affidavit. Item #3 will be deleted from the final loan policy upon receipt of an acceptable mortgage location survey and payment of the standard fee. Item #4 will be deleted from the final owner's and loan policies upon receipt of an acceptable affidavit 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.

Deed Records.

13. Assignment of Right of Way from the Board of Commissioners of Tuscarawas County to Twin City Regional Water and Sewer District signed on June 23, 1986 and recorded on July 7, 1986 at 9:20 a.m. in Volume 603, Page 707 of the Tuscarawas County Deed Records. This is an assignment of the Right of Way recorded at Volume 598, page 431 of the Tuscarawas County Deed Records. Subject assignment is for a term of 42 years, after which point the Right of Way will revert back to the original lessee.
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19. This policy does not insure the area, quantity or accuracy of dimensions of the premises described in Schedule A, herein.
20. Items #1, #2, and #5 will be deleted from the final owner's and loan policies upon receipt of an appropriate executed affidavit. Item #3 will be deleted from the final loan policy upon receipt of an acceptable mortgage location survey and payment of the standard fee. Item #4 will be deleted from the final owner's and loan policies upon receipt of an acceptable affidavit 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.

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8035-3

Charles D. Jones and Catherine L. Jones, husband and wife
(Marital Status) Tuscarawas

County, for valuable consideration paid, grant(s), (covenants, if any)

to Denton Otto Clagg and Erma L. Clagg

, husband and wife, for their

joint lives, remainder to the survivor of them, whose tax mailing address is

Box 114, Midvale, Ohio

the following real property:

(Description of land or interest therein and encumbrances, reservations, and exceptions, if any.)

Situated in the Village of Midvale, County of Tuscarawas and State of Ohio: And known as Lot 63 in said Village of Midvale, as shown by a plat in the Recorder's Office of Said Tuscarawas County, with the appurtenances thereunto belonging.

It is expressly agreed and made a condition hereof, that no intoxicating liquors, shall ever hereafter be sold in or upon the aforesaid premises by the grantees, their heirs and assigns forever, and upon a violation of this condition, the aforesaid real estate and the appurtenances shall immediately revert to the grantors herein, their heirs and assigns but subject to all legal highways.

TRANSFERRED

TRANSFER FEE 35
CONVEYANCE EXAMINED,
SEC. 319-202 & C. COMPLIED WITH
AMT. 14.00

JUN 19 1974

DONALD R. KINSEY
TUSCARAWAS COUNTY AUDITOR
No. 72640

"Deed checked for tract description only"
6-15-74
ED K. GARNER
Tuscarawas Co. Engineer
Deputy

619103
See GR 1108
pg 2491

Prior Instrument Reference: Volume Page
Wife (Husband) of the grantor, releases all rights of dower therein.

WITNESS hand this 26th day
of January 1974

In Presence of:

1. Victor L. Rometti
2. Joyce M. Patching

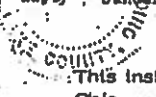
Charles D. Jones
Charles D. Jones
Catherine L. Jones
Catherine L. Jones

State of Ohio
County of Lake
Before me, a Notary Public, in and for said county, personally appeared
the above named Charles D. Jones and Catherine L. Jones

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 hand at this 26th
day of January 1974

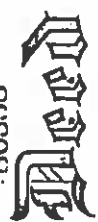
VICTOR L. ROMETTI, Notary Public
For Lake County, Ohio
My Commission Expires Sept. 16, 1976



Victor L. Rometti

This instrument prepared by Attorney Danry D. Johnson, New Philadelphia,
Ohio.

80358



Surveillance

60

18

Rec'd.

RECEIVED FOR RECORD
TRUCKEE & WENTWORTH County Recorder

JUN 19 1974 3 37 PM

Recorded: Jones 19
Vol. West 12 24
Page 30 of 31
Tuscarawas County, Ohio

LAW OFFICES
DANNY D. JOHNSON
323 NORTH BROADWAY
NEW PHILADELPHIA, OHIO 44663

200300010729
Filed for Record in
TUSCARAWAS COUNTY, OH
LORI L SMITH
06-09-2003 09:43 am.
AFFDT TRANS 24.00
OR Volume 1108 Page 2491 - 2494

TRANSFERRED

TRANSFER FEE 5.00
CONVEYANCE EXAMINED.
SEC. 319.203 R. C. COMPLIED WITH

JUN 06 2003

AMT. _____
MATT JUDY
Tuscarawas County Auditor



AFFIDAVIT FOR TRANSFER TO SURVIVOR

STATE OF OHIO)
)SS:
COUNTY OF TUSCARAWAS)

