

# ALTA COMMITMENT FOR TITLE INSURANCE issued by CHICAGO TITLE INSURANCE COMPANY

#### **NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COUNTERSIGNED:

Authorized Signatory

OH2283

Transfer Title Agency, Inc. 748 N. Court Street Medina, OH 44256 (800) 635-5512 CHICAGO TITLE INSURANCE COMPANY

Michael J. Nolan President

ATTEST Marjorn Hemogua

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#### **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice:
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements; and
  - f. Schedule B, Part II—Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN
LAND TITLE





#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## **6.** LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

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#### PRO-FORMA POLICY 8.

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the proforma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### 9. **CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

#### **CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION. OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

#### 11. **ARBITRATION**

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The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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> Page 4 LAND TITLE



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

Issuing Agent: Steve Swain

Issuing Office: Transfer Title Agency, Inc. 748 North Court St. Medina, OH 44256

Issuing Office's ALTA Registry ID: 1017651

Loan ID Number:

Commitment Number: TTA3956 Issuing Office File Number: TTA3956

Property Address: 7116 Norwalk Road Medina, OH 44256

Revision Number: 1

#### **SCHEDULE A**

1. Commitment Date: May 2, 2025, at 7:00 am

- 2. Policy to be Issued:
  - (a) ALTA® 2021 Owner's Policy

Proposed Insured: Successful Bidder at Auction

Proposed Policy Amount: \$TBD.00

The Proposed Policy amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price of full value of the Land. A Loan Policy should reflect the loan amount of value of the Land being used as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

The estate or interest to be insured: Fee Simple

- 3. The estate or interest in the Land at the Commitment Date is: Fee Simple
- 4. The Title is, at the Commitment Date, vested in **Thomas Stafinski and Jeanette Krebs** and, as disclosed in the Public Records, has been since **October 1, 2024**
- 5. The Land is described as follows:

**SEE ATTACHED EXHIBIT "A"** 

CHICAGO TITLE INSURANCE COMPANY

By: Clandia Skidmore

**Authorized Signatory** 



File No.: TTA3956

#### **EXHIBIT A**

The Land is described as follows:

Situated in the Township of York, County of Medina, State of Ohio:

And being known as part of York Township Lot 15, Tract 2 and Lot 10, Tract 3, also being a part of lands conveyed to David D. and Lynn M. Spence by deed dated November 18, 2021, as recorded in Document Number 2021OR033893 of the Medina County Recorder's Records, also being a part of lands conveyed to Thomas Stafinski and Jeannette Krebs by deed dated April 22, 2022, as recorded in Document Number 2022OR009144 of the Medina County Recorder's Records, further bounded and described as follows:

Commencing at the Northwest corner of said Lot 10, also being the Northwest corner of lands conveyed to William A. and Carol L. Blackburn by deed dated November 10, 2005, as recorded in Document Number 2005OR039266 of the Medina County Recorder's Records;

Thence along the Northern line of said lands of Blackburn and said Lot 10, bearing South 86° 51' 13" East, a distance of 416.00 feet to a point thereon, also being the Northeast corner of lands conveyed to David D. and Lynn M. Spence by deed dated November 18, 2021, as recorded in Document Number 2021OR033893 of the Medina County Recorder's Records and the TRUE PLACE OF BEGINNING of the parcel herein described; Thence continuing along the Northern line of said Lot 10, bearing South 86° 51' 13" East, a distance of 40.00 feet to a point thereon, also being the Northwest corner of lands conveyed to Christopher J. Hawkins by deed dated April 23, 2002, as recorded by Document Number 2002OR015778 and to Christopher Hawkins by deed dated June 25, 2012 as recorded in Document Number 2012OR015268 of the Medina County Recorder's Records; Thence parallel to an Eastern line of aforesaid lands of Spence and along the Western line of said lands of Hawkins and Hawkins, bearing South 02° 30' 50" West, passing through an iron pin set at 56.88 feet, a total distance of 175.54 feet to an iron pin set on the Western line of said lands of Hawkins and Hawkins; Thence continuing along the Western line of said lands of Hawkins and Hawkins, bearing, South 31° 11' 31" West, a distance of 60.69 feet to an iron pin set;

Thence parallel to an Eastern line of aforesaid lands of Spence, bearing, South 02° 30' 50" West, a distance of 32.33 feet to an iron pin set;

Thence, bearing South 26° 09' 52" East, a distance of 60.69 feet to an iron pin set on the Western line of aforesaid lands of Hawkins and Hawkins;

Thence parallel to an Eastern line of aforesaid lands of Spence, along the Western line of said lands of Hawkins and Hawkins, bearing South 02° 30′ 50″ West, a distance of 107.49 feet to an iron pin set at an angle point therein; Thence continuing along the Western line of said lands of Hawkins and Hawkins, bearing South 02° 53′ 49″ East, a distance of 2.09 feet to an iron pin set on the Southwest corner of said lands of Hawkins and Hawkins; Thence along the Southern line of said lands of Hawkins and Hawkins, bearing South 69° 36′ 25″ East, a distance of 431.52 feet to a 5/8-inch iron pin without I.D. cap found and used on the Western Right-of-Way of CSX Transportation;

Thence along the Western Right-of-Way of CSX Transportation, bearing South 05° 19' 40" East, a distance of 429.20 feet to an iron pin set at an angle therein;

Thence, continuing along the Western Right-of-Way of CSX Transportation, bearing South 02° 28' 16" East, a distance of 100.32 feet to an iron pin set therein;

Thence, continuing along the Western Right-of-Way of CSX Transportation, bearing, South 05° 19' 40" East, a distance of 300.00 feet to an iron pin set therein;

Thence, continuing along the Western Right-of-Way of CSX Transportation, bearing South 08° 11' 04" East, a distance of 100.32 feet to an iron pin set therein;

Thence, continuing along the Western Right-of-Way of CSX Transportation, bearing South 05° 19' 40" East, a distance of 991.71 feet to an iron pin set on the Northern line of lands conveyed to Mark Szakacs Jr. by deed dated December 15, 2022 as recorded in Document Number 2022OR025250 of the Medina County Recorder's Records;

Thence, along the Northern line of said lands of Szakacs and the Easterly projection thereof, bearing North 86' 55' 17" West, a distance of 1173.90 feet to a 5/8-inch iron pin without I.D. cap found and used at the Northwest corner of lands conveyed to Russell A. and Melinda-Jo Clutter by deed dated July 11, 1985 as recorded in Official Record Volume 260, Page 609 of the Medina County Recorder's's Records, also being a point on the Eastern line of lands conveyed to Carol L. Young by deed dared August 05, 2011 as recorded in Document Number 2011OR016136 of the Medina County Recorder's Records, also being a point on the Western line of aforesaid Lot 15;

Thence, along the Eastern line of said lands of Young and the Western line of said Lot 15, bearing North 03° 45′ 53" East, a distance of 250.80 feet to a 3/4 inch iron pin without I.D. cap found and used at the Southeast corner of lands conveyed to James A. Hallman by deed dated October 05, 2021 as recorded in Document Number 2021OR029308 of the Medina County Recorder's Records, also being the Southwest corner of aforesaid Lot 10 and the Northwest corner of said Lot 15;

Thence, along the Eastern line of said lands of Hallman and the Western line of said Lot 10, bearing North 03° 33' 51" East, a distance of 1298.54 feet to an iron pin set thereon;

Thence, parallel to the Southern line of aforesaid lands of Spence, bearing South 78° 16' 50" East, a distance of 408.71 feet to an iron pin set:

Thence, bearing North 12° 33' 41" East, a distance of 353.32 feet to an iron pin set;

Thence, bearing North 38° 28' 49" West, a distance of 51.12 feet to an iron pin set at an angle point on the Eastern line of aforesaid lands of Spence;

Thence, parallel to the Western line of aforesaid lands of Hawkins and Hawkins, also being along the Eastern line of said lands of Spence, bearing North 02° 30' 50" East, a distance of 253.44 feet to an iron pin set thereon;

Thence, bearing North 26° 09' 52" West, a distance of 60.69 feet to an iron pin set;

Thence, parallel to the Western line of aforesaid lands of Hawkins and Hawkins, bearing North 02° 30' 50" East, a distance of 52.78 feet to an iron pin set;

Thence, bearing North 31° 11' 31" East, a distance of 60.69 feet to an iron pin set on an Eastern line of aforesaid lands of Spence;

Thence, parallel to the Western line of aforesaid lands of Hawkins and Hawkins, also being along the Eastern line of said lands of Spence, bearing North 02° 30' 50" East, passing through an iron pin set at 110.79 feet, a total distance of 165.75 feet to the Northeast corner of said lands of Spence, also being a point on the Northern line of said Lot 10 and the TRUE PLACE OF BEGINNING containing 41.9710 acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

The statement iron pin set refers to a 5/8" x 30" iron rebar set vertically with surveyor's I.D. cap marked "Cunningham."

This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in May 2023.

Permanent Parcel No. 045-05C-04-032

Address commonly known as: 7116 Norwalk Road, Medina, OH 44256

#### SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. A properly executed deed from Thomas Stafinski, marital status, and Jeannette Krebs, marital status, to Successful Bidder at Auction.
- 5. A properly executed release, termination or satisfaction of the following:
  - a. Mortgage shown in Schedule B, Part II, as Item No. 12.
- 6. Evidence of the following:
  - a. None.

NOTE: The Company shall not be liable for, and any title insurance policy issued hereunder shall not cover, any loss, cost or damage as a result of prohibition of ownership of "Agricultural Land" by certain "Persons" as defined in Ohio Revised Code Section 5301.256.

### **SCHEDULE B, PART II - Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
- 2. Any facts, rights, interest, or claims which 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.
- 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.

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- 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. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
- 8. Oil, gas, coal and other mineral interests together with rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
- 9. Quantity of acreage/square footage as set forth in Schedule A, if any.
- 10. No liability is assumed for tax increases occasioned by retroactive revaluation arising out of the change in land usage, on account of errors or omissions and changes in the valuation of the property by legally constituted authorities.
- 11. Any changes in title occurring subsequent to the effective date of this commitment and prior to the date of issuance of the title policy.
- 12. Mortgage from David D. Spence and Donna C. Spence, husband and wife, to First Horizon Home Loan Corporation, in the amount of \$144,000.00, dated June 17, 2005 and filed for record June 23, 2005 at 9:46 a.m. in Document 2005OR020455 of Medina County Records. (Applies to part of captioned and more land.)

Please note: This instrument pertains to a prior owner.

At the time the above mortgage was filed for record, title was vested of record in David D. Spence and Donna C. Spence. (See title deed in Document 2005OR020454 of Medina County Records.)

13. Pipe line right of way from Ignac Mahdal and Augusta Mahdal, husband and wife, to The Ohio Fuel Gas Company, dated November 4, 1929 and filed for record January 16, 1930 at 2:30 p.m. in Volume 6, Page 285 of Medina County Records.

NOTE: For further information, see record. We have made no examination of this instrument.

14. Pipe line right of way from Josef Prkuo and Mary Prkuo, husband and wife, to The Ohio Fuel Gas Company, dated December 6, 1929 and filed for record January 16, 1930 at 2:30 p.m. in Volume 6, Page 288 of Medina County Records.

NOTE: For further information, see record. We have made no examination of this instrument.

15. Easement for telephone and telegraph lines from Charles Milling and Emma Milling, no marital status stated, to The Ohio Bell Telephone Company, dated January 6, 1940 and filed for record January 8, 1940 at 1:55 p.m. in Volume 39, Page 542 of Medina County Records.

NOTE: For further information, see record. We have made no examination of this instrument.

16. Reservation of restrictions found in an Administrator's or Executor's Deed from John Stafinski,



Administrator of the Estate of Myrtle Stafinski, deceased, to Sophie Stafinski, dated December 23, 1953 and filed for record December 24, 1953 at 9:36 a.m. in Volume 213, Page 400 of Medina County Records.

NOTE: For further information, see record. We have made no examination of this instrument.

17. Easement for highway purposes from Sophie Stafinski and John Stafinski, huband of Sophie Stafinski, to the State of Ohio, dated March 17, 1955 and filed for record July 15, 1955 at 10:38 a.m. in Volume 226, Page 186 of Medina County Records.

NOTE: For further information, see record. We have made no examination of this instrument.

18. Oil and gas lease from John Stafinski and Sophia Stafinski, husband and wife, to The Ohio Fuel Gas Company, dated August 14, 1956 and filed for record October 22, 1956 at 11:52 a.m. in Volume 73, Page 166 of Medina County Records.

NOTE: For further information, see record. We have made no examination of this instrument.

19. Permit to install tap and meter also right of way for domestic service line from Sophie Stafinski and John Stafinski, wife and husband, to The Ohio Fuel Gas Company, and Willard L. Canfield, dated October 5, 1960 and filed for record November 21, 1960 at 10:45 a.m. in Volume 280, Page 303 of Medina County Records.

NOTE: For further information, see record. We have made no examination of this instrument.

20. Agreement to install a main line drip by and between from John Stafinski and Sophie A. Stafinski, husband and wife, and Columbia Gas Transmission Corporation, dated June 23, 1987 and filed for record August 24, 1987 at 1:02 p.m. in Volume OR 396, Page 449 of Medina County Records.

NOTE: For further information, see record. We have made no examination of this instrument.

21. Pipe line right of way from John Stafinski and Sophie A. Stafinski, husband and wife, to Columbia Gas Transmission Corporation, dated September 8, 1987 and filed for record October 23, 1987 at 2:14 p.m. in Volume OR 407, Page 118 of Medina County Records.

NOTE: For further information, see record. We have made no examination of this instrument.

22. Agreement for conditional limited time gas service from John Stafinski and Sophia A. Stafinski, to Columbia Gas of Ohio, Inc. and Columbia Gas Transmission Corporation, dated October 23, 1987 and filed for record December 24, 1987 at 10:49 a.m. in Volume OR 415, Page 854 of Medina County Records.

NOTE: For further information, see record. We have made no examination of this instrument.

23. Joint driveway easement between John Stafinski and Sophie A. Stafinski, husband and wife, and Diane Lynn Holmes, divorced and unremarried; Tim A. Hawkins, no marital status stated; and Paul R. Stafinski and Deborah A. Stafinski, husband and wife, dated October 6, 1993 and filed for record October 15, 1993 at 1:12 p.m. in Volume OR 864, Page 72 of Medina County Records.

NOTE: For further information, see record. We have made no examination of this instrument.

24. Right of way easement for water lines from John Stafinski and Sophie Stafinski, no marital status stated, to Rural Lorain County Water Authority, dated December 7, 1993 and filed for record February 4, 1994 at 10:41 a.m. in Volume OR 906, Page 120 of Medina County Records.



NOTE: For further information, see record. We have made no examination of this instrument.

25. Right of way easement for water lines from Paul Stafinski and Deborah Stafinski, no marital status stated, to Rural Lorain County Water Authority, dated December 7, 1993 and filed for record February 4, 1994 at 10:42 a.m. in Volume OR 906, Page 122 of Medina County Records.

NOTE: For further information, see record. We have made no examination of this instrument.

26. Agreement for conditional limited time gas service from Paul R. Stafinski and Deborah Anne Stafinski, to Columbia Gas of Ohio, Inc. and Columbia Gas Transmission Corporation, dated August 28, 1998 and filed for record March 4, 1999 at 2:31 p.m. in Document 1999OR007652 of Medina County Records.

NOTE: For further information, see record. We have made no examination of this instrument.

27. Temporary access road easement from David D. Spence, widow and not remarried, to Nexus Gas Transmission, LLC, a Delaware limited liability company, dated February 15, 2016 and filed for record February 23, 2016 at 11:03 a.m. in Document 2016OR003550 of Medina County Records.

NOTE: For further information, see record. We have made no examination of this instrument.

28. Grant of pipe line easement from Sophie A. Stafinski, widow and not remarried, to Nexus Gas
Transmission, LLC, a Delaware limited liability company, dated March 8, 2016 and filed for record March
11, 2016 at 1:22 p.m. in Document 2016OR004848 of Medina County Records.

NOTE: For further information, see record. We have made no examination of this instrument.

29. Agreement for conditional limited time gas tap and agreement for delivery of free and overburn gas provided by lease from Jeannette Krebs and Thomas Stafinski, no marital status stated, to Columbia Gas Transmission, LLC, a Delaware limited liability company, dated March 14, 2023 and filed for record April 13, 2023 at 11:32 a.m. in Document 2023OR005134 of Medina County Records.

NOTE: For further information, see record. We have made no examination of this instrument.

- 30. Oil, gas, coal and other mineral interests, including possible rights of eminent domain of the Nexus pipeline, together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
- 31. Real Estate Taxes for the year 2024, on the year 2025 tax duplicate, stand in the name(s) of Thomas Stafinski. First half taxes are paid in the amount of \$1,090.47; second half taxes are a lien, not yet due and payable in the amount of \$1,090.57.

Please note: This parcel is subject to CAUV valuation.

Please note, if this parcel is subject to a reduced tax valuation for property devoted exclusively to agricultural use, then Sections 5713.30 through 5713.99 of the Ohio Revised Code provide for a recoupment of tax savings for the three (3) years immediately preceding a conversion, or change, in exclusive agricultural use. For further information, contact the Medina County Auditor.

Additions or abatements which may hereafter be made by legally constituted authorities as provided for in Chapter 5713 and 5715 of the Ohio Revised Code.

Taxes and assessments, if any, for the year 2025 and subsequent years are undetermined, and a lien, not yet due or payable. Delinquent utility charges, weed cutting, and waste removal charges may become a



lien on the subject 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 payments.

Taxes or assessments approved, levied, or enacted by the state, county, municipality, township or similar taxing authority, but not yet certified to the tax duplicate of the county in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the state, county, municipality, township, or other taxing authority.

Note: A search for uncertified special tax assessments has not been performed.

Note: 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.