Denton Otto Clagg ("Affiant"), being first duly cautioned and sworn, and having personal knowledge of the facts and being competent to testify as to these matters, deposes and says as follows:

1. Affiant's wife, Erma L. Clagg, formerly of 4727 Rutledge Street, P.O. Box 258, Midvale, Ohio 44653, died on April 23, 2003, a legal resident of the State of Ohio.
2. A copy of the Death Certificate for Erma L. Clagg is attached to this Affidavit.
3. The decedent and this Affiant were the grantees in a certain deed dated January 26, 1974 and recorded on June 19, 1974 in Volume 507, Page 111, of the Deed Records of Tuscarawas County, Ohio (the "Deed"), with respect to the property legally described as follows:

Situated in the Village of Midvale, County of Tuscarawas, and State of Ohio:

And known as Lot 63 in said Village of Midvale, as shown by a plat in the Recorder's Office of said Tuscarawas County, with the appurtenances thereunto belonging.

It is expressly agreed and made a condition hereof, that no intoxicating liquors, shall ever hereafter be sold in or upon the aforesaid premises by the grantee, their heirs and assigns forever, and upon a violation of the condition, the aforesaid real estate and the appurtenances shall immediately revert to the grantors herein, their heirs and assigns but subject to all legal highways.

Parcel No.: 27-00160.000

4. In the Deed, the grantees designated are "Denton Otto Clagg and Erma L. Clagg, husband and wife, for their joint lives, remainder to the survivor of them."

FITZPATRICK,
ZIMMERMAN & ROBE
CO., L. P. A.
ATTORNEYS AT LAW
140 FAIR AVE., N.W.
P.O. BOX 1914
NEW PHILADELPHIA, OHIO
41603

5. Denton Otto Clagg, one of the grantees named in the Deed, is one and the same person as this Affiant.

6. The address of Affiant is 4727 Rutledge Street, P.O. Box 258, Midvale, Ohio 44653.

7. Affiant gives this Affidavit for the purpose of transferring the title to the foregoing property to Affiant on the records of the Recorder's Office in Tuscarawas County, Ohio.

Denton Otto Clagg
Denton Otto Clagg

Sworn to before me and subscribed in my presence by Denton Otto Clagg this 3rd day of June, 2003.



SHARON A. WILLIAMS, Notary Public
State of Ohio
My Commission Expires June 18, 2008

Sharon A. Williams
Notary Public

*This instrument prepared by:
Attorney D. Brad Zimmerman
New Philadelphia, Ohio*

FITZPATRICK,
ZIMMERMAN & ROSE
CO., L. P. A.
ATTORNEYS AT LAW
143 FAIR AVE., N.W.
P.O. BOX 1014
NEW PHILADELPHIA, OHIO
41643

MICROFILMED

UNITED STATES DEPARTMENT OF AGRICULTURE VOL 598 P. 481
FARMERS HOME ADMINISTRATION
RIGHT-OF-WAY-EASEMENT

598 P. 481

KNOW ALL MEN BY THESE PRESENTS:

Husband & wife

NO TRANSFER NECESSARY
NOV 2 0 1965

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Denton O. Clagg & Erma Clagg 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 successor and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove sewer line and septic tank over, across, and through the land of the GRANTOR situated in Tuscarawas County, State of Ohio, said land being described as follows: Real estate description:

Lot 63 in the Village of Midvale

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 perpetual easement shall be ~~twenty (20)~~ ten (10) feet in width, the centerline of which is described as follows: See attached description and plat.

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 sanitary sewer and appurtenances 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, and 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 their condition existing prior to such ingress and egress and work, 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 16 day of October, 1985.

Signed, Sealed and Acknowledged in the Presence of:

Alan I. Hunter
(WITNESS)

Denton O. Clagg
Denton O. Clagg (SEAL)

W. Paul Wilcox
7-7-86 (WITNESS)

Erma Clagg
Erma Clagg (SEAL)

STATE OF OHIO
TUSCARAWAS COUNTY

W. Paul Wilcox
Vol. 605 ACKNOWLEDGEMENT
Pg. 70

Before me, a Notary Public, in and for said County, personally appeared the above named Denton O. & Erma Clagg husband & 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 Midvale, Ohio, this 16 day of October, 1985.

W. Paul Wilcox
NOTARY PUBLIC
W. Paul Wilcox

My Commission expires: 4-2-90

The form of this instrument was prepared by the Office of the General Counsel of the United States Department of Agriculture, and the material in the blank spaces in the form was inserted by or under the direction of Donald W. Zimmerman, Attorney at Law, 140 Fair Avenue N.W., New Philadelphia, Ohio 44663, (216) 364-1614.

We, the undersigned, do hereby agree that our basement will not be served directly by the County sewer system because we do not want an effluent pump. Further, it will be our responsibility to plumb the basement to rid it of any dirty or soiled water and route it into the septic tank should we, or our successors, ever use the basement.

Denton O. Clagg
Erma Clagg

ADDENDUM

Grantor also grants to the Grantee a temporary blanket easement
for the purpose of construction only to provide a connection from
the Grantor's existing sewer service line to the proposed septic
tank.

VOL 598 PAGE 412

Revised: February 14, 1985

MACROFILMED

MICROFILMED

VOL 593 PAGE 413

DESCRIPTION

Name of Owners Denton O. & Erma Clagg
Address of Owners Box 114, Midvale
Real Estate Description Lot 63 in the Village of Midvale

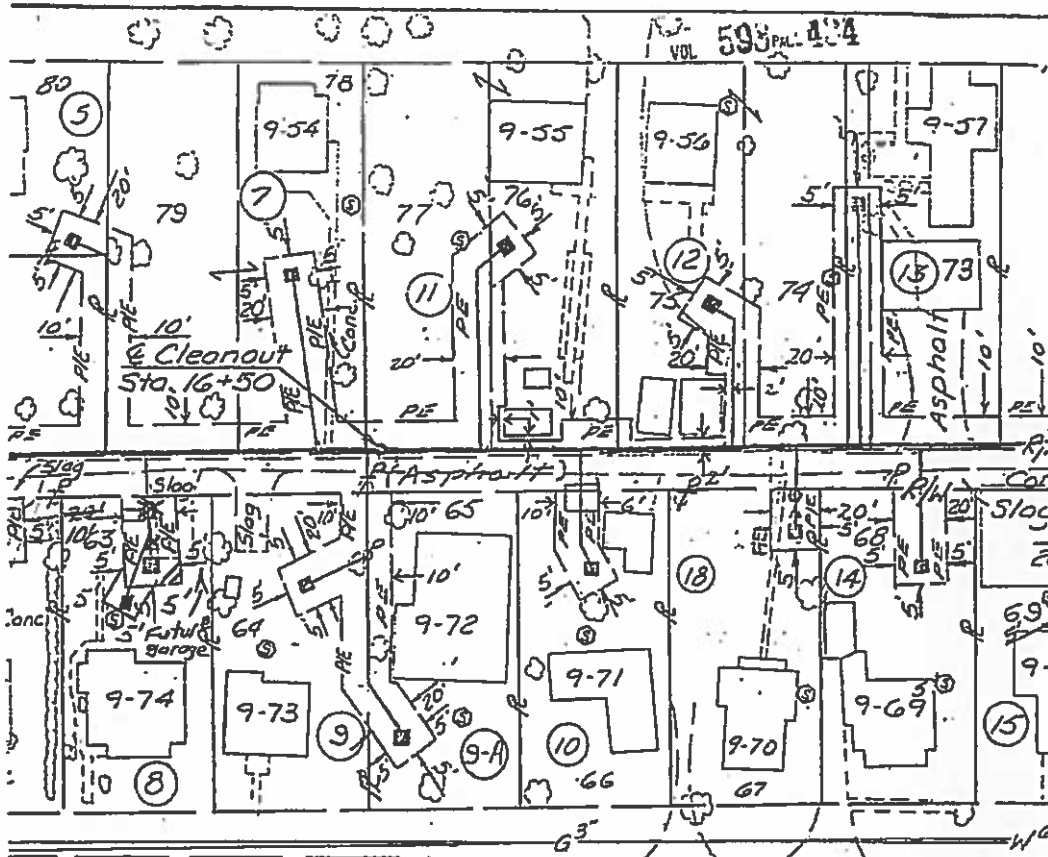
Being a strip of land not more than ¹⁰~~20~~ feet wide for sewer line construction and an additional area of land for septic tank construction equal to the area of the tank plus a maximum 5 foot wide strip of land around said tank. The easements to be located as per the attached print of Plan Sheet No. ___ of the construction plans for the Midvale-Barnhill Sewer System to be on file in the Tuscarawas County Sanitary Engineer's Office and the Twin Cities Water and Sewer District.