### 2024OR015483

LINDA HOFFMANN **MEDINA COUNTY RECORDER** MEDINA, OH RECORDED ON 10/01/2024 03:03 PM

> **REC FEE: 58.00** PAGES: 6 DOC TYPE: WD

COUNTY RACORDER

# LINDA HOFFMANN

(DO NOT REMOVE THIS COVER SHEET. THIS IS THE FIRST PAGE OF THIS DOCUMENT) MEDINA CO. MAP OFFICE APPROVED BY JULI FILE # 04240838 DATE 09-20-2024 CHECK METHOD 2024-38

1	This Conveyance has beer Grantor has complied with the Revised Code.	examined and a Section 319.202	ot.
	LOD FEE \$	\ ledina County Aud	itor

## **WARRANTY DEED**

That David D. Spence and Lynn M. Spence, husband and wife, and Thomas Stafinski, an unmarried man, and Jeannette Krebs, a married woman, the Grantors, for the consideration of Ten Dollars (\$10.00) and other valuable consideration received to their satisfaction of Thomas Stafinski and Jeannette Krebs, the Grantees, whose tax mailing address is 810 Twp. Road 251, Polk OH 44866, do give, grant, bargain, sell and convey unto the said Grantees, their successors and assigns, the following described premises:

Situated in the Township of York, County of Medina, State of Ohio:

And being known as part of York Township Lot 15, Tract 2 and Lot 10, Tract 3, also being the a part of lands conveyed to David D. and Lynn M. Spence by deed dated November 18, 2021, as recorded in Document Number 2021OR033893 of the Medina County Recorder's Records, also being a part of lands conveyed to Thomas Stafinski and Jeannette Krebs by deed dated April 22, 2022, as recorded in Document Number 2022OR009144 of the Medina County Recorder's Records, further bounded and described as follows:

Commencing at the Northwest corner of said Lot 10, also being the Northwest corner of lands conveyed to William A. and Carol L. Blackburn by deed dated November 10, 2005, as recorded in Document Number 2005OR039266 of the Medina County Recorder's Records;

Thence along the Northern line of said lands of Blackburn and said Lot 10, bearing South 86 degrees 51'13" East, a distance of 416.00 feet to a point thereon, also being the Northeast corner of lands conveyed to David D. and Lynn M. Spence by deed dated November 18, 2021, as recorded in Document Number 2021OR033893 of the Medina County Recorder's Records and the TRUE PLACE OF BEGINNING of the parcel herein described;

Thence continuing along the Northern line of said Lot 10, bearing South 86 degrees 51'13" East, a distance of 40.00 feet to a point thereon, also being the Northwest corner of lands conveyed to Christopher J. Hawkins by deed dated April 23, 2002, as recorded by Document Number 2002OR015778 and to Christopher Hawkins by deed dated June 25, 2012 as recorded in Document Number 2012OR015268 of the Medina County Recorder's Records;

Thence parallel to an Eastern line of aforesaid lands of Spence and along the Western line of said lands of Hawkins and Hawkins, bearing South 02 degrees, 30'50" West, passing through an iron pin set at 56.88 feet, a total distance of 175.54 feet to an iron pin set on the Western line of said lands of Hawkins and Hawkins;

(6)

Thence continuing along the Western line of said lands of Hawkins and Hawkins, bearing, South 31 degrees 11'31" West, a distance of 60.69 feet to an iron pin set;

Thence parallel to an Eastern line of aforesaid lands of Spence, bearing, South 02 degrees 30'50" West, a distance of 32.33 feet to an iron pin set;

Thence, bearing South 26 degrees 09'52" East, a distance of 60.69 feet to an iron pin set on the Western line of aforesaid lands of Hawkins and Hawkins;

Thence parallel to an Eastern line of aforesaid lands of Spence, along the Western line of said lands of Hawkins and Hawkins, bearing South 02 degrees 30'50" West, a distance of 107.49 feet to an iron pin set at an angle point therein;

Thence continuing along the Western line of said lands of Hawkins and Hawkins, bearing South 02 degrees 53'49" East, a distance of 2.09 feet to an iron pin set on the Southwest corner of said lands of Hawkins and Hawkins;

Thence along the Southern line of said lands of Hawkins and Hawkins, bearing South 69 degrees 36'25" East, a distance of 431.52 feet to a 5/8-inch iron pin without I.D. cap found and used on the Western Right-of-Way of CSX Transportation;

Thence along the Western Right-of-Way of CSX Transportation, bearing South 05 degrees 19'40" East, a distance of 429.20 feet to an iron pin set at an angle therein;

Thence, continuing along the Western Right-of-Way of CSX Transportation, bearing South 02 degrees 28'16" East, a distance of 100.32 feet to an iron pin set therein;

Thence, continuing along the Western Right-of-Way of CSX Transportation, bearing, South 05 degrees 19'40" East, a distance of 300.00 feet to an iron pin set therein;

Thence, continuing along the Western Right-of-Way of CSX Transportation, bearing South 08 degrees 11'04" East, a distance of 100.32 feet to an iron pin set therein;

Thence, continuing along the Western Right-of-Way of CSX Transportation, bearing South 05 degrees 19'40" East, a distance of 991.71 feet to an iron pin set on the Northern line of lands conveyed to Mark Szakacs Jr. by deed dated December 15, 2022 as recorded in Document Number 2022OR025250 of the Medina County Recorder's Records;

Thence, along the Northern line of said lands of Szakacs and the Easterly projection thereof, bearing North 86 degrees 55'17" West, a distance of 1173.90 feet to a 5/8-inch iron pin without I.D. cap found and used at the Northwest corner of lands conveyed to Russell A. and Melinda-Jo Clutter by deed dated July 11, 1985 as recorded in Official Record Volume 260, Page 609 of the Medina County Recorder's Records, also being a point on the Eastern line of lands conveyed to Carol L. Young by deed dated August 05, 2011 as recorded in Document Number 2011OR016136 of the Medina County Recorder's Records, also being a point on the Western line of aforesaid Lot 15;

Thence, along the Eastern line of said lands of Young and the Western line of said Lot 15, bearing North 03 degrees 45'53" East, a distance of 250.80 feet to a ¾-inch iron pin without I.D. cap found and used at the Southeast corner of lands conveyed to James A. Hallman by deed dated October 05, 2021 as recorded in Document Number 2021 OR029308 of the Medina County Recorder's Records, also being the Southwest corner of aforesaid Lot 10 and the Northwest corner of said Lot 15;

Thence, along the Eastern line of said lands of Hallman and the Western line of said Lot 10, bearing North 03 degrees 33'51" East, a distance of 1298.54 feet to an iron pin set thereon;

Thence, parallel to the Southern line of aforesaid lands of Spence, bearing South 78 degrees 16'50" East, a distance of 408.71 feet to an iron pin set;

Thence, bearing North 12 degrees 33'41" East, a distance of 353.32 feet to an iron pin set;

Thence, bearing North 38 degrees 28'49" West, a distance of 51.12 feet to an iron pin set at an angle point on the Eastern line of aforesaid lands of Spence;

Thence, parallel to the Western line of aforesaid lands of Hawkins and Hawkins, also being along the Eastern line of said lands of Spence, bearing North 02 degrees 30'50" East, a distance of 253.44 feet to an iron pin set thereon;

Thence, bearing North 26 degrees 09'52" West, a distance of 60.69 feet to an iron pin set;

Thence, parallel to the Western line of aforesaid lands of Hawkins and Hawkins, bearing North 02 degrees 30'50" East, a distance of 52.78 feet to an iron pin set;

Thence, bearing North 31 degrees 11'31" East, a distance of 60.69 feet to an iron pin set on an Eastern line of aforesaid lands of Spence;

Thence, parallel to the Western line of aforesaid lands of Hawkins and Hawkins, also being along the Eastern line of said lands of Spence, bearing North 02 degrees 30'50" East, passing through an iron pin set at 110.79 feet, a total distance of 165.75 feet to the Northeast corner of said lands of Spence, also being a point on the Northern line of said Lot 10 and the TRUE PLACE OF BEGINNING containing 41.9710 acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

The statement iron pin set refers to a 5/8" x 30" iron rebar set vertically with surveyor's I.D. cap marked "Cunningham."

This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in May 2023

NEW PARCEL NO. 045-05C-04-032 SURVEY REF. 2024 - 38 APPROVED BY JUNE MEDINA CO. MAP OFFICE Permanent Parcel:

Prior Instrument Reference:

Property Address:

To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantees, their successors and assigns forever. Said Grantors do for themselves and their heirs, executors, administrators, successors and assigns, covenant with the said Grantees and their successors and assigns, that at and until the ensealing of these presents, they are well seized of the above-described premises, as a good and indefeasible estate in fee simple, and have good right to bargain and sell the same in manner and form as above written.

The same are free from all encumbrances whatsoever except restrictions and conditions of record, if any, zoning ordinances, if any, taxes and assessments, special and general, if any, and that they will warrant and defend the premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, against all lawful claims and demands whatsoever.

The Grantors do hereby waive any rights to dower in the above-described parcel.

David D. Spence

Lynn M. Spence

Thomas Stafinski

Jeannette Krebs

Thereng C

State of Ohio County of	)	SS	
Before and Lynn M. S and voluntary	pence, wno acknowledg	and for said County and State, personally appeared David D. Spence ed they did sign the foregoing instrument and that the same is their free	
In test Augu	imony whereof, I have	set my hand at <u>Bay vellage</u> , Ohio, this <u>4th</u> day of	
ind as v. co.	CAROL MAE CARTER Notary Public State of Ohio My Comm. Expires June 5, 2025	Notary Public My Commission Expires:	
State of Ohio County of	)	ss Jave 5, 2025	
Before who acknowled deed.	me, a Notary Public, in a lged he did sign the fore	and for said County and State, personally appeared Thomas Stafinski, going instrument and that the same is his free and voluntary act and	
In testi	mony whereof, I have s	set my hand at Melline, Ohio, this 1911 day of	
	CAROL MAE CARTER Notary Public State of Ohio My Comm. Expires June 5, 2025	Notary Public My Commission Expires:  June 5, 2025	
State of County of	)	ss ss	
Before and Barry Krebs and voluntary ac	s, who acknowledged in	and for said County and State, personally appeared Jeannette Krebs ey did sign the foregoing instrument and that the same is their free	
In testing this 1914 day of	nony whereof, I have set	my hand at Medinice Theo.	
A Navyon	CAROL MAE CARTER Notary Public State of Ohio My Comm. Expires June 5, 2025	Notary Public My Commission Expires: June 5, 2025	`
Prepared By:	Christopher W. Kraus	se, Counselor at Law, 218 E. Smith, Medina, OH 44256	



NANCY ABBOTT MEDINA COUNTY RECORDER MEDINA, OH RECORDED ON 06/23/2005 09:46:29AM

\$188.00

REC FEE:

PAGES: 22 DOC TYPE: M



## NANCY DONAHUE ABBOTT

(DO NOT REMOVE THIS COVER SHEET. THIS IS THE FIRST PAGE OF THIS DOCUMENT) After Recording Return To

FIRST HORIZON HOME LOAN CORPORATION 1555 W WALNUT HILL LANE, SUITE 200 IRVING, TEXAS 75038 ATTN: POST CLOSING MAIL CENTER 6708

Foundation Title Agency, Ltd. 23823 Lorain Road Suite #240 North Olmsted, OH 44070

- [Space Above This Line For Recording Data]

Loan Number 0054027347 MERS Number 100085200540273473

## MORTGAGE

#### **DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21 Certain rules regarding the usage of words used in this document are also provided in Section 16

- (A) "Security Instrument" means this document, which is dated JUNE 17, 2005, together with all Riders to this document
- (B) "Borrower" is DAVID D. SPENCE and DONNA C. SPENCE. Borrower is the mortgagor under this Security Instrument

  HUSDand and Wife
- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS
- (D) "Lender" is FIRST HORIZON HOME LOAN CORPORATION. Lender is a CORPORATION organized and existing under the laws of THE STATE OF KANSAS. Lender's address is 4000 HORIZON WAY, IRVING, TEXAS 75063.
- (E) "Note" means the promissory note signed by Borrower and dated JUNE 17, 2005 The Note states that Borrower owes Lender ONE HUNDRED FORTY-FOUR THOUSAND AND 00/100ths Dollars (U S \$144,000.00) plus interest Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 1, 2035
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property"

Borrower Initials

Form 3036 1/01 (page 1 of 13 pages)

OHIO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT



BY SIGNING BELOW, Borrower accepts and agree Instrument and in any Rider executed by Borrower and in	ees to the terms and covenants contained in this Security recorded with it.
Executed this 17 day of	David D. Mence (Seal)
	DAVID D. SPENCE -Borrower
	DONNA C. SPENCE -Borrower
(Seal)	(Seal)
-Borrower	-Borrower
·	e For Acknowledgment]
State of OHIO County of Cuife houg The foregoing instrument was acknowledged befo SPENCE and DONNA C. SPENCE	ore me this by DAVID D.
(Seal)	Notary Public  Typed or printed name  Notary Public, State of Obio
This includes a water of her	My Commission Expires Sept 13, 2006
This instruMent prepared by FIRST HORIZON HOME LOAN CORPORATION	

This instrument prepared by FIRST HORIZON HOME LOAN CORPORATION 681 ANDERSON DR, SUITE 420 PITTSBURGH, PENNSYLVANIA 15220

#### EXHIBIT A

Situated in the State of Ohio, County of Medina and Township of York and being further described as follows: And known as being part of York Township Lot 10, Tract 3, being further bounded and described as follows: Beginning at the northwest corner of York Township Lot 10, Tract 3, said point being 1.28 feet south of the centerline of S.R. 18, Norwalk Road (unequal width); 86° 51' 30" E., 216.00 feet along the north line of said Lot 10 to the northeast corner of land conveyed to Larry A. and Diane Lynn Holmes, said point being the principal place of beginning of the parcel described herein; Thence S. 86° 51' 30" E., 200.00 feet along the north line of said Lot 10 to the northwest corner of land conveyed to Tim A. and Jeanette A. Hawkins; Thence S. 02° 30' 33" W., 578.46 feet to a point; Thence S. 09° 47' 04" W., 236.12 feet to a point; Thence N. 78° 17' 01" W., 403.64 feet to a point in the west line of said Lot 10; Thence N. 03° 27' 02" E., 174.35 feet along the west line of said Lot 10 to the southwest corner of said land conveyed to Larry A. and Diane Thence S. 86°51' 30" E., 216.00 feet along the south line of Lynn Holmes; said land conveyed to Larry A. and Diane Lynn Homes to the southeast corner thereof; Thence N. 03° 27' 02" E., 578.43 feet along the east line of said land conveyed to Larry A. and Diane Lynn Holmes to the principal place of beginning and containing 4.6637 acres of land as surveyed in August, 1991, by Thomas A. Cunningham, Registered Surveyor No. 5274. Be the same more or less, but subject to all legal highways.

PROPERTY ADDRESS: 7118 Norwalk Road, Medina, OH, 44256

PARCEL NUMBER: 045-05C-04-022

FILE NUMBER: 05030155

20455-14

Received for Record January 16, 2:31 P.M. 1930

Recorded Jehnary 3 1930

[SEAL]

1 /ose	Fikne FOR AND IN CONSIDERATIO	NOF Gre and no/100 Dollars,
2 Mary	Pales	hich is hereby acknowledged, and the further consideration
	mit	rod, to be paid on or before the laying of said pipe line,
3 Sluo ;	Tuel Jas Co Jack Pikus and Mong Pike	
4	July Sales Land	
Page 2	(hereinafter called the Grantor, do hereby grant to THE OHIO FUEL	SHPPEY COMPANY (hereinafter called the Company), its
72763 Pg385	successors and assigns, the right to lay a pipe lines, and maintain, opera	teein often derailed te, repair, replace, and remove the same, and to erect,
2-5-86	maintain, operate and remove a telegraph or telephone line along said pipe	
128 - 23 A	1	Township, Medina County
388	and State of Ohio, and bounded and described as follows:  On the North by lands of Fuel H. Tolal, R. Hallinell and	000
28 0 8 5	On the East by lands of an H. Mic Nath and Delph	
四分。	On the South by lands of Delfha B. Soul	
0	On the West by lands of Mis. argusta and Mis. Ign	as Mandal
r <sub>in</sub> ,	Said lands being in Section No. 10 Qr. Twp. No.	
A	with the right of ingress and egress to and from the same; the said Granto	
	the purpose hereinbefore granted to the said Company. Said pipe to be but and said Company to pay any damages which may arise to crops and fence	
	line, said damages, if not mutually agreed upon, to be ascertained and det	
	appointed by the said Grantorheirs or assigns, one b	by the Company, its successors or assigns, and the third by
	the two appointed as aforesaid, and the award of such three persons shall	
	And the said Company, its successor or assigns, is hereby further gran replace and remove a second line of pipe alongside of the first line as her	
	and subject to the same conditions; also may change the size of its pipe	
	said line; the damages, if any, to crops and fences in making such change	to be paid by the Company.
	In Witness Whereof, The parties hereto have set their hands this	17 day of December A. D. 19.29
	In Witness Whereof, The parties hereto have set their hands this signed and acknowledged in presence of	6.M. May of Market Control of the Co
. :	J. Pirani	osef Pikus [SEAL]
	J. Mail	Many Pakero [SEAL]
	D.C. France	$\mathcal{U}$
		[SEAL]
		[SEAL]
	The State of Ohio, Cayahaga County, ss:	
	Proposed by animared batara me a 21-20 1 P. C.	in and
	Personally appeared before me, a Notary Public for said County, seef Police and May who	wefe
	instrument to be their voluntary act and deed for the use	acknowledged the Signing of the foregoing
	In Testimony Whereof, I have hereunto set my hand and affixed my no	tarial seal, thisday
1	of Niverber , 1929	. g. Pinani [SBAL]
	····	C M-
	The Court of Ohio	Notary
	The State of Onio, County, 33.	
	Personally appeared before me, a	
	for said County, who	
	instrument to be voluntary act and deed for the use	
	In Testimony Whereof, I have hereunto set my hand and affixed my no	tarial seal, thisday
	of, 19	
1.	en e	[SEAL]
	Provinced for Powerd of a 116 2:32 Part 10:32	
	Received for Record January 16, 2:30 PM 1930  Recorded John and 3 1930	Edua Thous Recorder
	Recorded 126 may 3 1900	Mara A o o curs Recorder

ORMSTO SHO BITASDERUGRASHO (XT. O.) WHO SERFORTERED OHOR ME GIG STEE OHE TOTEROTHE THE ment and that the same is thair free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this leth day of December, 1939.

(Seal)

Ernest Favri ERNEST FAVRI Notary Public in and for Medina County, Ohio
My Commission Expires February 11, 1942

Received for record December 29, 1939 at 11:14 o'clock A.M. Recorded December 29, 1939
Dorotha L. Rearson, Recorder COMPARED BY RECORDED BY.

#60028 Fee \$.65

### NORTHERN OHIO TELEPHONE COMPANY

Liverpool-Richfield road.

Said lines shall be constructed to the following course: On the North side of road within Highway right of way. (S.H. 303)

Said grant includes the right, at any time, and for any of the purposes herein specified, of ingress to and egress from the site occupied by the lines of said Company as herein described, and the right to trim from time to time any trees along said lines so as to keep the wires and cables clear thereof for a space of at least two (2°) feet with the further right to permit the attachment of and/or to carry in conduit, the wires and/or cables of any other Company. If the Company should, at any time and from time to time, be obliged or desire to place it lines underground, or if said Company be required by the State Highway Department or other authorized governmental authority to relocate all or any part of its said lines, then, the Company may, and it is hereby granted the right so to do. The Company will promptly compensate the said Grantors for any and all loss or damage to said property, including damage to crops and fences, that arise out of the construction, reconstruction, operation or maintenance of its lines on said property.

WITNESS our hand's, this 20th day of December 1939.

Acknowledged in the presence of

Signed

Ray L Marble Gladys Marble

W. J. Hetrick Ernest Favri

State of Ohio, )ss County of Medina )ss

Before me, a Motary Public in and for said county, personally appeared the above named Roy L. Marble and Gladys Marble, who acknowledged that they did sign the foregoing instrument and that the same is thair free act and deed.

IN WITNESS WHEREOF, I have 20th day of December, 1939. I have hereunto subscribed my name and affixed my official seal this

(Seal)

Ernest Favri ERNEST FAVRI
Notary Public is and for
Medina County, Offic
My Commission Expires February 11, 1942

Received for record December 29, 1939 at 11:15 o'clock A.M. Recorded December 29, 1939 Dorotha L. Pearson, Recorder

RECORDED BY COMPARED BY

#60073

Fee \$.75

Charles and Emma Milling To

The Ohio Bell Telephone

Cuyahoga Falls- Wellington T.R.#121-Poles #1097-1102

THE OHIO BELL TELEPHONE COMPANY

In consideration of One Dollars (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, we do hereby grant, unto THE OHIO BELL TELEPHONE COMPANY, its successors and assigns, a perpetual right of way and easement to construct, reconstruct, operate, maintain and remove its lines of telephone and telegraph, together with all necessary conduits, manholes, poles, wires, cables, guys, anchors, fixtures and appurtenances, upon, across, over and/or under the property and/or the highway crossing the property which we own, or in which we have an interest, situated in Tract #3 Lot #10 in the Township of York, County of Medina, State of Ohio, and known as About 44 Acres as shown by a deed to Chas and Emma Milling, dated September 2, 1932 and recorded in Volume 119, Page 381 of Medina County Records Company

Said lines shall be constructed according to the following course: Beginning at a point on the East Property Line, one foot north of the South Limits of the Medina-Wellington Road (S.R.#18) thence in a westerly direction to a point on the west property line, one foot north of the South Limits of said Road, a distance of about 600 feet.

Said grant includes the right, at any time, and for any of the purposes herein specified, of

ingress to and egress from the site occupied by the lines of said Company as herein described, and the right to trim from time to time any trees along said lines so as to keep the wires and cables clear thereof for a space of at least Four (4) feet with the further right to permit the attachment of and/or to carry in conduit, the wires and/or cables of any other Company. If the Company should, at any time and from time to time, be obliged or desire to place its lines underground, or if said Company be required by the State Highway Department or other authorized governmental authority to relocate all or any part of its said lines, then the Company may, and it is hereby granted the right so to do. The Company will promptly compensate the said Grantor for any and all loss or damage to said property, including damage to crops and fences, that arise out of the construction, reconstruction, operation or maintenance of its lines on said property. maintenance of its lines on said property.

The above includes 6 poles and 2 anchors on the Highway and 1 anchor on private property at the East Line. The Grantee agrees to relocate the Latter anchor if it becomes in the way of future developments.

WITNESS our hands, this 6 day of January, 1940.

SS

Signed and acknowledged in the presence of x Helen B. Riegger

x Charles Milling x Emma Milling

x Joy L. Garra

State of Ohio, County of Medina

Before me, a Notary Public in and for said county, personally appeared the above named Charles Milling and Emma Milling, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this oth day of January, 1940.

(Seal)

Helen B. Riegger Notary Public in and for Medina County, Ohio HELEN B. RIEGGER, Notary Public My commission expires Aug. 8, 1942

#60074

Fee \$.70

Lillian H. Bagley

To The Ohio Bell Telephone .