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

~~Grantor grants to the Grantee permission to construct a buried electrical cable from the Grantor's residence/building to the effluent pump and to make any necessary electrical adjustments to the Grantor's existing electrical facilities in order to provide an electrical supply to the effluent pump, at the sole expense of the Grantee.~~

Grantor also grants to the Grantee, its successors and assigns, the right to enter upon the Grantor's land for the purpose of cleaning and pumping the septic tank ~~and maintaining the electrical supply to the effluent pump.~~

NOTE: Plan Sheet No. will be incorporated into this document when finalized.



(Asphalt)

RUTLEDGE STREET

RECEIVED FOR RECORD
 BORIS M. GODFREY, County Recorder

NOV 20 1985

77613 Recorded
 Vol. Page
 of the
 Records of
 Tarrant County, Ohio

no fee
 Denton O. & Erma Clegg
 Sheet No. 34 Parcel 8

- ① George Kalec
- ② Charles R. & E. Postal
- ③ Trustec Church of God
- ④ James R. & Penha E. Plust

23 L.F. ±

- ⑩
- ⑪
- ⑫
- ⑬

MICROFILMED

83521

VOL 603 P. 707

ASSIGNMENT

For good and valuable consideration received to the full satisfaction of the Board of Commissioners of Tuscarawas County, Ohio, which is the owner and operator of the Tuscarawas County Metropolitan Sewer District, the said Board of County Commissioners does hereby assign, transfer and convey to Twin City Regional Water and Sewer District, all of its right, title and interest in and to certain roadway permits heretofore acquired by the Board of Commissioners of Tuscarawas County and necessary for the construction of a sanitary-sewer system by the Twin City Regional Water and Sewer District, all of which are identified and set forth in Exhibit A, which is attached hereto, incorporated herein and made a part hereof, the same as if set forth herein in detail.

Said assignment shall be for a term of 42 years, after which said assignments shall be cancelled, null and void and said easements shall revert to the assignor.

IN WITNESS WHEREOF, the said Board of County Commissioners having first been duly authorized by a proper Resolution duly adopted by the Board of Commissioners of Tuscarawas County on

NO TRANSFER NECESSARY

DATE: 7-7-86

John A. Baatzel
COUNTY AUDITOR

June 23rd, 1986 does hereby execute this document
on this 23rd day of June, 1986.

Signed and acknowledged in
the presence of:

Edith Bain

Jane E. Burgess

William E. Winters
William Winters

Charles Lorenz

Vivian Fiddler
Vivian Fiddler

ATTEST:

Edith Bain
Clerk - Board of Commissioners
of Tuscarawas County

Prepared by: Atty. Donald W. Zimmerman

MICROFILMED

VOL 603 PAGE 711

CENTRE SUPPLY	RT#1 NCA PHILADELPHIA OH 44663	27-4	2	596	303
CHANEY	ROBERTA & MILBRED GREGG IN BOX 288 MIDVALE OH 44663	17	2	596	287
CHANEY	WILLIAM R J BOX 1838 RT#1 NEW PHILADELPHIA OH 44663	16	5	596	311
CHANEY	PHYLLIS BOX 288 MIDVALE OH 44663	26	1	594	335
CHESSIE SYSTEM RAILROAD	733 N. 334TH ST. RIVERDALE ILL. 60427	44	0		
CHESSIE SYSTEM RAILROAD	540E 43 380E	40-A	2		
CHESSIE SYSTEM RAILROAD	540E 43 ABOVE	23	17		
CHESSIE SYSTEM RAILROAD	540E 43 ABOVE	46	15		
CHESSIE SYSTEM RAILROAD	540E 43 ABOVE	47	12		
CHESSIE SYSTEM RAILROAD	540E 43 ABOVE	37	21		
CHESSIE SYSTEM RAILROAD	540E 43 ABOVE	24	7		
CHESSIE SYSTEM RAILROAD	540E 43 ABOVE	45	3		
CHESSIE SYSTEM RAILROAD	540E 43 ABOVE	38	8		
CHURCH OF GOD	BOX 283 MIDVALE OH 44663	34	3	594	486
CHURCH OF GOD	540E 43 ABOVE	34	3	598	427
CHURCH OF GOD	540E 43 ABOVE	36	3	594	445
CIMON	ANDREW S MATH BOX 133 MIDVALE OH 44663	33	4	594	338
CLAGO	DENTON O ERMA BOX 114 MIDVALE OH 44663	34	8	598	431
COUSH	CHARLES H VIOCK J BOX 162 MIDVALE OH 44663	37	7	598	433
COLETTI	LAURA M BOX 1778 RT#1 NEW PHILADELPHIA OH 44663	15	7	594	343
COLLETTI	MARGARET BOX 223 MIDVALE OH 44663	33	4	LT	NO EASEMENT
COLVIN	BETHEL 238 2ND DRIVE S.W. NEW PHILADELPHIA OH 44663	32	6	596	158
CORLEY	BEVERLY BOX 1814 RT#1 NEW PHILADELPHIA OH 44663	48	8	597	896
COOK	BIRCH MARGARET BOX 83 MIDVALE OH 44663	48-A	4	593	374
COORSON	DOBBY HARRY JANE 1716 REESLY LANE VERMONT WV 26134	23	2	596	319
CORREDO	W. JAMES JR BOX 142 MIDVALE OH 44663	22	6	598	439
COVENTRY	MAXINE BOX 52 MIDVALE OH 44663	24	14	596	323
COX	EMIL C RT#1 DOVER OH 44622	11	1	598	327