THE OHIO BELL TELEPHONE COMPANY

Said lines shall be constructed according to the following course: Beginning of the east property line, one (1) foot south of the north limits of the Akron-Medina Road, thence in a westerly direction to a point on the west property line, one foot south of the north limits at said road, a distance of about 200 feet.

The above includes one pole.

Said grant includes the right, at any time, and for any of the purposes herein specified, of ingress to and egress from the site occupied by the lines of said Company as herein described, and the right to trim from time to time any trees along said lines so as to keep the wires and cables clear thereof for a space of at least four (4) feet with the further right to permit the attachment of and/or to carry in conduit, the wires and/or cables of any other Company. If the Company should, at any time and from time to time, be obliged or desire to place its lines underground, or if said Company be required by the State Highway Department or other authorized governmental authority to placeate all or any part of its said lines, then, the Company may, and it is hereby granted the right so to do. The Company will promptly compensate the said Grantor for any and all loss or damage to said property, including damage to crops and fences, that arise out of the construction, reconstruction, operation or maintenance of its lines on said property.

This Pole Is To be a 35 foot pole

WITNESS my hand, this 8 day of December, 1939.

Signed and acknowledged in the presence of Helen B. Riegger C. H. Bagley

Lillian H. Bagley

State of Ohio,

County of Medina

Before me, a Notary Public in and for said county, personally appeared the above named Lillian H. Bagley, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

Prob. 205

Administra (Priv	tor's or Ex rate Sale, New Appi	Cecutor's D	eed	
Know all Men by these Presents:				
That Whereas, on the little				
John	SCORE FOR STANDARD SERVICE AND THE SERVICE AND	July		19,48_
			<del></del>	
duly appointed and qualified as	Administra	701 		
of the estate of	e Stafinski,	- 17 m - 17 m	deceased, 1	ate of
	, Ohio, by the	Probate Court	rj said County	; and
The course in the second second	-dayof	June	70 50	
John Stafinski, Admr.,	filedhi	s eertain ne	tition and the	n $and$
e an action in	the Probate C.	nort of	Medima	
County, Ohio, against John St	afinski, et al		10 miles	
The second secon				-
1 (1997)	and the second			
and numbered on the Docket of sa	d Court as in	3001 5	77.0	
among other things, for an order of	t sale of	7071 <u>- 10</u>	CREI H.	nin <u>é</u>
and hereinafter described:		AL TEAL ESTATE	therein mentic	ned
And Whereas, such proceedings in	vina ha t	21		
day of guly *,		l action, that or	i the - 吳斯	
true, and that said red extern	Sur Colort, fin	Ung the allegat	ions of the peti	tion
true, and that said real estate me	dia to be sold (	is proped for	in said peiil	ion,
and on March 6th, 1952,	ls and on the	_26th7ay_of	February,	
19.52 said Court further ordered additional bond and ordered the Adm	/////////////a inistrator to	opraisal be con	firmed, ordered	1
	a real estato i	it private sale	for pot lose in	A CONTRACTOR
the appraised value thereof, to wit:	\$7200.00, free	from Max done	estate therein	-XX
And on the same day, in pursua	ive of said on	ter and judgm	ant an order	, T
sale with said real estate therein de	eribed, was i	ssued by said i	Court modern	Lo
seal thereof, to the said John Stafin	Ski. as ∧dmini	trator of the	Estate of Myrt	le
Stafinski, deceased,			200	
as oforesaid, commanding him	to execute the	sant malar cas	7	
gether with <u>his</u> proceedings they	con, to make	1110	Secret [	( )
And Whereas, swid John Staffinsk				
	100	7.5	Anna Carlos Carl	

### PARGEL NO. Its

Situated in the Township of York, County of Medina and State of Ohio, and being the west part of Lot 10, Tract 3, and the North-west part of Lot 15, Tract 2 in said township:

Beginning at the Northwest corner of said Lot 10, Tract 3 in the center of the Norwalk Road, 30 feet from an iron stake on the south line thereof; thence S. 86 deg. 55 min. East in center of road and lot line; 798.4 feet to a point in the west line of the Right of Way of the Baltimore and Ohio Railroad 30 feet from an iron stake on the south line of road; thence S. 5 deg. 09 min. E on said Railroad Right of Way 826.51 feet to an iron stake; thence S. 3 deg. 35 min. West 1587.25 feet to an iron stake; thence North 87 deg. 59 min. West 928.27 feet to an iron stake in the west line of Lot 15, Tract 2; thence North 3 deg. 35 min. E. on the West lines of Lots 15 and 10 to the place of beginning and containing in Lot 10, Tract 3, hh.665 acres of land, and in Lot 15, Tract 2, 5.290 acres of land.

Also another parcel of land situated in Lot 10, Tract 3, Lot 15, Tract 2, York Township, Medina County, Ohio, bounded and described as follows:

Beginning at a point in the west right of way of the Baltimore and Ohio Railroad 826.51 fast southeasterly of the intersection point of the west Right of Way line of the B. & O. Railroad with the center line of State Highway 291; thence S. 3 deg. 35 min. West a distance of 1587.25 feet to a point in the north line of land now owned by Levi Stone; thence S. 85 deg. 12 min. B. along the north line of land now owned by Levi Stone a distance of 252.13 feet to a point in the west line of the B. & O. Railroad Right of Way; thence North 5 deg. 09 min. W. along the West Right of Way line of the B. & O. Railroad, a distance of 1613.19 feet to the place of beginning, containing within said bounds 4. 30h acres of land, more or less, there being 2.975 acres of land in Tract 3, Lot 10 and 1.329 acres of land in Tract 2, Lot 15, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM the following premises:

Situated in the Township of York, County of Medina and State of Ohio, and being a part of Lot 10, Tract 3, and bounded and described as follows:

Beginning at a point at the northwest corner of Lot 10, Tract 3, said point being 1.28 feet South 3 deg. 52 min. 30 sec. west from the center line of State Highway 291; thence along the north line of Lot 10, S. 69 deg. 21 min. 32 sec. E. a distance of 16.00 feet to a point marked by an iron pin set S. 3 deg. 52 min. 30 sec. West a distance of 12.96 feet, said iron pin also marked the limitation of a State Highway Easement; thence S. 3 deg. 52 min. 30 sec. West from last mentioned iron pin a distance of 290.03 feet to an iron pin; thence S. 39 deg. 56 min. 30 sec. a distance of 226.81 feet to an iron pin; thence S. 68 deg. 21 min. 30 sec. West a distance of 191.73 feet to an iron pin set on the lot line; thence North 3 deg. 52 min. 30 sec. E. along the lot line, a distance of 216.31 feet to an iron pin; thence N. 3 deg. 52 min. 30 sec. E., a distance of 289.10 feet to an iron pin which also marks the limitation of a State Highway Eastmant; thence North 3 deg. 52 min. 30 sec. E. a distance of 13.31 feet to the place of beginning and containing within said bourdaries 0.61 acres of land, more or less, but subject to the above mentioned State Highway Easement recorded in Vol. 39. Page 390 of Medina County Lease and Easements Records, be the same more or less, but subject to all legal highways, as surveyed in June, 1917 by Medina County Engineer's Department.

This deed of conveyance is made subject to pipe line rights of ways of The Ohio Fuel Gas Company recorded in Volume 6, at Page 285, Medina County Records of Rights of Way, and in Volume 6, at Page 288 of Medina County Records of Rights of Way, and subject to a right of way easement of The Ohio Bell Telephone Company, recorded in Volume 39 at Pages 5h2 and 5h3 of the Miscellaneous Records in the office of the Recorder of Medina County, Ohio.







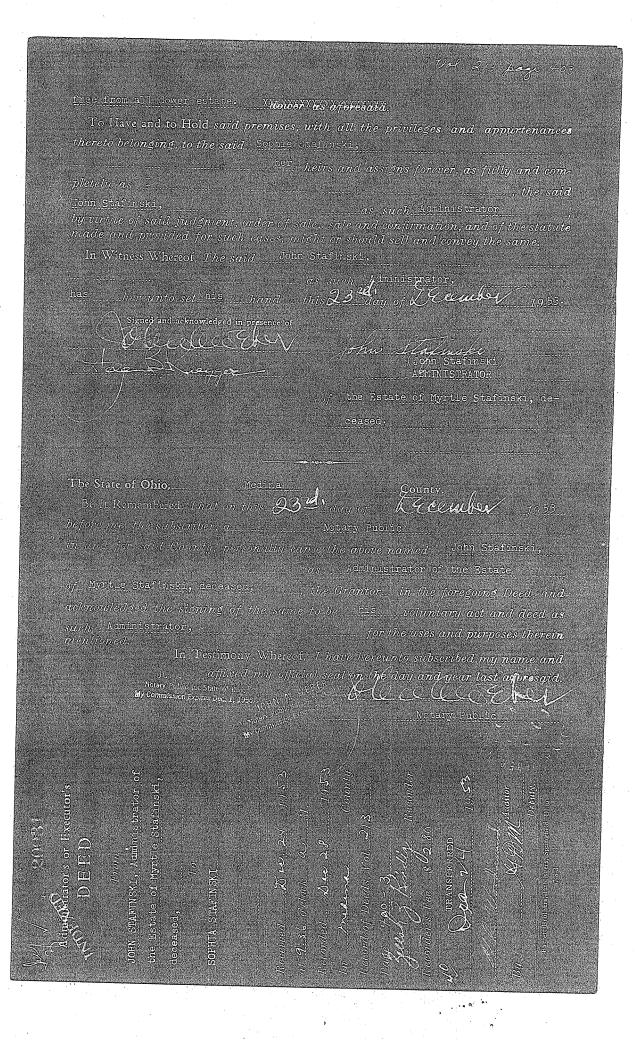








to be filed in said Probate Court, and having on the 23 **Seewles** 19 53 returned said order of sale to said Court as commanded. with his proceedings thereon, stating is substance that in obedience to order he sold said premises on the Diday of Seom hunds Dollars, said sum being more than the appraised value of the same, said sale being made after diligent endeavor to obtain the best price for said property, and for the highest price he abuld XXXX dower estate XX OPEXXX And Whereas, on the 23 day of Gelevator, 59 aforesaid, under said order of sale, and it appearing to the Court that said sale was in all respects legally made, ordered that the same be approved and confirmed, and that said John Stafinski, Administrator, should execute and deliver a proper deed to the purchaser of the real estate so sold. All of which will more fully appear by the records of said Court, to which reference is here made. Now therefore \_\_\_\_\_, the said \_\_\_\_John Stafinski, Administrator deceased aforesaid, by virtue of said judgment, order of sale, sale and confirmation and of the statutes in such cases made and provided, and of the powers vested and for and in consideration of the premises, and the sum of Eight Horizand Desan hundred Dollars (887000), paid or secured to be paid to me by said Sophie Stafinski, the receipt whereof is hereby acknowledged, do...... hereby Grant, Bargain, Sell and Convey to the said Sophie Stafinski, her heirs and assigns forever, the following Real Estate, situated in the County in the State of Ohio and in the Township of York ..., and bounded and described as follows



# 0226/186

R/W Form A

Tol 226- By 186

N/N FO3H R	Sheet	of	sheets.
Easement for Highway Purposes			
KNOW ALL MEN BY THESE PRESENTS			
That Sophie Stafinski			
		, the Gr	antor
for and in consideration of the sum of Two Hundred Bighty-Three a			
Dollars (\$.283,00 ) and for other good and valuable considerations	to her	paid	by the
State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, desell, convey and release to the said Grantee, its successors and assigns forevight of way for public highway and road purposes, in, upon and over the	୦.କ୍ଷର, hereby	grant, l	argain,
situated in Medina County, Ohio, Yor	<u>k</u>	То	wnship,
Sestion	Range15.	<u>W</u>	
PARCEL No. 91			
Being a parcel of land lying on the <u>right</u> of a survey, made by the Department of Highways, and recorder of the records of <u>Nedira</u> County and being local described points in the boundary thereof;	TO BOOK	4 D	
Beginning at a point in the easterly line of lands of the grescated by the southerly line of the present right of way, right of and at right angles to Station 361+27.5 in the centry the Department of Highways; running thence southerly along a point 75 feet right of and at right angles to centrine Station 140 feet right of and at right angles to centerline Station 140 feet right of and at right angles to centerline Station 140 feet right of and at right angles to centerline Station 150 along the southerly line of the present right of way to 150 along the southerly line of the present right of way to 150 along the southerly line of the present right of way to 150 along the southerly line of the present right of way to 150 along the southerly line of the present right of way to 150 along the southerly line of the present right of way to 150 along the southerly line of the present right of way to 150 along the southerly line of the present right of way to 150 along the southerly line of the present right of way to 150 along the southerly line of the present right of way to 150 along the southerly line of the present right of way to 150 along the southerly line of the present right of way to 150 along the southerly line of the present right of way to 150 along the southerly line of the present right of way to 150 along the 150 al	the same terline of ag said protection 361 ght of way	being 6 survey operty +29; th , the s	O feet made line to ence ame bein

It is understood that the strip of land above described contains 0.12 acres, more or less, exclusive of the present road which occupies 0.00 acres, more or less.

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

id easement and right of way unto the Grantee, its successors and assigns forever. And the said Grantor..., for berself and her heirs, executors, and administrators, lawful owner..... of said premises, and ... is ... lawfully seized of the same in fee simple, and has good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that ..... will warrant and defend the same against all claims of all persons whomsoever. And for the consideration aforesaid. John Stafinski, husband of Sophie Stafinski. hereby relinquishes... to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises. IN WITNESS WHEREOF Sophie Stafinski & John Stafinski have hereunto set their hand S., the 17th day of March the year of our Lord one thousand nine hundred and fifty-five Signed and sealed in presence of: Arphie Stafinski STATE OF OHIO. Medic COUNTY in and for said County and State, personally appeared the above named Jophie Stafinshi - ohn Staf who acknowledged that J...hex..... did sign the foregoing instrument and that the same is \_\_\_\_\_\_free act and deed. IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at 2 ROY WOLF SR., Notary Public

My Commission expires My Commission Expires Nov. 17, 1957 116 County STATE OF OHIO

For Mily Dec. OR 288 pg. 385 Fin Graf. 172763 2-5-86

L73/166:

THE OHIO FUEL GAS COMPANY, an Ohio corporation, called the Lessee. WITNESSETH: That Lessor, in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, and of the mants and agreements hereinafter contained, does hereby grant to the Lessee all the oil and gas in and under the lands hereinafter ribed, together with the exclusive right at all times to enter thereon and drill for produce and market oil and gas and the exclusive to inject, store and remove gas, regardless of the source thereof, in and from the oil and gas strata underlying said premises to possess, use and occupy so much of said premises as is necessary and convenient for the purposes herein specified for an term of twenty (20) years and so much longer thereafter as oil or gas is produced therefrom in paying quantity, or gas is being injected and stored therein or removed therefrom, said lands being situated in Country of Medicina Township of Joseph and State of Ohio, bounded substantially as follows: On the West by the lands of 1. Trafzyls - 2. Armsun - W. Canfield - Yorktupta.

Containing fifty first

If, at the end 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 is found on said premises in paying quantity, or said premises are utilized for storage purposes. No well shall be drilled within 300 ... feet of the barn or dwelling on said premises without the consent of Lessor Lessee shall deliver to the Lessor in tanks or pipe lines one-eighth (1/2) of the oil produced and saved from the premises and shall pay for each gas well from the time and while gas is being marketed, injected, stored or removed an annual rental of Two Hundred Dollars (\$200.00) payable quarterly. Should casinghead gas be marketed from any oil well however, the annual rental shall be twenty-five dollars (\$25.00) per year for the Lessee shall drill a well producing oil or gas in paying quantity or a well to be utilized for storage purposes on said premises within worth from this date or pay to Lessor within the fact of the paying quantity of a well to be utilized for storage purposes on said premises within the fact of the purpose of the paying the fact of the purpose of the paying quantity or a well to be utilized for storage is drilled or this lease surrendered. If a gas well be completed before the end of the term for which rental has been paid for delay, the unearned portion of said rental shall be a credit on the gas well rental. When the last well operated under this lease is abandoned, then Lessee, if it elects to hold this lease, shall resume the payment of the land trentals provided for herein and continue the same until a well producing oil or gas in paying quantity, or a well to be utilized for storage is drilled or this lease surrendered. Lessee shall bury, when so requested by Lessor, all pipe lines used to conduct gas or oil off the premises and shall pay all damage owing crops caused by operations under this lease. 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 se on said land, at Lessor's own risk, subject to the use and the right of abandonment of the well by Lessee. The first two hundred stand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet taken each year I be paid for at the rate provided in the current established schedule of rates filed with the Public Utilities Commission of Ohio applicable he immediate vicinity of the point at which gas is to be delivered to Lessor. If no established schedule of rates is applicable in that nity, then the rate prevailing in the nearest municipality served by The Ohio Fuel Gas Company shall apply. Lessor agrees to pay for gas so delivered within ten (10) days after the bill for the monthly reading period has been issued, and any such payment that becomes requent may be deducted from subsequent payments due Lessor under this lease. Measurement and regulation shall be by meter and lations of the Lessee relating to the use of free gas.

Accesses targets or gastale or gastale or wells and to be easily as begin provided as and will be accessed by Lesson and any such payment will be accessed by Lesson and a such as the case of the Lessee relating to the use of free gas. Acreage rentals, or rentals on any well, or wells paid and to be paid, as herein provided, are and will be accepted by Lessor as adequate and consideration to render it optional with Lessee as to whether or not it shall drill a well or wells to offset producing or storage wells on ining or adjacent premises. Should it be determined that Lessor owns only a fraction of the fee-simple in the oil and gas in the above ribed lands, then Lessor shall receive such fraction only of the rentals and royalties above specified. This lease shall extend to and bind any est or estate in the oil and gas in the above described lands and in the underlying oil and gas strata prefer aquired by Lessor.

Payment of all moneys due on this lease may be made, by cash or check, to ants and conditions between the parties hereto shall extend to their heirs, executors, is and agrees to defend the title to the lands herein described. Lessee shall have the require by payment, any mortgages or any other liens upon the above described lands within the event of default of payment by Lessor and be subrogated in full to all the right e original owner of said mortgage or lien. Lessee shall also have the right to reimburse or other lien, or payments made by it, the rentals and royalties accruing hereunder.

THE STATE OF OHIO COUNTY OF Medica	}•	VOL. 73 & PAGE 167
Personally appeared before me, a  Tohn Stafinski hus	notary Public and Sophia Stafinske shoul and wife	in and for said County,
acknowledged the signing of the foregoing instru- purposes therein mentioned.	rument to be their voluntary a	act and deed for the uses and feel this 14 day of
H. DALE GRUNDE  Attorney-at-Law for the Sta  New Commussion Expires Sec	ER ala mi Ohan	rundig Oppus Com
THIS INSTRUMENT WAS PREPARED BY THE OHIO FUEL GAS COMPANY THE STATE OF OHIO COUNTY OF		
Personally appeared before me, a		
acknowledged the signing of the foregoing instru- purposes therein mentioned.  IN TESTIMONY WHEREOF, I have hereun	nto set my hand and affixed my	
, A. D. 19	6-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	
at Reco	Date Terr No.: Com	1 22 S
n D/24 Recorded OCT Recorded Fee. 3.	THE OHIC  THE OHIC  Acres Size  Acres Size	LEAS
2 1 1956 2 1 1956	TO O FUEL CAS CO	1645 L No SHOTAGE FROM
County, Ohio Page lib is 7	NS CO.	3781 e Lease
	RELEASE	
THE OHIO FUEL GAS CO., Lessee, having one dollar and all amounts due hereunder, and hav hereby surrender and cancel the same and hereby of IN WITNESS WHEREOF, it has hereunto set	ving elected to surrender the within lease and all endorses its surrender hereon. t its hand, this. day of	A. D., 19
WITNESS:	THE OHIO FUEL GAS	COMPANY,
	By	Vice-President.