ZONTINI	ARNOLD JR	JEAN	30 24TH STREET NEW BRN. RECRIA ON 44675	11	11	595	498
ZORZI	SILVIO	NATHERINE	BOX 24 MIDVALE OH 44637	11	11	596	511
ZUERCHER	CARL		BOX 166 MIDVALE OH 44637	11	11	596	511

83521

RECEIVED FOR RECORD
GORIS M. GODFREY, County Recorder

JUL 7 1988
JUL 7 1988

Recorded	Page	of the
Vol. _____	_____	Records of
Rockaway County, Ohio		

*note
mar reference
to e easement*

MICROFILMED

201200013343
Filed for Record in
TUSCARAWAS COUNTY, OH
LORI L SMITH, RECORDER
09-25-2012 At 02:22 PM.
MEMORANDUM 36.00
OR Volume 1399 Page 1173 - 1173

MEMORANDUM OF PAID-UP OIL AND GAS LEASE

STATE OF OHIO §
COUNTY OF TUSCARAWAS § KNOW ALL MEN BY THESE PRESENTS:
§

Denton Otto Clagg, a widower ("Lessor"), whose address is PO Box 114, Midvale, Ohio 44653, and SIERRA BUCKEYE, LLC ("Lessee"), whose address is 333 Clay Street, Suite 3660, Houston, Texas 77002, hereby acknowledge and give notice that Lessor has entered into a Paid-Up Oil and Gas Lease (the "Lease") dated June 14, 2012, with Lessee covering all of Lessor's interest in 0.1652 acres, more or less, situated in Tuscarawas County, Ohio, being more particularly described in Exhibit "A" attached hereto and made a part hereof by reference for all purposes.

Subject to the other terms and provisions thereof, the Lease provides for a primary term of five (5) years from and after the date thereof, and grants Lessee the option to extend such primary term for an additional five (5) years on the terms and for the consideration set forth in the Lease. The Lease may be perpetuated beyond the primary term, as extended, for so long as oil, gas or other substances covered by the Lease are produced from or operations are conducted upon the leased premises or lands pooled or unitized therewith, or the Lease is otherwise maintained, prolonged or extended pursuant to the provisions contained in the Lease.

Lessor and Lessee hereby refer to the Lease for all of its terms and provisions, and incorporate the same herein by reference as fully as if it were copied at length herein. Both Lessor and Lessee have possession of a fully-executed copy of the Lease.

This Memorandum shall not be deemed to enlarge, restrict or change the rights of any of the parties to the Lease, but is for the purpose of giving record notice of the existence of the Lease in lieu of recording it at length in the county records. In the event of any conflict, the terms and provisions contained in the Lease shall control and prevail over the terms and provisions of this Memorandum.

IN WITNESS WHEREOF, this Memorandum is dated and effective as of the date of the Lease, and is executed by the parties hereto as of the date of each acknowledgement herein.

[SIGNATURE PAGE FOLLOWS ON SEPARATE PAGE]

1381

Instrument Prepared By:
Sierra Buckeye, LLC
Three Allen Center
333 Clay Street, Suite 3660
Houston, TX 77002

LESSOR:

Denton Otto Clagg
Denton Otto Clagg

STATE OF OHIO §
COUNTY OF TUSCARAWAS §

This instrument was acknowledged before me on the 14th day of June 2012, by Denton Otto Clagg, a widower, the Lessor(s) herein.