DZ84/303

7	For and in consideration of	One	Dollar to US	in band raid the	6441	2
•	acknowledged,	Sopnie Stafinski	And John Stan	Creski -		
	·	<i>y</i> e	ife And husba	va/	and the second	
	hereinaster called the Grantor J. dassigns, the right to install, maintain	o hereby grant to The Ol	io Fuel Gas Company (	hercinafter called the Gran	tee), its successors and	=
	Willard L. C	enfielo	of RDJ Max	liva ni	ving gas to	F
-7-	pipe line known as Line. SLW-99	63, located on the premises	of Grantor, situate in	York	Television of Granders	10
- 72	MedinaCo	ounty and State of Ohio, and	bounded as follows:			
	On the North by the lands of Pul	olic Ross				2.00
٠,	On the East by the lands of Kl	ausner Cooperage				
	On the South by the lands of Hor	mer R. Stone				
	On the West by the lands of Ma	ovell A. Natzger - E	lmer Hioman - Wi	lllard Canfield		Ξ.
2	Said lands being in Sexton 10 of less; together with the right of	k 15 Twp. No.R	-A5Range NoII	3 and containing	.55 acres, more	
	The said Grantor S also grant	to Willard L. C	mfield		August 1997	
	his heirs successors and ass	areas the make as here a second		nt on Grantor's premises	Where we went	
	necessary regulators for the safe and	ervice line may enter the premi proper use of said gas, togeth	ses upon which said gas	is to be consumed; also to	he right to install the	
	premises.				anove same from the	
	4			7	A CONTRACTOR OF THE PARTY OF TH	
	In Witness Whereof, the Partic	s have hereto set their hands e	- FB	October		
0.00	Signed and acknowledged in the pro-	sence of:	- La		, A. D. 19 EU	
	A Dale Your	des	1.41	la 14 1.	4.	
	Carl Free	4		- Angen		
	State of Ohio,		- HAW	- Allfinall	٠	
	County of Medina	554		4		
	Before me, a Notary I	Public in and for said	Cavata assessant			
	Sephic Stafins	Ki And John STA	Gaski w	ike and bushes		
	who acknowledged the signing of th	e foregoing instrument to be. 7	45 / free act and dec	d for the uses and		
	til resultiony whereof, I have	hereunto set my hand and affix	d my NeTaria/	Seal this ラゼ	es therein mendioned.	
	October , A	D. 19 <u>60</u>				
		H. DALE GRUNDER, Notary Pul	ilie tule met	Paa Thunder RUMENT WAS PREPARED BY		
	Market and the second s	ly commission expires Sept. 12. I		OFFUEL GAS COMPANY		
	and the second second second					

SLW-9963			S
#1:00 y.			EVIDERED.
PERMIT	100 m (100 m)		
TO INSTALL TAP AND METER		property of the second	
Also	Recorder's No	6544	State State
RIGHT OF WAY FOR DOMESTIC SERVICE LINE	Filed for Record		19 <u></u>
Sophic Stafinski et con	at <u>// 0.14.5</u> o'cloo		100 mg/s
	Recorded	4. 22	19 <u>6</u>
TÖ	Vol. 280	Page	<u>J</u>
THE OHIO FUEL GAS COMPANY	of $\underline{\mathcal{G}}_{\mathcal{L}}$		
AND			
Willard L. Canfield	Elsu z		
Date October 5 1960	Recorder	4	100
Township	E USD		
County Medina			
2513-22-766			100 St. 1
2010 / 10 /			

#425339

#### AGREEMENT

THIS AGREEMENT, Made and entered into by and between JOHN STATIUSKI AND SOPHIE A. STATINSKI HUSBAUD AND WIFE hereinafter called Grantor, and COLUMBIA GAS TRANSMISSION CORPORATION, a Delaware Corporation with offices at 1700 MacCorkle Avenue, S.E., Charleston, West Virginia 25314, hereinafter called the Grantee:

WITNESSETH: That the said Lessor, in consideration of the sum of Seven Houdped AND \_\_\_\_ Dollars (\$ 700 @ the receipt of which is hereby acknowledged does hereby Grant unto the said Grantee, its successors and assigns, the following parcel of land:

Being situated in TownSHIP of YORK
TRACT. Section 3 Log 10, Township 3N', Range 15W.
YORK Township, MEDINA County, Ohio, being
further described as follows:
the right to install, a main line drip, on line St 2709 .
place cathering tanks, and separator with heater, and
to operate said appurtanences without restriction, or
limitation along with ingress and egress described as
follows: SEE FXHIBIT "B" AND "C"

The said Grantee shall have the right to cancel this agreement at any time by returning the cancelled agreement to the Grantor.

MICROFILMED ROBERT HALE ROBER HALE WAS 15

1600

OFF 396

IN WITNESS WHEREOF, the parties have hereunto set their .. hands this 23 day of June 1987. Signed and acknowledged in the presence of:

STATE OF OHIO

COUNTY OF: Medina

Personally appeared before me, a Notary Public in and for said County John Statenski and Sophie G. Statenski

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

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 13 day of June

L. D. ESTARDS
Metary Public, State of Ohio

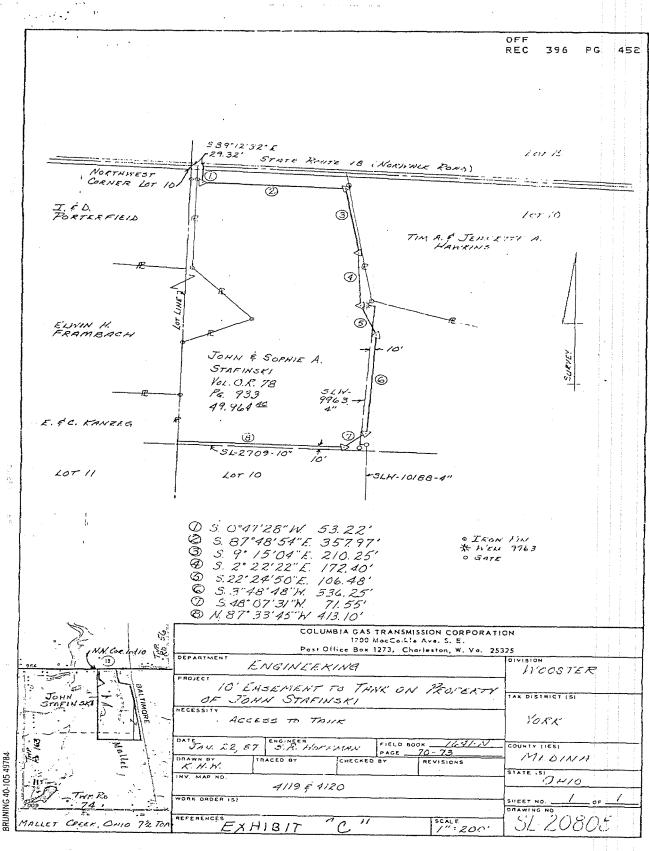
THIS INSTRUMENT PREPARED BY COLUMBIA GAS TRANSMISSION CORP.

#### STAFINSKI EASEMENT

The following is a description of the centerline of a ten foot wide easement, said easement being situated in the Township of York, County of Medina and State of Ohio, and being part of Lot 10, Tract 3 and bounded and described as fcllows:

Beginning at a point at the northwest corner of Lot 10, Tract 3, said point being N 1° 17' 28" E a distance of 43.34 feet from an iron pin found at the intersection of the west lot line of Lot 10 and the south easement line of State Highway 18 (Norwalk Road); thence along the north line of Lot 10, S 89° 12' 32" f a distance of 29.32 feet to a point, said point being the true place of beginning of the centerline of the ten foot wide easement; thence S 0° 47' 28" W a distance of 53.22 feet to a point; thence S 87° 48' 54" E a distance of 35'.97 feet to a point, said point being S 41° 52' a distance of 15.16 feet from an iron pin found in the west property line of property belonging to Tim A. and Jeanette A. Hawkins as recorded in O. R. Vol. 275, Pg. 84 in the Nedina County Court House; thence S 9° 15' 04" E a distance of 210.25 feet to a point; thence S 2° 22' 22" E a distance of 172.40 feet to a point, said point being S 59° 47' 46" W a distance of 30.91 feet from an iron pin found at the southwest corner of property belonging to Tim A. and Jeanette A. Hawkins as recorded in O. R. Vol. 275, Pg. 84 in the Medina County Court House, said point also being S 85° 52' 05" W a distance of 13.13 feet from Columbia Gas Transmission Corporation's existing gas well #9963; thence S 22° 24' 50" E a distance of 10.00 feet from Columbia Gas Transmission Corporation's existing 4-inch gas pipeline SL-W9963, S 3° 48' 48" W a distance of 336.25 feet to a point; thence S 48° 07' 31" W a distance of 71.55 feet to a point, said point being N 2° 26' 15" E a distance of 10.00 feet from Columbia Gas Transmission Corporation's existing 10" gas pipeline SL-2709, N 87° 33' 45" W a distance of 413.10 feet to a point, said point being the end of the centerline of the ten foot wide easement and S 1° 17' 28" W a distance of 868.06 feet from an iron pin found in the west lot line of lot: 10 and the south easement line of State Highway 18 (Norwalk Road).

OFF REC 396 PG 451 Exhibit "B"



ř ;

VW Number: 6478, 51-2709

RIGHT OF WAY

John & Sophie !

COMPANY CAST TAXABLESION

OCTOBOLIZATION

THE GAME AS: 1987

Medina

LINE NAME 51-2709

E.

WUXK UKIDEK 817-219-2612-81

Lhan racodad ratum to:
COLUMBIA GAS TRANSMISSION CORP.
LAND INFORMATION ROOM 659
P. O. EDX 1273
CHARLESTON, WY 25325-1273

OFF REC 396 PG 453

4429214KH

#### OHIO

#### GENERAL RIGHT-OF-WAY AGREEMENT

This General Right-of-Way Agreement, between John Stafinski and Sophie a.

	(hereafter '	'Landowner''),
and Co	umbia Gas Transmission Corporation (hereafter "Columbia"),	
	WITNESSETH:	
he pipe inear re ight to	GRANT. In consideration of the premises, and of Columbia's promise to pay Landowner, when the grand which is the subject of this General Right-of-Way Agreement is used or occupied, the sum of \$ 5 sets of the premises described below, Landowner grants to Columbia and its successors are	perper
755 1	<ul> <li>(1) construct, maintain, operate, replace or alter the size of (anywhere within the right-of-way are below), and remove or abandon a pipeline for transporting gas with associated fluids, and appurte including cathodic protection and data acquisition facilities;</li> <li>(2) perform necessary pre-construction work; and</li> <li>(3) have ingress to and engress from the right-of-way area</li> <li>is and through Landowner's lands situated in Lot No. 15-10</li></ul>	nant facilities
	Township, Medina County, Ohio, situated in Qr. Twp. No.	
Fownst	ip No. 3N , Range No. 15 N , which lands are bounded and described as folice On the North by lands of Public Rt. (St. Ft. (R) - Theoretical On the East by lands of Theoretical On the South by lands of St. Stude D. Millie.  On the West by lands of St. Million Obest Line of Let 10 - Extended.	iws:
and cor	staining 50 acres, more or less. T.K# 045-05C-76-007-046-05C-04-007	
	Landowner's prior instrument reference: Volume <u>186</u> at page <u>968</u> .  RIGHT-OF-WAY AREA. After the post-construction cleanup following the pipeline construction, the right limited to a strip 50 feet wide, being 25 feet on each side of the center of the pipeline, unless and to the s	

shall be limited to a strip 50 feet wide, being 25 feet on each side of the center of the pipeline, unless and to the extent that the pipeline is installed nearer than 25 feet to a boundary of the premises, in which case the right-of-way area shall extend from the boundary on the near side to 25 feet on the other side of the pipeline.

TEMPORARY CONSTRUCTION EASEMENT. In addition to the right-of-way area as defined above, Landowner grants

TEMPORARY CONSTRUCTION EASEMENT. In addition to the right-of-way area as defined above, Landowner grants Columbia a temporary easement \_\_\_\_\_\_\_\_ feet wide, for the purpose of enabling Columbia to initially construct the pipeline more efficiently. Columbia shall pay for damage as set out in the paragraph below entitled "PAYMENTS FOR DAMAGE" and, if necessary, the paragraph below entitled "ARBITRATION OF DAMAGE".

LANDOWNER'S RIGHT OF POSSESSION. The pipeline, except for risers, valves, drips, and other appurtenances reasonably required, shall be buried so as not to interfere with the cultivation of the land. Landowner may fully use and enjoy the premises, except for Columbia's rights under this General Right-of-Way Agreement. However, Landowner shall not change the depth of cover over the right-of-way area as defined above of any installed pipeline without the written consent of Columbia, and shall not place or permit to be placed any buildings, mobile homes, trees or other obstructions on or over the right-of-way area of any installed pipeline.

GENERAL SECONDARY GRANT. Landowner further grants to Columbia the right at any time after the date hereof to lay other pipelines elsewhere on the premises upon the payment as consideration per linear rod of additional pipeline of the customary sum per linear rod then being paid by Columbia for similar pipelines under new right-of-way agreements, and otherwise on the same conditions for the additional pipeline as for the first as if the first did not exist.

PAYMENTS FOR DAMAGE. Columbia further agrees to pay for any damage to fences, tile drains, timber, crops, and the like that may be caused by the construction, maintenance, replacement, alteration, and removal of the pipeline and appurtenant facilities.

ARBITRATION OF DAMAGE. If the amount payable for damage under the preceding paragraph can not be mutually agreed upon, it shall be determined by a panel of three disinterested arbitrators. Landowner and Columbia shall appoint one each, and the two so appointed shall appoint the third. The award shall be by unanimous decision and shall be final and conclusive.

GAS FOR DOMESTIC PURPOSES. While gas is transported across the premises, Landowner shall be permitted to purchase gas by means of one tap on the pipeline, to be used for domestic purposes only in one dwelling on the premises. The gas service to Landowner is not to be provided directly by Columbia, but rather shall only be provided by the local gas distribution company serving the area in accordance with its rules, and subject to the regulations and orders of any agency having

ators necessary for gas service. Land operation of meter protection from out	lowner shall bear full res side forces, and of house	ng the wholesale sale of gas to the local gas distrib the cost installed of any high pressure (over 60 psi) se sponsibility for the expense of installation, mainten a lines and other equipment owned by Landowner from
r set assembly to and including the d	welling where said gas i	s used.
		light-of-Way Agreement benefit and bind Landowne
WITNESS the following signature	(s) this day o	September 1987
and acknowledged in the presence		20 00 11 1
D. Columb		Athe Stafuski
are poinces		John Stafinski.
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407 PG 120 This instrument was prepared by REC H. L. Snyder, Attorney at Law P.O. Box 1273 Charleston, WV 25325 STATE OF OHIO,
COUNTY OF Medica

The foregoing instrument was acknowledged before me this \_
by Alar Staffinshi and Asphic Integrinshi

My commission expires January 76 , 1989 11111 \_day of <u>September</u> Notary Public L. D. EDWARDS

NOTARY PUBLIC FOR THE STATE OF OHIO

LORAIN COUNTY

MY COMMISSION EXPIRES 126 STATE OF OHIO, COUNTY OF The foregoing instrument was acknowledged before me this by . My commission expires \_ Notary Public STATE OF COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_ \_\_\_day of \_ My commission expires \_\_ Notary Public STATE OF COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_ \_day of \_ My commission expires Notary Public STATE OF COUNTY OF The foregoing instrument was acknowledged before me this \_day of \_ bу of

corporation, on behalf of the corporation.

My commission expires

Notary Public

(sinned)	InCounty, Ohio	Book, page	RECORDED ON, 19	10 COLUMBIA GAS TRANSMISSION CORPORATION	from John Mafriski	dated Systembu 8,1917	OHIO RIGHT-OF-WAY	L&RW Representative 15 Eduals	Work Order No. 817-219-26/2-81	County Milling	Township fack	Line No. \$2.2709
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When recorded, return to-

Recorder

COLUMBIA GAS TRANSMISSION CORPORATION Land Information Section P.O. Box 1273 Charleston, WV 25325-1273

87 CCT 23 P2: 14

OFF REC 407 PG 121

Madina Medina	MOKEEN	MENT FOR			ITED TIME	GAS SER	VICE	C LOCATION NUMB	
.carea office NAME  ***********************************			10	O REQUEST		NAME OF A	PPLICANT (A	1262 ND SPOUSE IF ANY	) :
THIS AGREEMEN	T, made this 2	3 day of C	ctober	. 1987 .1	y and between		ı & Soy	phia A. S	tafi
	hereinafter ca	illed "Applic	ant", party	of the first pa	rt, Columbia		Ohio		
ADDRESS		······································							
200 Civic Center Driv TRANSMISSION COMPANY	re, Columbus, O.	hio 43215,	ADDRESS:	hereinafter ca	alled "Distribu	tion Compa	ny", part	y of the second	i part
Columbia Gas Transı	mission Corpora	tion	1	orkle Ave. S.E	., Charleston,	West Virgin	uia 25314.	hereina	fter ca
"Transmission Comp	pany", party of	the third pa	art: WHERE	AS, Applicar	nt has heretof	ore filed an	application	on for gas ser	vice 1
Distribution Compar	w saff one to b	a yead by a	ne (1) custon	ar on premis	es owned by /	Applicant at	tuete in		DARTER 045-
SECTION/TRACT TOWNSHIP/		-		DATE	1	rppucure or	COUNTY	L	
3 STATE	York	acquir	ed by a deed	dated 12	29   83	of record in	Me	dina	1
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service or C7 continua	tion of service of	natural gas	to be supplie	ed to Applican	t from Transn	nission Com	pany	SLW9963	whic
a production, storage	or transmission	pipeline; an	d external p	hysical protec	tion of Trans:	nission Con	pany and	Distribution	Comp
equipment 🗆 is 😿 is	not required at	time of ins	tallation: an	d unless Appl	icant already	owns the le	nd at the	location of th	e ser
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line and all other faci	lities to be inst	alled by Tra	nsmission C	ompany and	Distribution (		reunder,		acqu
an easement therefor	from the landow	ner by a deed	dated DATE	N/A	of record in	COUNTY		STATE	
TYPE		VOLUME	PAGE	1	Jor record in	L			
	RECORD BOOK			so that Appl	icant will be	entitled to	grant to T	ransmission	Comp
and Distribution Con	npany the easen	nent describe	ed in Section	8 below.					
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							rs and ass	igns, mutuall	y agre
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8. In consideration of the premises, Applicant hereby grants to Distribution Company and Transmission Company an easement for a site, acceptable to them, for the location of a Company service line, a cleaner, heater, regulators, meter and building, as may be required, at a point not to exceed twenty [20] feet from the pipeline of Transmission Company; and at Applicant's own cost, and expense. Applicant shall furnish, larly, chancet and maintain the house lines used for the safe and practical transporting and controlling of gas to be served, and install meter protection from external forces, when required; and Transmission Company agrees to furnish, install and maintain the necessary Comp into service line from its pipeline, which will include any necessary gas cleaning equipment. All installations performed by persons other than D. stribution Company or Transmission Company are subject to Distribution Company approval in accordance with the then effective Form C 2235, Standards for Gas Piping on Customer's Premises, and in accordance with the National Fuel Gas Code Z 223.1 or any other applicable National Standards for pipeline installations.

9. Distribution Comp: ny shall furnish, at its own cost and expense, the meters, fittings and a service regulator for furnishing the gas to be supplied hereunder, as follows:

- (A) If the Transmission Company pipeline from which Applicant is to be served is operated at a pressure not exceeding 60 psig. Distribution Company will furnish the necessary service regulator at no cost to Applicant.
- (B) If the Transmission Company pipeline from which Applicant is to be served is operated at a pressure in excess of 60 psig but not in excess of 200 psig, which will necessitate one high pressure service regulator in addition to the service regulator to be furnished by Distribution Company, Applicant will be required to make a payment to cover the cost, installed, of the high pressure service regulator.
- (C) If the Transmission Company pipeline from which Applicant is to be served is operated at a pressure in excess of 200 psig which will necessitate two high pressure service regulators in addition to the service regulator to be furnished by Distribution Company, Applicant will be required to make a payment to cover the cost, installed, of the high pressure service regulators.
- (D) Subsequent to this Agreement, Distribution Company agrees (i) to replace as necessary all service regulators installed under this section 9 and (ii) install any additional service regulators needed at this location, at Distribution Company's cost and expense. If this Agreement superaceds a pre-existing service Agreement, Distribution Company shall bear the cost and expense of replacing pre-existing service regulators.

Applicant agrees that any payments received by Distribution Company for the installation of high pressure service regulators will not be refunded after the service regulators have been installed. Distribution Company will own and be responsible for operation and maintenance of all service regulators.

Applicant agrees to maintain, at his own cost and expense, the house lines and installed meter protection from external forces, when required, in an operating condition satisfactory to Distribution Company. All material furnished by either Applicant or Distribution Company or Transmission Company may be reclaimed and removed from the premises by the party owning same at the termination of this Agreement.

- 10. Where a heater must be operated on the inlet side of a service regulator for a residential consumer, the heater and the gas used to operate such heater shall be supplied by Transmission Company at its expense.
- 11. Applicant agrees to notify Distribution Company of all problems arising out of any variations in the pressure of gas in the house lines as well as defects in pipe. Connections or appliances, the escape or leaking of gas, the sticking of valves or regulators and other irregularities incident to the service equipment of Applicant.
- 12. Distribution Company and Transmission Company shall have access at all times to all equipment herein provided for, for the purpose of determining whather such equipment is in proper condition and operated in accordance with this Agreement, and as well with the Rules, Regulations and Schedules of Distribution Company applicable to the jurisdictional public service customers, which said Rules, Regulations and Schedules as they exist from time to time shall also apply to this Agreement and are hereby specifically made a part hereof by reference.
- 13. The maximum pressure at which gas is to be supplied to Applicant for residential use shall not exceed seven (?) inches water column at the outlet of the service regulator. For commercial or industrial use, the maximum outlet pressure shall be ... seven !?) inches water to be supplied to seven !? Inches water to be service regulators and their property significant to conform with the above specified pressure shall rest with Distribution Company. Applicant agrees to install a customer service line and house lines of sufficient size to give adequate service at this pressure.
- 14. Applicant agrees that Distribution Company shall have the right, without notice, to shut off the gas at any time from Applicant for any of the following ceuses: (A) for repairs; (B) for want of gas supply; (C) for non-payment of bills when due; (D) for any violation of this Agreement by Applicant; (E) upon discovery of a flow of stray electric current upon the house lines that is or might become dangerous; (F) in the event that gas service nereunder was secured by Applicant's misrepresentation; (G) manipulation of the service regulators to increase the pressure above that originally set; (F1) when hazardous conditions of the Company or customer service lines or house lines or appliances are found so that a shut-off is required for safety reasons; (I) when leaks are found that require prompt repair (but not shut-off) for safety reasons, and when repairs are not made promptly by Applicant; and (J) for use of gas by any consumer other than Applicant or his tenant as the one consumer on Applicant's premises.
- 15. At all times, Applicant agrees to service, repair and maintain in good and safe condition all house lines, fixtures, appliances, equipment and facilities owned by or installed by Applicant hereunder. Applicant further agrees to hold Distribution Company and Transmission Company harmless from any and all liability imposed against it arising from Applicant's use, maintenance, repair or ownership of the same.
- 16. Distribution Company or its agent, may require Applicant to supply a reasonably safe guarantee or a cash deposit. Said deposit will be refunded when the delivery of gas has been discontinued, after all bills due to Distribution Company have been paid and the receipt for such deposit has been surrendered.
- 17. Upon the request of Applicant. Distribution Company will test the accuracy of the meter, provided Applicant deposits with Distribution Company; sum of money sufficient to cover the costs arising from the removal and replacement of the meter for testing purposes. A meter registering between three percent; (3%) fast and three percent; (3%) slow shall be deemed for all purposes to be registering correctly. Distribution Company shall retain such part of said deposit as actually expended and is found to be registering correctly. Distribution Company shall retain such part of said deposit as the said expense and the property of the part of said deposit as actual expense, applicant shall pay the difference. When the meter is tested and found to be registering incorrectly, Distribution Company will refund to Applicant the entire amount of the deposit. Provided, however, that where State meter testing rules vary from the above, such State rules shall control.

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- 18. Applicant agrees to pay Distribution Company for all gas so delivered on receipt or before the due date of the bill for the monthly period and at the rate prevailing from time to time in the general locality in which Applicant is served hereunder.
- 19. Applicant understands, and by the execution of this Agreement specifically agrees, that the service herein contemplated is a private contractual service and is not utility service subject to public regulation, unless State law otherwise requires, and that nothing herein contained shall be construed as implying an intention or "holding out" on the part of either Distribution Company or Transmission Company to service the public in the area generally, or to dedicate any of its facilities to public use or service. All parties agree that both Distribution Company and Transmission Company are subject generally to regulation, so that this Agreement is subject to any lawful governmental order applicable thereto.

) IN WITNESS WHERE	OF, said parties have her	reunto set their hands th	is_23rd	
day of October			OFF:	
! Signed and acknowledged in the presence of:			REC 415	PG
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WITNESS:		APPLICANT AND SPO	DUSE (IF ANY):	
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My commission expire	es January 76, 19	87	• •	
	. L.D. Idward			
A Committee of the Comm		ARY PUBLIC		
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CHARLESTON, WY 25325-1273

 STATE OF OHIO  WHEN RECORDED RETURN TO: COLUMBIA GAS TRANSMISSION CORP. LAND INFORMATION ROOM 661
 TYPE: RECORD BOOK RECORDED BY: (NAME) COUNTY:
 DATE: RECORDED  PAGE: ,19
 TO COLUMBIA GAS OF OHIO, INC. AND COLUMBIA GAS TRANSMISSION CORP. DATE: October 23 ,19 87
FROM  NAME: John and Sophie A. Stafinski  MAILING ADDRESS: 7130 Norwalk Road  Medina, Ohio 44256
AGREEMENT AND EASEMENT TOO REQUEST NO. (FORM CS 2-53) CDC PSID NUMBER

Service Address

7130 Norwalk Road Medina, Ohio

MICROFILMED

ROBERT HALE MEDINA CTV. TEOORDER RECONDED THIS DATE:

854-7 87 DEC 24 AID: 49

14.00

#### JOINT DRIVEWAY EASEMENT

We, JOHN STAFINSKI and SOPHIE A. STAFINSKI, Husband and Wife, whose address is 7116 Norwalk Road, Medina, Ohio 44256, and DIANE LYNN HOLMES, divorced and unremarried, whose address is 7130 Norwalk Road, Medina, Ohio, 44256, ITM A. HAWKINS, whose address is 7080 Norwalk Road, Medina, Ohio 44256, and PAUL R. STAFINSKI AND DEBORAH A. STAFINSKI, husband and wife, whos address raul K. STAFINSKI AND DEBOKAN A. STAFINSKI, NUSDANG and wife, whos address is 7118 Norwalk Road, Medina, Ohio 44256, are the respective owneers in fee simple of adjacent lands fronting on Norwalk Road in Tract No. 3, Lot No. 10 of York Township, Medina County, Ohio.

WHEREAS, PAUL R. STAFINSKI and DEBOKAH A. STAFINSKI Owners of the following

described property:

PARCEL NO. 1: Situated in the Township of York, County of Medina, and State of Ohio: And known as beingpart of York Township Lot 10, Tract 3, being further bounded and described as follows: Beginning at the northwest corner of York Township lot 10, Tract 3, said point being 1.28 feet south of the centerline of S.R. 18, Norwalk Road (unequal width); Thence S. 86° 51' 30" E., 216.00 feet along the north line of said Lot 10 to the northeast corner of land conveyed to Diane Lynn Holmes, said point being the principal place of beginning of the parcel described point being the principal place of beginning of the parcel described herein; Thence S. 86° 51' 30" E., 200.00 feet along the north line of said Lot 10 to the northwest corner of land conveyed to Tim A. Hawkins; Thence S. 02° 30' 33" W., 578.46 feet to a point; Thence S. 09° 47' 04" W., 236.12 feet to a point; Thence N. 78° 17' 01" W., 403.64 feet to a point in the west line of said lot 10; Thence N. 03° 27' 02" E., 174.35 feet along the west line of said Lot 10 to the southwest corner of said land conveyed to Larry A. Holmes; Thence S. 86° 51' 30" E., 216.00 feet land conveyed to Larry A. Holmes; Thence S. 86° 51' 30" E., 216.00 feet along the south line of said land conveyed to Larry A. Holmes; Thence S. 86° 51' 30" E., 216.00 feet along the south line of said land conveyed to Diane Lynn Holmes to the southeast corner thereof; Thence N. 03° 27' 02" E., 578.43 feet along the east line of Holmes to the principal place of beginning and containing therein 4.6637 acres of land as surveyed in August, 1991, by Thomas A. Cunningham, Registered Surveyor No. 5274. Permanent Parcel No. 1045-05C-04-022

WHEREAS, JOHN STAFINSKI and SOPHIE A. STAFINSKI are owners of the following described parcel:

PARCEL NO. 2: Situated in the Township of York, County of Medina, State of Ohio and known as being part of York Township Lot 10, Tract 3 and Lot 15, Tract 2 being further bounded and described as follows: Lot 15, Tract 2 being further bounded and described as follows:
Beginning at the northwest corner of York Township Lot 10, Tract 3, said
point being 1.28 feet south of thecenter line of S.R. 18, Norwalk Road
(unequal width); Thence S-86° 51' 30"-E, 416.00 feet along the north
line of said Lot 10 to the northeast corner of a 4.6637 acre parcel of
land now or formerly owned by Sophie A. and John Stafinski, said point
being the principal place of beginning of the parcel described herein;
Thence S-86° 51' 30"-E, 40.00 feet continuing along the north line of
said Lot 10 to the northwest corner of land conveyed to Tim A. Hawkins;
Thence S-02° 30' 33"-W, 421.86 feet along the west line of said land
conveyed to Tim A. Hawkins to an angle point therein; Thence S-02° 54'
06"-E, 2.08 feet continuing along the west line of said land conveyed
to Tim A. Hawkins to the southwest corner thereof; Thence S-69° 36' 03"-E,
431.98 feet along the south line of said land conveyed to Tim A. Hawkins 431.98 feet along the south line of said land conveyed to Tim A. Hawkins to the southeast corner thereof, said point being in the west right-of-way of B. & O. Railroad (unbequal width); Thence southerly along the west right-of-way of said B. & O. Railroad 1883.07 feet to the northeast corner of land conveyed to James E. and Patricia A. Braatz, said point being in Lafayette Township, Lot 15, Tract 2; Thence westerly along the north line of said land conveyed to James E. & Patricia A. Braatz and the north line of land conveyed to Russell A. and Melinda Jo Clutter to a point in the west line of said Lot 15; Thence northerly along the west line of said Lot 15 and the west line of said Lot 10 to the southwest corner of said 4.6637 acre parcel; Thence S-78° 17' 01"-E, 403.64 feet along the south line of said 4.6637 acre parcel to the southeast corner thereof; Thence N-09° 47' 04"-E, 236.12 feet along theeast line of said 4.6637 acre parcel to an angle point therein; Thence N-02 30' 33"-E, 578.46

ROBERT HALE HEDIMA CITY RECORDER RECORDED THIS DATE 72 - 76 93 OCT 15 PI: 12 26.00

.. T. I. C. # ME-0902 feet along the east line of 4.6637 acre parcel to the principal place of beginning and containing therein 42.3228 acres of land. Permanent Parcel No.  $\underline{V}$  O $\underline{+}5$ -O5C-O $\underline{+}$ -O2|

WHEREAS, DIANE LYNN HOLMES, divorced and unremarried, is the owner of the following described property:

Situated in the Township of York, County of Medina, and State of Ohio: And known as being part of York Township Lot 10, Tract 3 further bounded and described as follows: Beginning at the Northwest corner of York Township Lot 10, said point being 1.28 feet South of the centerline of Norwalk Road (S.R. 18); Thence S. 86° 51' 30" E., 16.00 feet to a point and the principal place of beginning of the parcel described herein; Thence S. 86° 51' 30" E., 200.00 feet to a point; Thence S. 3° 27' 02" W., 578.43 feet to a point; Thence N. 86° 51' 30" W., 216.00 feet to a point on the Westerly line of said Lot 10; Thence N. 68° 07' 46" E., 191.42 feet to a point; Thence N. 40° 21' 58" W., 226.81 feet to a point; Thence N. 3° 27' 02" E., 332.99 feet to the principal place of beginning and containing 2.2282 acres of land as surveyed in November, 1986 by Thomas A. Cunningham, Registered Surveyor No. 5274.

WHEREAS, TIM A. HAWKINS, divorced and unremarried is the current owner of the following described property:

Situated in the Township of York, County of Medina, and State of Ohio: And known as being a part of Tract 3, Lot 10 of said Township further bound and described as follows: Beginning at the Northeast corner of Township Lot 10; thence westerly along the North line of Lot 10 976.94 feet to a point in the West right-of-way line of the Baltimore & Ohio Railroad; thence Southerly along said West right-of-way along the arc of a circle deflecting to the left a distance of 556.63 feet to a point in the northeast corner of a 42.5928 acre parcel now or formerly owned by Sophie A. and John Stafinski; thence Northwesterly along Stafinski's north line a distance of 431.98 feet to a point; thence northwesterly a distance of 377.84 feet to a point in the southwest corner of a 0.3359 acre parcel now or formerly in the name of Sophie A. and John Stafinski; thence Easterly along the south line of said Stafinski land a distance of 177.84 feet to a point in the southeast corner of said 0.3359 acre parcel; thence northerly along the east line of said parcel a distance of 80.36 feet to a point in the north line of Lot 10; thence easterly along said north lot line a distance of 200.00 feet to the place of beginning, containing 4.1764 acres, be the same more or less, but subject to all legal highways.

Permanent Farcel No. 045-05C-04-019

In consideration of Ten and 00/100 Dollars (\$10.00) between the respective parties and mutual promises and obligations hereinafter accepted, the parties hereby agree to grant reciprocal easements to one another for the use of a joint driveway, which has frontage on Norwalk Road; and, specifically to benefit all of their respective heirs, legal representatives, successors and assigns, an easement for driveway purposes upon and over an existing driveway which traverses all four (4) parcels mentioned above and is parallel to Norwalk Road (S.R. 18), said driveway being approximately 20 feet in width and located approximately 10 feet from the southerly right-of-way line of Norwalk Road and running the entire frontage of said parcel, and also that joint driveway extending south from the driveway located solely on the John and Sophie A. Stafinski and Paul and Deborah Stafinski parcels, again maintaining approximately 20 feet in width for said driveway easement until said point said driveway enters their respective parcels, as reflected on Exhibit A.

Furthermore, it is understood that all of the current property owners, which constitute four (4) parcels in said property shall have joint use of said driveway easement and the understanding that they must jointly maintain said easement over the parcels that they are utilizing with the respective other four (4) owners.

Furthermore, said driveway easement is specifically reflected on Exhibit  $^{\prime\prime}A^{\prime\prime}$  attached hereto.

#### OR 864 PG 74

"Driveway purposes" means use as a single family residential driveway.

It is mutually agreed that the parties shall not obstruct or authorize the obstruction of the driveway by any means, including, but not limited to, the parking of a vehicle.

It is further agreed that each of the parties owning the four (4) parcels shall jointly maintain and repair said driveway over the areas that they utilize and shall specifically pay for the repair and maintenanceof the driveway that they exclusively use.

This instrument shall be binding on and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties.

The parties have signed this instrument on the the day of OCTOBER,

Signed and acknowledged in the presence of:

| Amage: Amage: Amage: John Stafinski |
| John Stafinski |
| John Stafinski |
| Scophie A. Stafinski |
| John Stafinski

STATE OF OHIO )
COUNTY OF MEDINA ) 88

Before me, a Notary Public in and for said County and State, did personally appear the above named John Stafinski and Sophie A. Stafinski, husband and wife, who acknowledged the signing of the foregoing instrument and that the same is their free act and deed.

Meding Onio, this (11) day of Octobe , 1993.

Hamil Smarce

LAUREN J. SMOUSE

STATE OF OHIO )
COUNTY OF MEDINA ) ss:

Notary Public. State of Ohio
My Commission Expires Oct. 28, 1987

Before me, a Notary Public in and for said Country and State, did personally
appear the above named Diane Lynn Holmes, divorced and unremarried, who acknowlledged the signing of the foregoing instrument and that the same is her free

Medina, Chio, this May of OCTOSAR, 1993.

Notary Public

 STATE OF OHIO COUNTY OF MEDINA )

Before me, a Notary Public in and for said County and State, did personally appear the above named Tim A. Hawkins, divorced and unremarried, who acknowledged the signing of the foregoing instrument and that the same is his free act and deed.

In Testimeny Whereof, I have hereunto set my hand and official seal at the chio, this (the day of the law), 1993.

Notary Publicusen J. SMOUSE

Notary Public, State of Ohio My Commission Expires Oct. 29, 1997

STATE OF OHIO COUNTY OF MEDINA )

\*223-B litherty Street Medina, Ohio 44256 (216) 722-2636

the scheers Co., L.P.A.

Before me, a Notary Public in and for said County and State, did personally appear the above named Deborah A. Stafinski and Paul R. Stafinski, husband and wife, who acknowledged the signing of the foregoing instrument and that the same is their free act and deed.

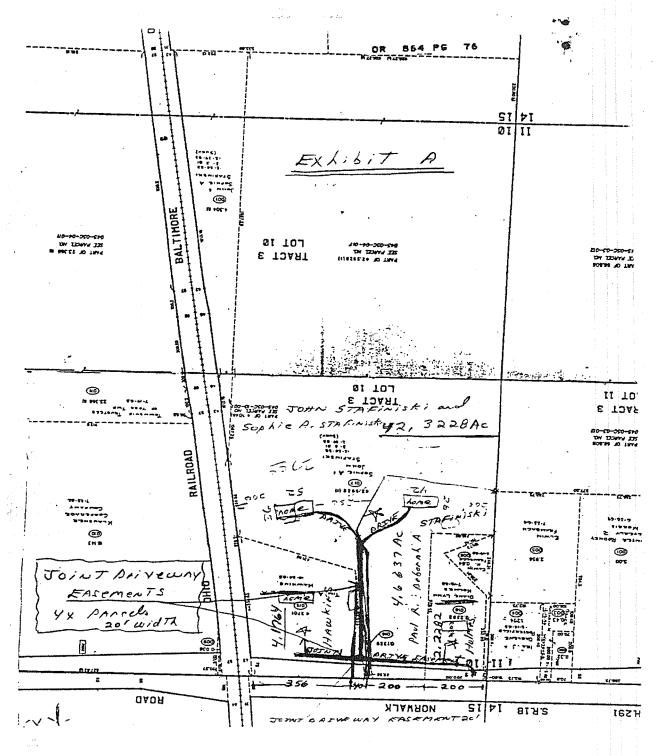
In Testimony Whereof, I have hereunto set my hand and official seal at Medina, Ohio, this 6 day of 6070868, 1993.

Notary

S. D. SCHE...: Notary Pablic, ... My Commission Has No. + p. 12

Section 147.00 R.G.

OR 864 PG



## KNOW ALL MEN BY THESE PRESENTS:

	KNOW ALL MEN BY THESE TARBETTE	V
	That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to	
	Situated in the Township/Village of Jork County of Mediani	
	and State of Ohio, being the same property conveyed to GRANTOR herein	
	by Deed recorded in Volume \$71, Page 354 of Med: A County	
	Deed Records and Permanent Parcel No 045-156.04-02/ and more	
	commonly known as: TR 3 4.207 10 42.5597 AC.	-
	Mailing address 7/16 now ald Rd together with	
	the right of ingress and egress over the adjacent lands of the GRANTOR,	
	his successors and assigns, for the purposes of this easement.	
	The easement shall be twenty (20) feet in width for construction purposes and ten (10) feet in width for maintenance purposes and described as follows:	
	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 the 1th day of 1993. Signed, acknowledged and attested in the Presence of:  Reruna Miller	
	Rertha M: LLER (WITNESS) Hon Statinski	
	Howard HINMAN (WITNESS) Sophie A. Statinski	ALE SESSED
	State of Ohio:	LIVE
	County of -medine:	: 41
	On this Abraham day of 1000. 1993 before me, a Notary 34 FEB 4 All Public in and for said County, personally came the above-named:	: 41 4.00
 	in the foregoing instrument, and acknowledged and attested the signing of the same voluntary act and deed, for the uses and purposes therein	
0,4	. Mennoned	
	In testimony whereof, I have hereunto subscribed my name and affixed my official seaf on the day and year last aforesaid.	
	NOTARY PUBLIC DEVELOP OF	
eeere.	My Commission expires 3-29-97  This instrument was prepared by Attorney Frank Ashbaugh, Wellington, Ohio.  My Commission Expires My	Y of Ohio arch 29, 1997
	mornament was proposed by retioney trank restought, wellington, Olio.	