My Commission expires: 8/17/2016

M. B.

Notary Public, State of Ohio



MEAGAN R. AMBROSINI
NOTARY PUBLIC - OHIO

LESSEE:

SIERRA BUCKEYE, LLC

By: *Robert S. Fabris*

Robert S. Fabris
Vice President

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 22 day of August 2012, by Robert S. Fabris, Vice President of SIERRA BUCKEYE, LLC, a Delaware limited liability company, on behalf of said company.

My Commission expires: _____

Carolyn Ashley Zumberge

Notary Public, State of Texas

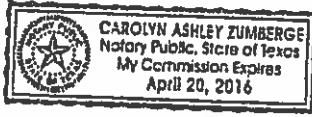


EXHIBIT "A"

Attached to and made a part of that certain
Memorandum of Paid-Up Oil and Gas Lease dated June 14, 2012,
by and between Denton Otto Clagg, a widower as Lessor,
and Sierra Buckeye, LLC, as Lessee.

DESCRIPTION. The Leasehold is located in the Township of Goshen, in the County of
Tuscarawas, in the State of Ohio, and described as follows:

<u>Tax Parcel No.</u>	<u>Range</u>	<u>Township</u>	<u>Section</u>	<u>Acres</u>
27-00160-000	0	0	Lot 63	0.1652

201200013343
CINCO LAND & EXPLORATION INC
PICK UP

Flat 0²

18 34

Middle

Dec. 8th 1890

H. B. Nation Civil Eng'r

J. M. Rutledge

I hereby certify that the foregoing is a correct plat of Middle in Eastern and Mill Townships, Lucas and Adams Counties Ohio as laid out under the direction of John M. Rutledge that the same embraces 7 ³/₁₆ acres in the west half of lot 33, P. 1, S. 3 and 2 ¹/₂ acres in lot 13, P. 1, S. 7, making a total of 17 ¹/₁₆ acres. The source of lines and corners of lots, width of streets and way to a church on the plat as also the location of lines now marked from which to make future corners.

T. B. Franklin
Civil Eng'r

I, John M. Rutledge, Proprietor of Middle in Eastern and Mill Townships Lucas and Adams Counties Ohio by me caused to be surveyed and plotted as fully acknowledged the accompanying plat and explanatory notes to be a correct exhibit of all same and that the streets and alleys thereon set forth are hereby devoted to public use.

Witness my hand and seal this 12th day of December A. D. 1890.
 Executed in Presence of
 John M. Rutledge
 John E. Kennedy

State of Ohio Lucas and Adams Counties ss.
 Before me the undersigned a notary Public in and for said County and State the above named John M. Rutledge personally came and acknowledged the signing and sealing of the foregoing instrument to be his voluntary act and deed for the uses and purposes therein named.

Given under my hand and seal this 12th day of December 1890.
 John E. Graham
 Notary Public

Received Jan 5th 1891 at 9 AM.
 Recorded Jan 5th 1891

John G. Neumann
Recorder

In Presence of
 Co. Recorder, Lucas and Adams Counties, Ohio.
 I hereby certify that Andy Moravetz, George Moravetz and John G. Moravetz, being the owners of fourteen (14) lots in the grounds of Middle in Eastern and Adams Counties, Ohio, made application to vacate a total of 13 lots & 1/2 acre of land, a plat being shown in the Recorder's Office in said County, on Feb 10th 1891 and upon proper advertisement in the Daily Journal as required by law, and proof of publication being filed with said petition and no objection being filed



Next Numbers
 Same as
 Old Numbers

John G.
 Mill

and written on otherwise that
 the above lots are now
 vacant, 20 acres of said plat
 being in Middle Township
 Lucas County Ohio, and 2 1/2 acres
 being in Eastern Township Lucas
 County, Ohio. The same are
 hereby declared vacated.

Oct 21, 1890
 J. G. Baker
 County Auditor

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 and Stipulations.
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 Stipulations 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/>.



AGENCY DISCLOSURE STATEMENT



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

Property Address: 4727 Rutledge St Midvale

Buyer(s): _____

Seller(s): CLAGG Estate

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

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

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the 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) Wallick Auctions and real estate brokerage McIndoe 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 [Signature] _____ DATE _____

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

4727 Rutledge St Midvale

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

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) 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) 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) AW 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.

<u>Diana K. [Signature]</u>	_____	Seller	Date	_____	Seller	Date
<u>[Signature]</u>	_____	Purchaser	Date	<u>4/4/16</u>	Purchaser	Date
<u>[Signature]</u>	_____	Agent	Date	_____	Agent	Date