# KNOW ALL MEN BY THESE PRESENTS:

	U
That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to <u>FALL STAFINSKI</u> and <u>STAFINSKI</u> hereinafter referred to as GRANTOR, by Rural Lorain County Water Authority, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install,	
and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water lines over, across, and through the land of the GRANTOR situate in MEDINA County, State of Ohio, said land being described as follows:	The second secon
Situated in the Township/Village of Yerk County of MEDINA	
and State of Ohio, being the same property conveyed to GRANTOR herein	
by Deed recorded in Volume Page From MEDIWACounty	
Deed Records and Permanent Parcel No. 64605604056 more 0450504022 TR3 commonly known as:	-
commonly the vice as	
Mailing address 7/18 NORWALK RD. together with	
the right of ingress and egress over the adjacent lands of the GRANTOR,	
his successors and assigns, for the purposes of this easement.	
The easement shall be twenty (20) feet in width for construction purposes and ten (10) feet in width for maintenance purposes and described as follows:	
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 the 7 day of Occeptor, 1993 Signed, acknowledged and attested in the	
Presence of:  Bertha Miller (WITNESS) Full Waterski (SEAL)  Part R. Staffinski	
Howard Himman (WITNESS) Niterah Staffinski (SEAL) HOWARD HIMMAN Deborah Staffinski	221 =
State of Ohio:	TOTDER
County of Medina:	
On this the day of 1000, 1993 before me, a Notary 34 FEE 4 All Public in and for said County, personally came the above-named:	1:42 4.00
in the foregoing instrument, and acknowledged and attested the signing of the same to be their voluntary act and deed, for the uses and purposes therein	7.0
metteroned.	
In festimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.	
NOTARY FUBLIO  BEVERLY FR  Notary Public, State	of Ohio
My Commission expires 3-29-97  This instrument was prepared by Attorney Frank Ashbaugh, Wellington, Ohio.	March 29, 1997



### 19990R007652

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RECORDING FEE 22.00 DOCUMENT TYPE: AGRE PAGES: 4



(DO NOT REMOVE THIS COVER SHEET. THIS IS THE FIRST PAGE OF THIS DOCUMENT.)

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6. Applicant covenants that his service hereunder will be surrendered upon request of Distribution Company and in accordance with the terms of this Agreement, and further covenants that should he refuse to surrender the service upon request so as to delay or impede Transmission Company in removing said pipeline from service, or so as to cause Transmission Company to operate or maintain said pipeline in an inefficient manner in order to maintain service to Applicant and to fulfill the other purposes, if any, of said pipeline, such action shall constitute a breach of this Agreement; and Applicant shall thereupon be liable in damages to Transmission Company for its costs from time to time incurred in consequence of such breach hereof.

7. Transmission Company agrees that at such time as service shall be permanently and finally terminated to Applicant under Section 3 hereof, it shall, upon request of Applicant, pay to Applicant in full satisfaction of any and all claims against Transmission Company and Distribution Company, and to aid and assist Applicant in the costs attendant to the transfer to the most economical alternate source of energy where gas is not readily available from another supplier, a sum reckoned according to the following schedule:

Time elapsed from initial service hereunder to termination

5 years or less

Where gas is not readily available from another supplier

Alternate fuel costs (up to 200 million B.T.U. per year) for 3.0 years

Alternate fuel costs (up to 200 million B.T.U. per year) for 2.0 years

Alternate fuel costs (up to 200 million B.T.U.) for 1.0 year

TOSA-

5 to 15 years

More than 15 years

Alternate fuel cos
Alternate fuel cos

- 8. In consideration of the premises, Applicant hereby grants to Distribution Company and Transmission Company an easement for a site, acceptable to them, for the location of a Company service line, a cleaner, heater, regulators, meter and building, as may be required, at a point not to exceed twenty (20) feet from the pipeline of Transmission Company; and at Applicant's own cost, and expense, Applicant shail furnish, lay, connect and maintain the house lines used for the safe and practical transporting and controlling of gas to be served, and install meter protection from external forces, when required; and Transmission Company agrees to furnish, install and maintain the necessary Company service line from its pipeline, which will include any necessary gas cleaning equipment. All installations performed by persons other than Distribution Company or Transmission Company are subject to Distribution Company approval in accordance with the then effective Form C 2235, Standards for Gas Piping on Customer's Premises, and in accordance with the National Fuel Gas Code Z 223.1 or any other applicable National Standards for pipeline installations.
- 9. Distribution Company shall furnish, at its own cost and expense, the meters, fittings and a service regulator for furnishing the gas to be supplied hereunder, as follows:
  - (A) If the Transmission Company pipeline from which Applicant is to be served is operated at a pressure not exceeding 60 psig, Distribution Company will furnish the necessary service regulator at no cost to Applicant.
  - (B) If the Transmission Company pipeline from which Applicant is to be served is operated at a pressure in excess of 60 psig but not in excess of 200 psig, which will necessitate one high pressure service regulator in addition to the service regulator to be furnished by Distribution Company, Applicant will be required to make a payment to cover the cost, installed, of the high pressure service regulator.
- (C) If the Transmission Company pipeline from which Applicant is to be served is operated at a pressure in excess of 200 psig which will necessitate two high pressure service regulators in addition to the service regulator to be furnished by Distribution Company, Applicant will be required to make a payment to cover the cost, installed, of the high pressure service regulators.
- (D) Subsequent to this Agreement, Distribution Company agrees (i) to replace as necessary all service regulators installed under this section 9 and (ii) install any additional service regulators needed at this location, at Distribution Company's cost and expense. If this Agreement supersedes a pre-existing service Agreement, Distribution Company shall bear the cost and expense of replacing pre-existing service regulators.

Applicant agrees that any payments received by Distribution Company for the installation of high pressure service regulators will not be refunded after the service regulators have been installed. Distribution Company will own and be responsible for operation and maintenance of all service regulators.

Applicant agrees to maintain, at his own cost and expense, the house lines and installed meter protection from external forces, when required, in an operating condition satisfactory to Distribution Company. All material furnished by either Applicant or Distribution Company or Transmission Company may be reclaimed and removed from the premises by the party owning same at the termination of this Agreement.

- 10. Where a heater must be operated on the inlet side of a service regulator for a residential consumer, the heater and the gas used to operate such heater shall be supplied by Transmission Company at its expense.
- 11. Applicant agrees to notify Distribution Company of all problems arising out of any variations in the pressure of gas in the house lines as well as defects in pipe, connections or appliances, the escape or leaking of gas, the sticking of valves or regulators and other irregularities incident to the service equipment of Applicant.
- 12. Distribution Company and Transmission Company shall have access at all times to all equipment herein provided for, for the purpose of determining whether such equipment is in proper condition and operated in accordance with this Agreement, and as well with the Rules, Regulations and Schedules of Distribution Company applicable to the jurisdictional public service customers, which said Rules, Regulations and Schedules as they exist from time to time shall also apply to this Agreement and are hereby specifically made a part hereof by reference.
- 13. The maximum pressure at which gas is to be supplied to Applicant for residential use shall not exceed seven (7) inches water column at the outlet of the service regulator. For commercial or industrial use, the maximum outlet pressure shall be  $\Box$  seven (7) inches water column  $\Box$  \_\_\_\_\_\_psig. The responsibility for the care of all service regulators and their proper adjustment to conform with the above specified pressure shall rest with Distribution Company. Applicant agrees to install a customer service line and house lines of sufficient size to give adequate service at this pressure.
- 14. Applicant agrees that Distribution Company shall have the right, without notice, to shut off the gas at any time from Applicant for any of the following causes; (A) for repairs; (B) for want of gas supply; (C) for non-payment of bills when due; (D) for any violation of this Agreement by Applicant; (E) upon discovery of a flow of stray electric current upon the house lines that is or might become dangerous; (F) in the event that gas service hereunder was secured by Applicant's misrepresentation; (G) manipulation of the service regulators to increase the pressure above that originally set; (H) when hexardous conditions of the Company or customer service lines or house lines or appliances are found so that a shut-off is required for safety reasons; (I) when leaks are found that require prompt repair (but not shut-off) for safety reasons, and when repairs are not made promptly by Applicant; and (J) for use of gas by any consumer other than Applicant or his tenant as the one consumer on Applicant's premises.
- 15. At all times, Applicant agrees to service, repair and maintain in good and safe condition all house lines, fixtures, appliances, equipment and facilities owned by or installed by Applicant hereunder. Applicant further agrees to hold Distribution Company and Transmission Company harmless from any and all liability imposed against it arising from Applicant's use, maintenance, repair or ownership of the same.
- 16. Distribution Company or its agent, may require Applicant to supply a reasonably safe guarantee or a cash deposit. Said deposit will be refunded when the delivery of gas has been discontinued, after all bills due to Distribution Company have been paid and the receipt for such deposit has been surrendered.
- 17. Upon the request of Applicant, Distribution Company will test the accuracy of the meter, provided Applicant deposits with Distribution Company a sum of money sufficient to cover the costs arising from the removal and replacement of the meter for testing purposes. A meter registering between three percent (3%) fast and three percent (3%) slow shall be deemed for all purposes to be registering correctly. When the meter is tested and is found to be registering correctly. Distribution Company shall retain such part of said deposit as was actually expended in the removal and testing of the meter. If said deposit should be insufficient to fully cover said actual expense, Applicant shall pay the difference. When the meter is tested and found to be registering incorrectly. Distribution Company will refund to Applicant the entire amount of the deposit. Provided, however, that where State meter testing rules vary from the above, such State rules shall control.
- 18. Applicant agrees to pay Distribution Company for all gas so delivered on receipt or before the due date of the bill for the monthly period and at the rate prevailing from time to time in the general locality in which Applicant is served hereunder.
- 19. Applicant understands, and by the execution of this Agreement specifically agrees, that the service herein contemplated is a private contractual service and is not utility service subject to public regulation, unless State law otherwise requires, and that nothing herein contained shall be construed as implying an intention or "holding out" on the part of either Distribution Company or Transmission Company to serve the public in the area generally or to dedicate any of its facilities to public use or service. All parties agree that both Distribution Company and Transmission Company are subject generally to regulation, so that this Agreement is subject to any lawful governmental order applicable thereto.

IN WITNESS WHEREOF,	said parties have hereunto set their hands thisFRI-DAV
Signed and acknowledged in the presence of:	
WITNESS: Thousa M. A	lo pull turbust
Theresa M. Sabo	Paul R. Stafinski  Deb Stafinski
Veyler Clarke	COLUMBIA GAS OF OHIO, INC.  DISTRICT OFERATIONS MANAGER  Chester J. High
DOUGLAS C. HENK Judy Borkey Jupy B Dawn Jugan Dawn Judson	COLUMBIA GAS TRANSMISSION CORPORATION
Roylege K. Moles	By: XMANAGENXKMAN MEMORIAN Dana Debaets - Manager, Land Services
Anita J. Colyins STATE OF OHIO	
COUNTY OF	TO WIT:
The foregoing instrument 19 46, by P. STAFII	was acknowledged before me this 28 day of AU6051,  OSCI ,applicant. DE60RAH Spouse (if any)
My Commission Expires	Ollies Halle NOTARY PUBLIC 11-22-98
STATE OF OHIO )	SS: COUNTY OF CUYAHOGA COUNTY OF CUYAHOGA
The foregoing instrument 19 98, by Church Migh	SS: COUNTY OF CUYANGEA  MY COMM. EXPIRES JAN 2 0 2002  was acknowledged before me this 3 day of Jenther  District Operations Manager  District Operations Manager
of COLUMBIA GAS OF OHIO,	INC., a corporation, on behalf of the corporation.
	NOTARY PUBLIC
My Commission Expires STATE OF WEST VIRGINIA	
COUNTY OF KANAWHA	SS:
19 98 by Dana Debaets-N	t was acknowledged before me this day of
of COLUMBIA GAS TRANS	MISSION CORPORATION, a Delaware corporation, on behalf of the
	NOTARY PUBLIC NOTARY PUBLIC, STATE OF WEST VERGINIA ROYLENE K. MOLES  COLUMBIA GAS TRANSMISSION CORPORATIONS
My Commission Expires  This instrument prepared by Colur	MY COMMISSION EXPIRES OCTOBER 30, 2004
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FORM CS 2-54-34 CPS (9-94)

7652-3

10. ≥ 90s	FORM CS 2-54-34 CPS (9-34)  AGREEMENT AND EASEMENT
<u></u>	TCO REQUEST NO. (FORM CS 2-53)
	CDC PSID NUMBER
	FROM
_	NAME: Paul Stafinski
	MAILING ADDRESS: 7118 Norwalk Road
	Medina, OH 44256
-	07
	COLUMBIA GAS OF OHIO, INC. AND COLUMBIA GAS TRANSMISSION CORP.
	DATE:
	LOCATION
	MUNICIPALITY/ TOWNSHIP: York Township
-74	COUNTY: Medina //
	\$ STATE OF OHIO
	RECORDED
***************************************	DATE: ,19
	VOLUME: PAGE:
· · · · ·	TYPE: RECORD BOOK
	RECORDED BY: (NAME)
	COUNTY:
	STATE OF OHIO
	Return To Columbia Gas Transmission Corporation Manager of Land Administration 1700 MacCorkle Avenue S.E.

Service Address: 7118-Norwalk Road; Medina; OH 44256=

JETTOLING SHEET NOTARY PUBLIC, STATE OF WITS TO PHY ROYLENE K. MOLES SCOULMSIA GAS TRANSMISSION CORPUSATION 1700 MacCarbie Ave., 84 Charleston, WY 20314. MY COMMISSION EXPIRES OCTUBER 30, 2004



### 2016OR003550

COLLEEN M. SWEDYK
MEDINA COUNTY RECORDER
MEDINA, OH
RECORDED ON
02/23/2016 11:03 AM

REC FEE: 60.00 PAGES: 7 DOC TYPE: EASE

COUNTY RECORD

COLLEEN M. SWEDYK

(DO NOT REMOVE THIS COVER SHEET. THIS IS THE FIRST PAGE OF THIS DOCUMENT)

### RECORD AND RETURN TO:

NEXUS Gas Transmission, LLC Attention: Right-of-Way Department

P.O. Box 490

Sharon Center, OH 44274

Tract No: OH-ME-177.0001-TAR-17-75.8

State: Ohio

### TEMPORARY ACCESS ROAD EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: that the undersigned **David D.**Spence, widow and not remarried, having a mailing address of 448 Forest View Road, Bay Village, Ohio 44140, (hereinafter called "Grantor", whether one person or more than one), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by NEXUS GAS TRANSMISSION, LLC, a Delaware limited liability company, having a principal place of business at 5400 Westheimer Court, Houston, Texas 77056 (hereinafter called "Grantee" or "NEXUS"), does hereby give, grant and convey unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, the temporary right of ingress and egress over, under, across, and upon the following described land (the "Temporary Easement") situated in the City/Township of York, County of Medina, and State of Ohio, more fully described and referred to as:

Being a portion of the land described as 4.667 acres of land, more or less, and known as being a part of York Township Lot 10, Tract 3, situated in the Township of York, County of Medina, State of Ohio, being more particularly described in that certain deed dated June 17, 2005 from Paul R. Stafinski, divorced, to David D. Spence and Donna C. Spence, husband and wife, for their joint lives, remainder to the survivor of them, recorded in Instrument No. 2005020454 of the Official Records of Medina County, Ohio, to which reference is herein made for a more complete description. (the "Property"). Parcel No. 045-05C-04-022

The Temporary Easement across the Property of Grantor is more particularly shown on the plan entitled, Exhibit "A", Drawing No. OH-ME-177.0001-TAR-17-75.8, dated 01/28/2016 ("Drawing") attached hereto as Exhibit A and made a part hereof.

1. Grantor's granting of the Temporary Access Road Easement to Grantee shall be on an exclusive basis during the full term of twenty-four (24) months from the start of construction on the Property. Grantor shall grant no third party any right to use the Temporary Easement prior to the expiration of Grantee's exclusive term to use the Temporary Easement.

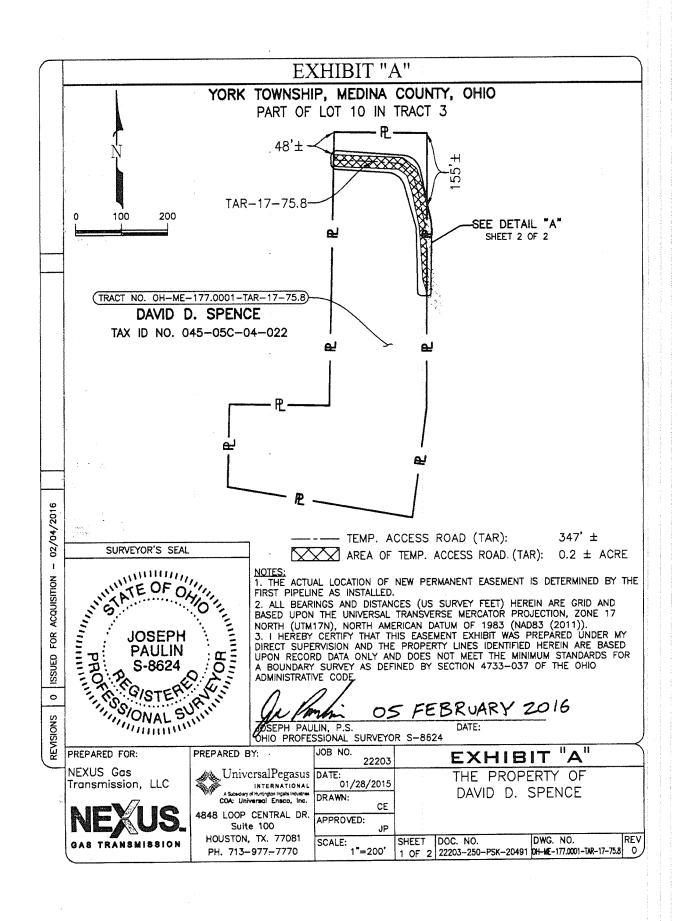
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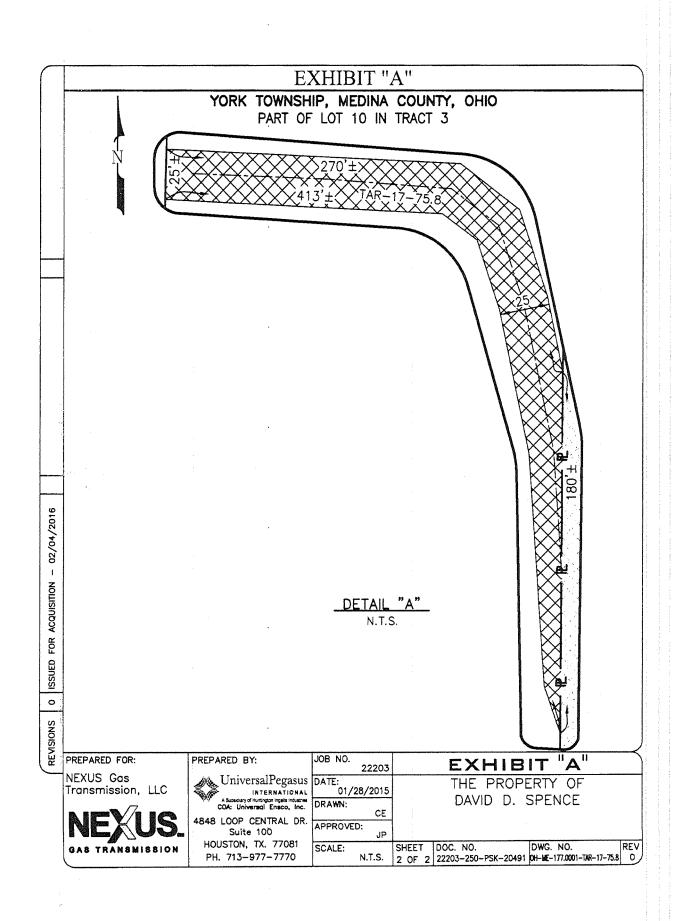
- 2. Grantor and Grantee agree that the consideration for this Temporary Access Road Easement includes payment for the value of the rights granted to Grantee by Grantor, and all damages of every kind and character including damages to fences, growing crops and timber, and the reestablishment of growing crops and timber. In the event the Property or any part of the Property is subject to an existing surface lease, any and all damages sustained by the existing surface tenant to crops, timber or other property belonging to the surface lease tenant as a result of the Grantee's use of this Temporary Access Road Easement, shall, following payment from Grantee to Grantor hereunder, be promptly remitted to the surface tenant by Grantor.
- 3. Grantor understands and agrees that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.
- 4. This Temporary Access Road Easement shall be interpreted, enforced and governed under the laws of the State of Ohio. Venue for any dispute arising under this Temporary Access Road Easement shall be proper in either a state court in the county where the Property is located, or the Ohio federal court having jurisdiction over the county in which the Property is located.
- 5. The undersigned, states, affirms and certifies as of the date hereof that the undersigned is the legal owner of the Property and is authorized pursuant to the laws of the State of Ohio to execute, acknowledge and deliver this Temporary Access Road Easement in the Property of Grantor. If Grantor is married and holds title to the Property in his or her name only, his or her spouse is signing this Temporary Access Road Easement to release dower in the property rights granted and conveyed herein.
- 6. The execution, delivery, and performance of this Temporary Access Road Easement have been duly and validly authorized by all requisite action, corporate or otherwise, on the part of the Grantor.
- 7. From time to time, and at the request of Grantee, the Grantor (without additional consideration) shall execute and deliver such additional documents and instruments which are necessary or appropriate to effectuate and perform the provisions of this Temporary Access Road Easement.
- 8. At the end of this Temporary Access Road Easement, Grantee agrees to restore the road as nearly as is practicable to the original, prior condition.

[Signatures begin on following page]

	Frantor executes this Temporary Access Road
Easement this 15 day of FEBRUAL 201	6.
	Grantor:  X David D. Spence
en garage	•
er fr	
ACKNOW	LEDGMENT
STATE OF OHTO	
<b>↓</b> ss	
COUNTY OF MEDICAL	
of identification, which was Buven Li	6, before me, the undersigned notary public,  Sprice who proved to me through satisfactory evidence conse , to be the person(s) whose name(s) nument, and acknowledged to me that she/he/they
signed it voluntarily, for its stated purposes.	1
	Without the
	Notary Public
Nichael Dead Line	My Commission Expires:
Notary Public State of Ohio  My Commission Expires	
My Commission Fire	
Sentember 1 2020	

This instrument prepared by: Jeff Dehner, Esq., 6050 Oak Tree Blvd, Suite 200, Independence, Ohio 44131







### 2016OR004848

COLLEEN M. SWEDYK
MEDINA COUNTY RECORDER
MEDINA, OH
RECORDED ON
03/11/2016 1:22 PM

REC FEE: 124.00 PAGES: 15 DOC TYPE: EASE

COUNTY RECORD

COLLEEN M. SWEDYK

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# **RECORD AND RETURN TO:**

NEXUS Gas Transmission, LLC Attention: Right-of-Way Department P.O. Box 490 Sharon Center, OH 44274

Tract No: OH-ME-176.0000 OH-ME-177.0000

> OH-ME-177.0000-TAR-17-75.8 OH-ME-000.0000-SA-15-SPRD2

State: Ohio

## **GRANT OF EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS: that the undersigned Sophie A. Stafinski, widow and not remarried, having a mailing address of 7116 Norwalk Road. Medina, Ohio 44256, (hereinafter called "Grantor", whether one person or more than one), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by NEXUS GAS TRANSMISSION, LLC, a Delaware limited liability company, having a principal place of business at 5400 Westheimer Court, Houston, Texas 77056 (hereinafter called "Grantee" or "NEXUS"), does hereby give, grant and convey unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, an exclusive, fifty foot (50') wide permanent right-of-way and easement for the purpose of laying, constructing, maintaining, operating, altering, replacing, repairing, watering up, dewatering, changing the size of (with the same or smaller size pipeline), relocating within the Easements. abandoning and/or removing one (1) underground pipeline having a nominal diameter of thirty-six inches (36") or less, together with such above- or below-grade valves, fittings, meters, tie-overs, cathodic/corrosion protection, electrical interference mitigation, data acquisition and communications lines and devices, electric lines and devices, pipeline markers required by law, and other appurtenant facilities (collectively, the "Pipeline Facilities"), all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof, over, under, across, and upon the following described land (the "Easement") situated in the City/Township of York, County of Medina, and State of Ohio, more fully described and referred to as:

Being a portion of the land described as 42.5597 acres of land, more or less, and known as being part of Lot No. 10, Tract 3, and Lot No. 15, Tract 2, situated in York Township, County of Medina, State of Ohio, being more particularly described in that certain deed dated November 18, 2004 from Sophie A. Stafinski, widowed, to Sophie A. Stafinski, Transfer on Death to Jeanette Krebs, married, and Thomas A. Stafanski, married, recorded in Instrument No. 2004045018 of the Official Records of Medina County, Ohio, to which reference is herein made for a more complete description. (the "Property"). Parcel No. 045-05C-04-021

The Easement across the Property of Grantor is more particularly shown on the plan entitled, Exhibit "A", Drawing No. OH-ME-176.0000, dated 10/21/2016 ("Drawing") attached hereto as Exhibit A and made a part hereof.

- Notwithstanding anything to the contrary as shown on the Drawing, the permanent and exclusive easement rights granted to Grantee shall extend to and include contiguous public or private roads and ways to the full extent of Grantor's interest therein for the purpose of ingress and egress to the Easement.
- Also included in this Grant of Easement is the use of the following if and to the 2. extent shown on the Drawing: (a) temporary access roads (the "Temporary Access Road", whether one or more) to access the Temporary Work Space (as herein defined) and the Easement; (b) temporary work space (the "Temporary Work Space") adjacent to and generally parallel with the Easement for construction, operation and maintenance of the Pipeline Facilities. Grantor's granting of the Temporary Access Road and Temporary Work Space to Grantee shall be on an exclusive basis during the full term of twenty-four (24) months from the start of construction of the Pipeline Facilities on the Property. Grantor shall grant no third party any right to use the Temporary Access Road or Temporary Work Space prior to the expiration of Grantee's exclusive term to use the Temporary Access Road and/or Temporary Work Space. Grantee intends to use the area described on Exhibit "A" attached hereto as "Exhibit A" for the purposes of storing, bending, welding and testing of pipe and for valve and other appurtenant facility assembly operations, and for storing of other pipeline-related materials including, but not limited to, construction equipment (the "Staging Area"). The Staging Area may also be used for the following purposes: parking of vehicles including trucks, vans and construction equipment, the rights of ingress and egress to and from the Staging Area for enjoyment of Grantee's parking rights, the temporary storage of soils during the construction of Grantee's pipeline project, fabrication, material storage, painting of equipment and related pipeline construction activities. Vehicles may be owned or operated by individual agents or employees of the Grantee or its contractors or private parties. Grantee and its contractors may also set up, operate and maintain portable office trailers with associated electric power and telephone

services on the Staging Area during the term of these twenty-four (24) months from the start of construction to facilitate Grantee's pipeline construction and restoration operations.

- Grantee shall have all other rights and benefits necessary or convenient for the 3. full enjoyment and use of the rights herein granted, including, but not limited to, the right, to be exercised at any time in Grantee's sole and absolute discretion, to remove, clear and to keep clear all buildings (including, but not limited to, sheds, garages, and other structures, whether on foundations or not), walls or similar structures, above- or below-ground swimming pools. decks, rocks, trees, brush, limbs, and other obstructions including, but not limited to, pipelines and conduits within the Easement, Temporary Access Road and Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Access Road and Temporary Work Space as to the Temporary Work Space and Temporary Access Road only) that may interfere with the Grantee's use of the Easement, Temporary Access Road and Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space and Temporary Access Road as to the Temporary Work Space and Temporary Access Road only), and the free and full right of ingress and egress, over and across said Easement, Temporary Access Road and Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space and Temporary Access Road as to the Temporary Work Space and Temporary Access Road only). Subject to the terms of this Grant of Easement, after construction and installation of the Pipeline Facilities is completed, Grantor may plant crops (but in no event trees) within the Easement and harvest the same from time-to-time.
- 4. Grantor and Grantee agree that the consideration for this Grant of Easement includes payment for the value of the rights granted to Grantee by Grantor, and all damages of every kind and character and clean-up costs for initial construction and installation of the Pipeline Facilities including damages to growing crops and timber, and the reestablishment of growing crops. Grantee shall pay Grantor the fair market value for any and all damages to growing crops, cultivated land, pasturage, timber, fences, drain tile, or buildings of Grantor resulting from the exercise of the rights herein granted subsequent to the initial construction of the Pipeline Facilities; provided, however, that after the Pipeline Facilities have been constructed hereunder, Grantee shall not be liable for damages in the future caused by keeping the Easement clear of trees, undergrowth, brush, structures, or any other obstructions. In the event the Property or any part of the Property is subject to an existing surface lease, any and all damages sustained by the existing surface tenant to crops, timber or other property belonging to the surface lease tenant as a result of the Grantee's use of this Grant of Easement, shall, following payment from Grantee to Grantor hereunder, be promptly remitted to the surface tenant by Grantor.
- 5. The pipeline shall be buried to at least the minimum depth required by applicable laws and regulations.

- 6. Grantor shall not grade, excavate, fill or flood the Easement, Temporary Access Road and/or Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space and Temporary Access Road, as to the Temporary Work Space and Temporary Access Road only) without obtaining the Grantee's prior written consent, which may be withheld in Grantee's sole discretion.
- 7. Grantor shall retain any interest which Grantor has in and to the oil, gas, and other minerals in, on and under the Easement; provided, however, that if Grantor owns such minerals, Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easement, but it will be permitted to extract the oil and other minerals from and under the Easement by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the purposes for which the Easement has been acquired by Grantee.
- 8. The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged and mortgaged, and shall be appurtenant to and run with the land and be-binding upon and inure to the benefit of the Grantee and its successors, assigns, heirs and legal representatives.
- 9. The failure of Grantee to exercise or any delay of Grantee in exercising any rights herein conveyed in any single instance or from time to time shall not be considered or construed as a waiver of such right or rights and shall not bar Grantee from exercising such right or rights, or, if necessary, seeking an appropriate remedy in conjunction with the exercise or violation of such right or rights from time to time.
- 10. Grantor understands and agrees that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.
- 11. This Grant of Easement shall terminate, or be deemed to have terminated, if and only if (i) the Federal Energy Regulatory Commission, or its successor agency, has issued an authorization for Grantee to abandon the Pipeline Facilities or (ii) Grantee notifies Grantor in writing of its intent to terminate this Grant of Easement. In the event of any such termination and upon the written request of Grantor, Grantee shall furnish Grantor with a release of the Grant of Easement.
- 12. Any and all written notices to which the parties shall be entitled hereunder or under any law, statute, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Grant of Easement is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses shown below, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and

sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for herein.

a) Grantor and Grantee designate the following persons and addresses for all notices and information to be delivered hereunder:

Grantor: Sophie A. Stafinski

7116 Norwalk Road, Medina, Ohio 44256

Grantee: NEXUS Gas Transmission, LLC,

5400 Westheimer Court, Houston, Texas 77056

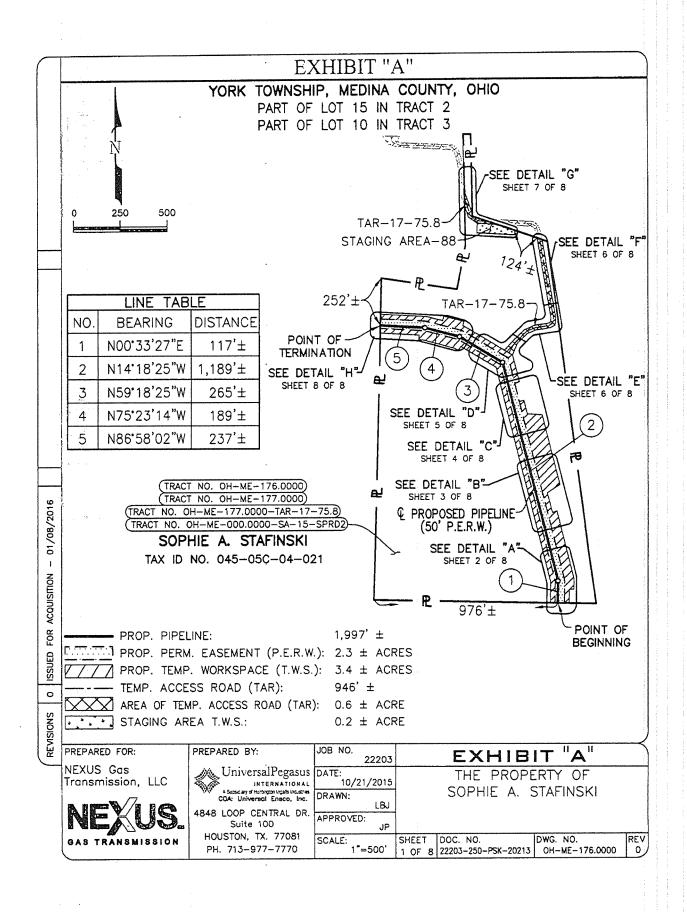
- b) Such persons, addresses may be changed by the respective party by delivering written notice of such change to the other party.
- 13. This Grant of Easement shall be interpreted, enforced and governed under the laws of the State of Ohio. Venue for any dispute arising under this Grant of Easement shall be proper in either a state court in the county where the Property is located, or the Ohio federal court having jurisdiction over the county in which the Property is located.
- 14. The undersigned, states, affirms and certifies as of the date hereof that the undersigned is the legal owner of the Property and is authorized pursuant to the laws of the State of Ohio to execute, acknowledge and deliver this Grant of Easement in the Property of Grantor. If Grantor is married and holds title to the Property in his or her name only, his or her spouse is signing this Grant of Easement to release dower in the property rights granted and conveyed herein.
- 15. The execution, delivery, and performance of this Grant of Easement have been duly and validly authorized by all requisite action, corporate or otherwise, on the part of the Grantor and Grantee.
- 16. From time to time, and at the request of Grantee, the Grantor (without additional consideration) shall execute and deliver such additional documents and instruments which are necessary or appropriate to effectuate and perform the provisions of this Grant of Easement.

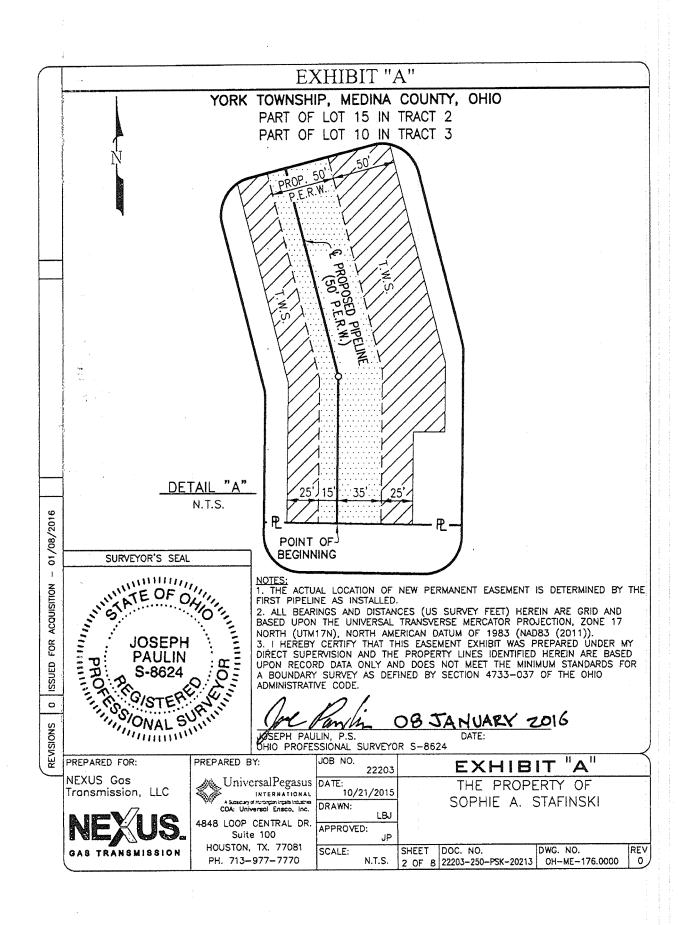
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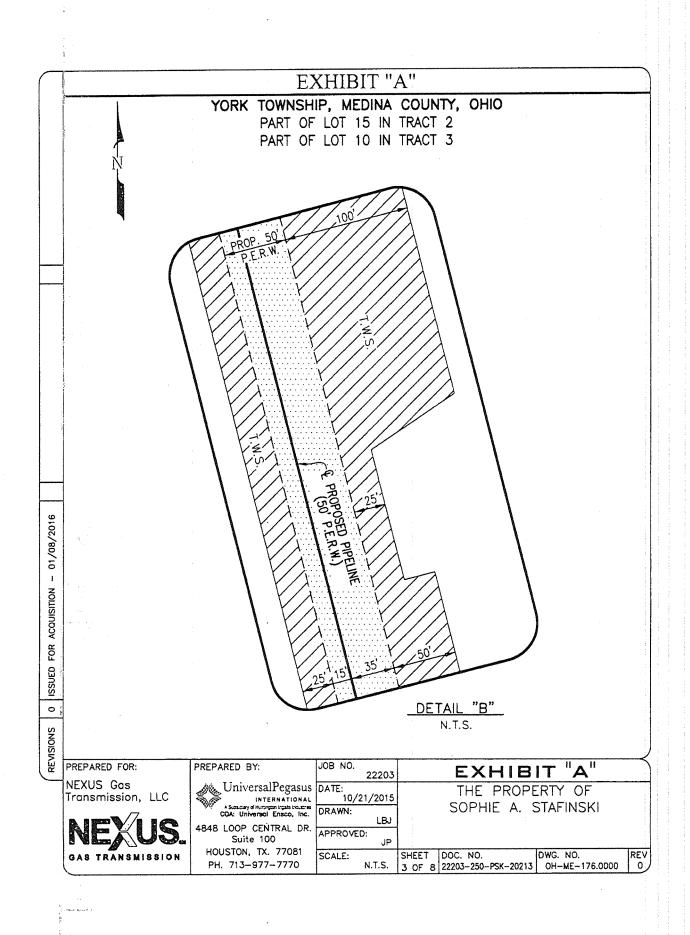
IN WITNESS WHEREOF, Grantor executes this Grant of Easement this 8
day of Merk , 2016.  Grantor:
X Sophie · a · Stafinski Sophie A. Stafinski
Sophie A. Stafinski
ACKNOWLEDGMENT
STATE OF Ohio
STATE OF Oh. o  STATE OF Oh. o  SS  COUNTY OF Modrif
COUNTY OF 7/3/3/04
On this day of Mark, 2016, before me, the undersigned notary public,
nargonally anneared Santie A Strategy
(marital status: which was balles Lieuge 155 Cano, to be the person(s) whose name(s)
is(are) signed on the preceding or attached document, and acknowledged to me that she/he/they signed it voluntarily, for its stated purposes.
signed it voluntarily, for its stated purposes.
Michael Brent Hays  Michael Brent Hays
Notary Public (My Commission Expires:
My Commission Expires

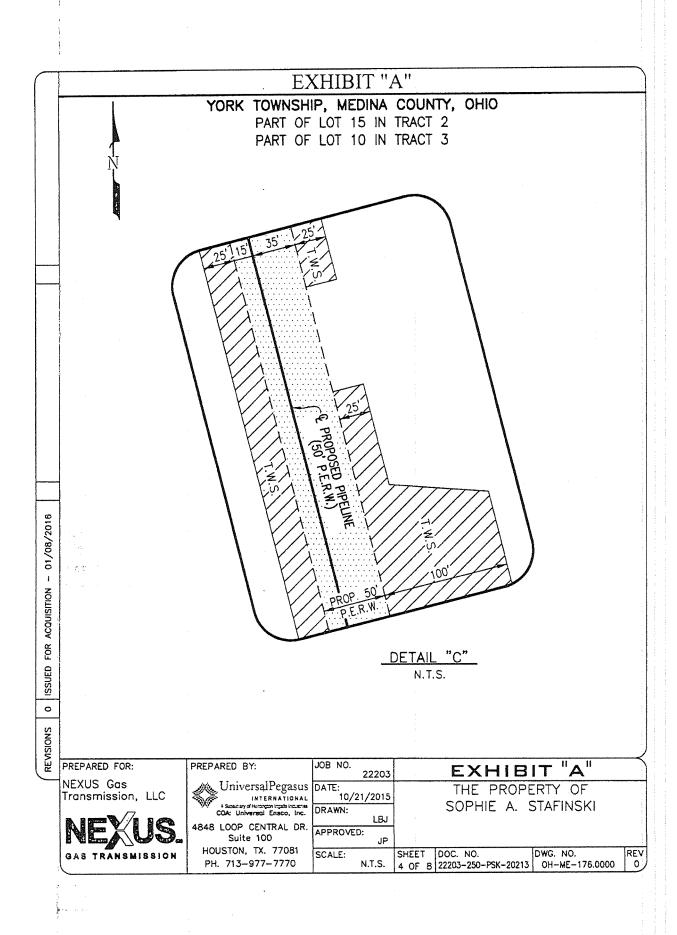
This instrument prepared by: Jeff Dehner, Esq., 6050 Oak Tree Blvd, Suite 200, Independence, Ohio 44131

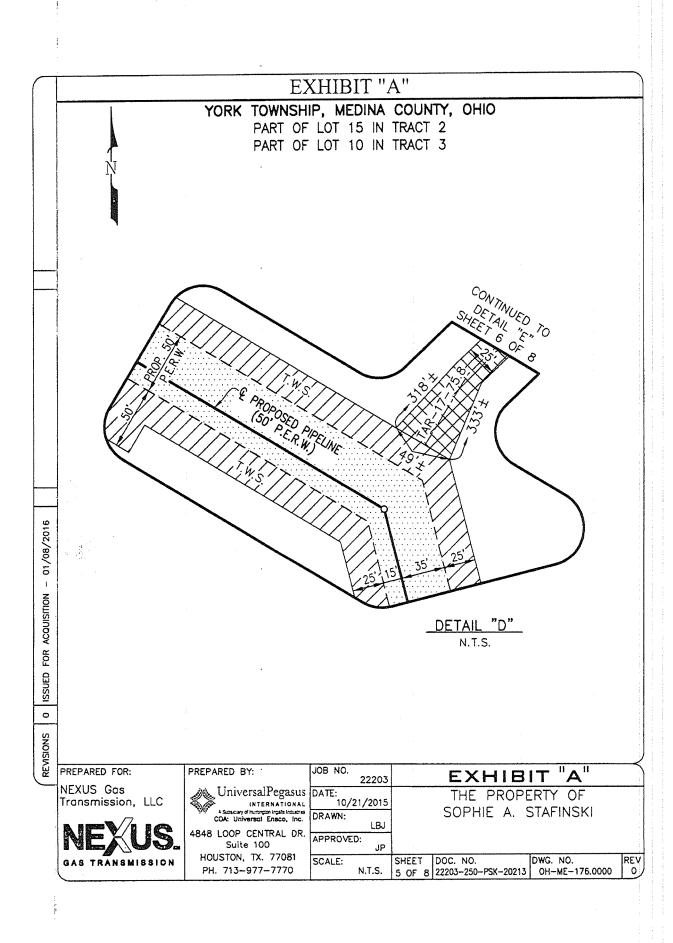
September 1, 2020

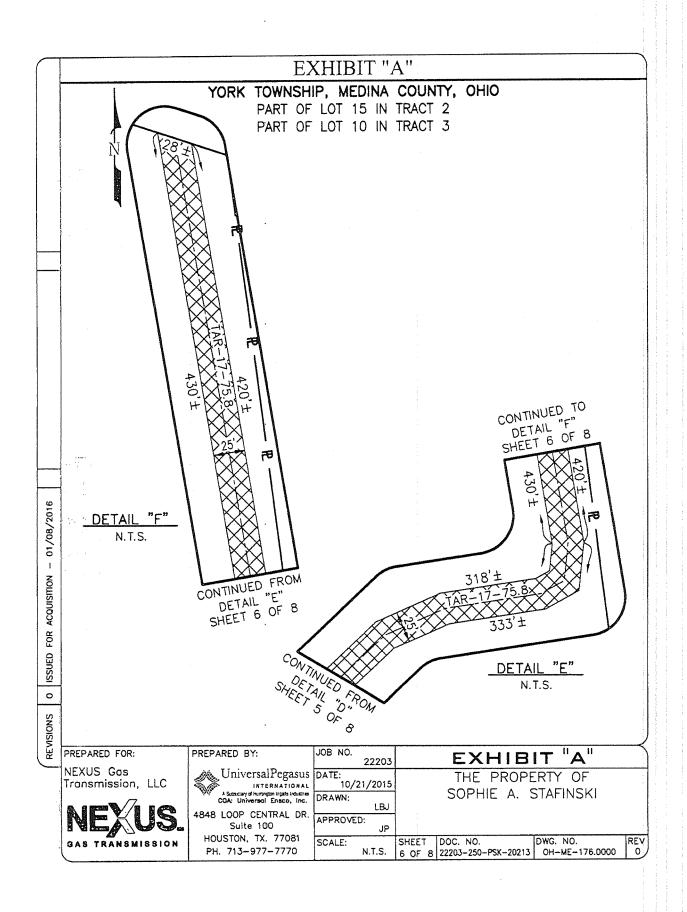


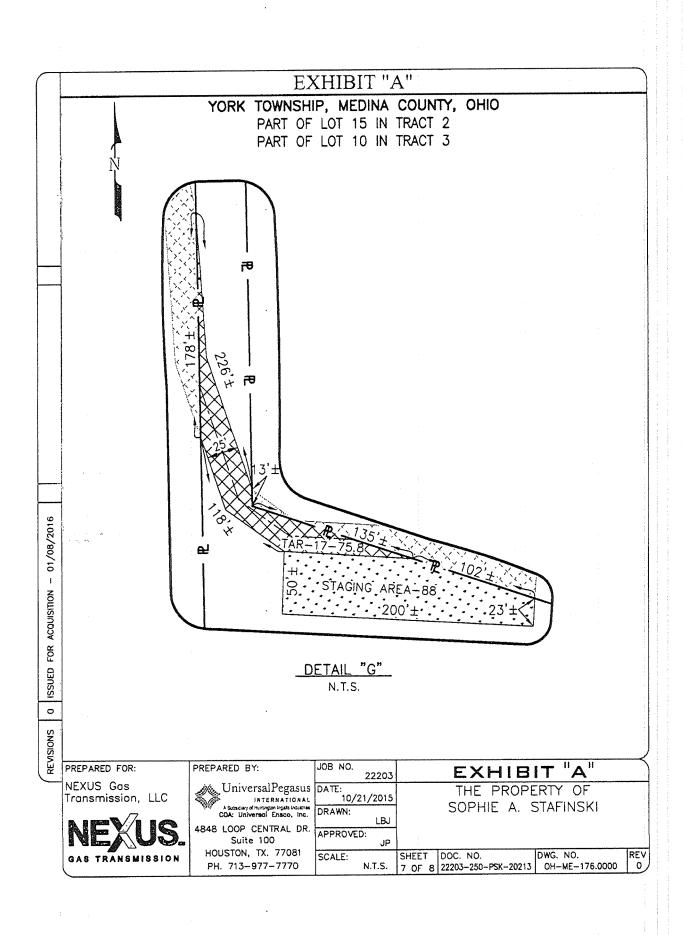


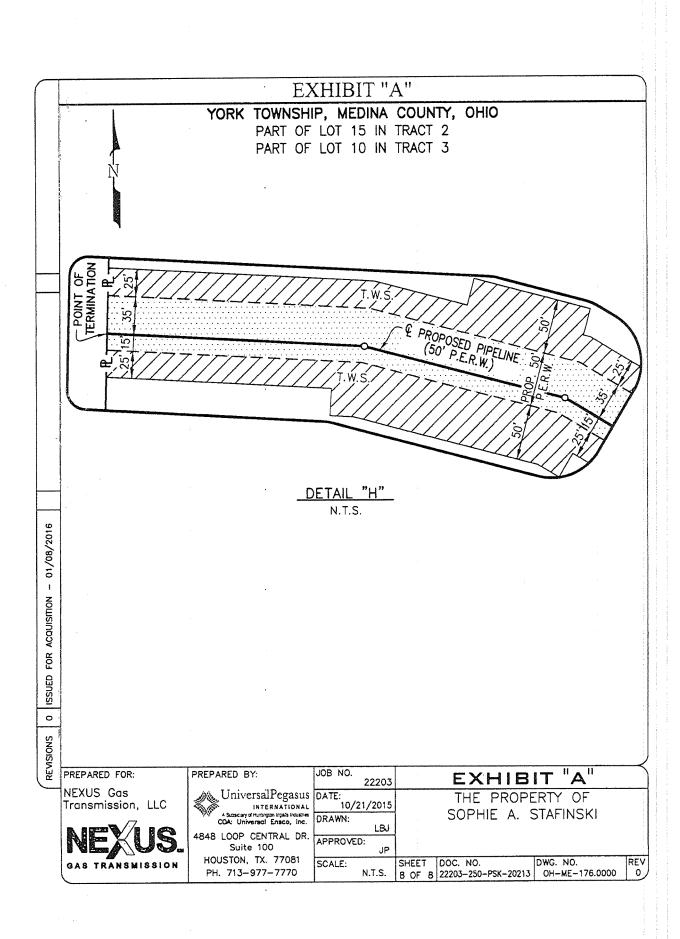
















20230R005134

LINDA HOFFMANN
MEDINA COUNTY RECORDER
MEDINA, OH
RECORDED ON
04/13/2023 11:32 AM

REC FEE: 90.00 PAGES: 9 DOC TYPE: AGREE

E COUNTY RACORDER

# LINDA HOFFMANN

(DO NOT REMOVE THIS COVER SHEET. THIS IS THE FIRST PAGE OF THIS DOCUMENT)

AGRE	AGREEM EMENT FOR 1			ONAL LIN					CASE
	EEMENT (here								
NAME OF	LANDOWNER	(AND SP	OUSE IF A	NY): Jeani	iette :	Krebs and	l Thomas	Stafinski	
LANDOWN	ER MAILING	ADDRES	S: 23920 S	. Glenburn	Dr.,	Sun Lake	s, AZ 852	48	
Hereinafter	called "Landov	vner", who	ther one o	r more, and					
TRANSMIS	SION COMPA	NY: Colu	mbia Gas '	<b>Fransmissi</b>	n, Ll	LC, a Dela	ware lim	ited liability	company
WITH AN A	ADDRESS OF:	700 Louisi	ana St., Su	ite 1300, H	ousto	n, TX 770	02		
	called "Transm				,				
	, Landowner is TY DESCRIPT							na and Stat	e of Ohio
	nown as being								- 1
	NUMBER:	1		dated 4/21				COUNT	
	C-04-021		i by a deed	uateu 4/21		, or record		Medin	
STATE	DEED '			Recorded i	n:			E NUMBER:	;
OH	Transfer of I	······································	d					2OR009144	
	NTIFIED AS SE	RVICE A	DDRESS:	7116 Norw	alk R	kd, Medin	a, OH 44	256	
PSID NO.: 2									
	, Landowner or								
	ed local distribu								
	ner for resident								
WHEREAS	, equipment is : or	requirea e	on a pipein	ne racinty (	of no	rage wen	racinty (	wired by I	Tansinission
	Landowner fro				UI HA	itut at gas	sei vice s	appaca by i	Jisti ibution
LINE		LL NO.:	HIJSIOH COL	inpany 5			<del></del>		
SLW9									
	is is not								
	Company to ta				mpar	y tap on	Landowr	ier's behalf	pursuant to
the terms of	the following le	ase (the "	Lease") gra	inted by:					
Yah	n Stafinski et ux		DAT	ŒD:	of -	ecord in	CO	UNTY	STATE
3010	u Staimiski et ux	-		1956	01.1	ccoru m	M	edina	ОН
TYPE	Recorded in:	!	OLUME	PAGE			2153	781-000	
Lease		7	3L	166			-100		

Landowner and Transmission Company, for themselves and their heirs, successors and assigns, mutually acknowledge, understand, and agree to the following terms and conditions:

- 1. Landowner understands and agrees that the Lease remains in full force and effect. Landowner understands and agrees that one or more prior overburn agreements may have been executed by and between Landowner or a Landowner predecessor, and Transmission Company and/or Distribution Company (collectively, whether one or more, the "Overburn Agreement"), which may remain in full force and effect by its terms.
- 2. Landowner's right to receive gas is derived solely from the Lease, and the delivery of gas by Transmission Company to Distribution Company for use by Landowner is not to be construed as a recognition of Landowner's right to be supplied with gas under any other condition or circumstances.
- 3. Interconnection with Distribution Company will be made possible at the sole discretion of Transmission Company by a tap installed on its pipeline or storage well, and only when and for so long as the rendition of Distribution Company's service will not adversely affect the primary function of the storage or transmission pipeline or storage well from which Landowner is served.
- 4. Landowner understands and agrees that before work will be commenced by Transmission Company to install any facilities necessary for the point of interconnection with Distribution Company hereunder, Landowner must: (i) agree separately with Distribution Company for the direct delivery of gas to Landowner and for furnishing, installation, ownership, maintenance, and operation of the service regulator(s), the meter(s), all related fittings, and any equipment listed in paragraph 13 as the responsibility of Landowner or Distribution Company, and to perform the associated services in the handling of the Landowner's account(s), including the collection of any monies due from Landowner; (ii) furnish and lay any house line(s) used for the safe and practical transporting and controlling of gas from the Distribution Company's equipment to Landowner's premises; and (iii) if necessary, procuring any easements or land rights across property not owned by the Landowner that may be required for the laying, use, and maintenance of the Landowner's house line(s).
- 5. Service is provided by Distribution Company to Landowner only because Transmission Company makes the gas available to Distribution Company for resale to Landowner; and Landowner understands that Transmission Company does not hereby agree to serve Landowner directly, either now or at any time in the future. Such service to Landowner by Distribution Company is made subject to the absolute right of Transmission Company to discontinue such service via Distribution Company, upon thirty (30) days' notice, for any reason, including, but not limited to, the following reasons:
  - (a) When the storage or transmission pipeline or storage well of Transmission Company serving Landowner via Distribution Company is no longer deemed necessary by Transmission Company.
  - (b) When the supply of natural gas contemplated by Transmission Company for service to Landowner via Distribution Company becomes depleted or exhausted.
  - (c) When the volume or pressure on such Transmission Company pipeline or storage well is reduced to a level which Transmission Company deems unsatisfactory to maintain service to Landowner via Distribution Company, or to fulfill the other purposes of such pipeline or storage well.
  - (d) Whenever Landowner's right to take gas pursuant to the terms of the Lease terminates or no longer exists.
  - (e) Whenever Transmission Company elects to relocate, reclaim or abandon its pipeline or storage well.
  - (f) Whenever Distribution Company is unwilling or unable to continue service to Landowner and Landowner has not procured local distribution service from a qualified replacement distribution company.
- 6. Whether gas is delivered to Landowner hereunder directly from a storage well covered by the Lease, or in lieu thereof from a pipeline, Landowner hereby releases and discharges Transmission Company from any and all claims arising in any way from the quality of the gas delivered hereunder, or from the use Landowner makes of the gas. Landowner further agrees to and does hereby indemnify and save harmless Transmission Company from any and all suits or claims for damage that may be brought by any other person arising in any manner from the use Landowner makes of the gas.
- 7. The volume of gas to which Landowner is entitled free of cost under the Lease is 300,000 cubic feet annually. For all overburn gas, that is, gas delivered hereunder in excess of the free gas volume, Landowner agrees to pay therefore at Distribution Company's applicable rate. If any amount due on account of delivery of overburn gas

becomes delinquent, the delinquency or any part thereof may be deducted from subsequent rentals or royalties due from Transmission Company to Landowner under the Lease and/or may result in shut off of the delivery of gas to Landowner.

- 8. Transmission Company may, without notice to Landowner, interrupt or discontinue the delivery of gas to Landowner via Distribution Company, whenever in its sole judgment such action is essential to the preservation or conservation of the health, safety or property of Transmission Company, its employees, Landowner or the public generally. Landowner further agrees that Transmission Company shall have the right, without notice, to shut off the gas at any time (i) for repairs; (ii) for want of gas supply; (iii) for any violation of this Agreement by Landowner; (iv) in the event that gas service hereunder was secured by Landowner's misrepresentation; (v) for use of gas by any consumer other than Landowner or Landowner's tenant as the one consumer on Landowner's premises; (vi) for non-payment of bills when due to Distribution Company for overburn gas; and/or (vii) for manipulation of Transmission Company's facilities.
- 9. Landowner understands and agrees that should Transmission Company's obligation to provide free gas under the Lease terminate for any reason or should the provision of free gas be discontinued pursuant to this Agreement, that Transmission Company shall have no obligation to provide Landowner with free gas or pay gas and Landowner releases and absolves Transmission Company from any such claim, liability or obligation arising therefrom.
- 10. Transmission Company makes no warranty, express or implied, as to the length of time such natural gas or physical facilities for the contemplated service will be available.
- 11. Landowner covenants that Landowner's service hereunder will be surrendered upon request of Transmission Company and in accordance with the terms of this Agreement, and further covenants that should Landowner refuse to surrender the service upon request so as to delay or impede Transmission Company in removing said pipeline or storage well from service, or so as to cause Transmission Company to operate or maintain said pipeline or storage well in an inefficient manner in order to maintain service to Landowner via Distribution Company and to fulfill the other purposes, if any, of said pipeline or storage well, such action shall constitute a breach of this Agreement; and Landowner shall thereupon be liable in damages to Transmission Company for its costs from time to time incurred in consequence of such breach hereof.
- 12. In consideration of the premises, Landowner hereby grants to Transmission Company an easement for a site, acceptable to it, for the location of a Transmission Company service line from Transmission Company's pipeline or storage well to the first shut off valve or aboveground appurtenance prior to the first regulator which serves Landowner's meter(s), as may be required, at a point not to exceed twenty (20) feet from the pipeline of Transmission Company. At Landowner's own cost, and expense, Landowner shall furnish, lay, connect and maintain the house lines used for the safe and practical transporting and controlling of gas to be served, and install meter and regulator protection from external forces, when required. Transmission Company agrees to furnish, install and maintain the necessary Transmission Company service line from its pipeline or storage well.
- 13. Landowner acknowledges and agrees that Landowner and/or Distribution Company shall furnish, install, own, maintain, and operate, at their own cost and expense, the meter(s), fitting(s), service regulator(s), meter and regulator protection from external forces, when required, and any necessary heater(s), gas cleaning equipment, odorization equipment, odorant, and/or high-pressure service regulator(s), as well as all other equipment necessary for the distribution of gas to be supplied, as well as any equipment past the first shut off valve prior to the first regulator which serves Landowner's meter(s). Transmission Company shall pay costs associated with the following: (i) installation of the tap to establish service for Landowner via Distribution Company; and (ii) installation of the service line from Transmission Company's pipeline or storage well to the first shut off valve or aboveground appurtenance prior to the first regulator which serves Landowner's meter(s). Landowner agrees to maintain, at Landowner's own cost and expense, the house lines and installed meter and regulator protection from external forces, when required, in an operating condition satisfactory to its Distribution Company. All material furnished by either Landowner or Distribution Company or Transmission Company may be reclaimed and removed from the premises by the party owning same at the termination of this Agreement.

- 14. Landowner agrees to notify Distribution Company of all problems arising out of any variations in the pressure of gas in the house lines as well as defects in pipe, connections or appliances, the escape or leaking of gas, the sticking of valves or regulators and other irregularities incident to the service equipment of Landowner.
- 15. Transmission Company shall have access at all times to all Transmission Company's facilities herein provided for, for the purpose of determining whether such facilities are in proper condition and operated in accordance with this Agreement, and with Transmission Company's then-applicable rules and regulations, as they exist from time to time, which shall also apply to this Agreement and are hereby specifically made a part hereof by reference.
- 16. An all times, Landowner agrees to service, repair and maintain in good and safe condition all lines, fixtures, appliances, and equipment owned by or installed by Landowner and/or Distribution Company hereunder. Landowner further agrees to hold Transmission Company harmless from any and all liability imposed against it arising from Landowner's and/or Distribution Company's use, maintenance, repair or ownership of the same.
- 17. Landowner understands, and by the execution of this Agreement specifically agrees, that the natural gas service to be supplied by Distribution Company to Landowner, which is derived solely from the Lease, contemplated herein is a private contractual arrangement and is not utility service subject to public regulation and that nothing herein contained shall be construed as implying an intention or "holding out" on the part of Transmission Company to serve the public in the area generally, or to dedicate any of its facilities or gas transported on its facilities for public use or service. Landowner acknowledges and agrees that Transmission Company is subject generally to federal regulation, and that this Agreement is subject to any lawful governmental order applicable thereto.
- 18. As Landowner's right to receive a tap on Transmission Company's facilities and gas under the Lease may not be exclusive to Landowner, service via Distribution Company from the tap must be established during a period of one (1) year from this Agreement date. If service is not established within that one (1) year period, this Agreement shall be null and void, and Landowner will have to reapply for a gas tap and gas under the Lease. Additionally, during that one (1) year period, if service has yet to be established and another person who holds a similar, non-exclusive right to receive a tap or gas, provided by the Lease, makes a request to receive a tap, then the Landowner shall have thirty (30) days to establish service via Distribution Company. If service is not established within that thirty (30) day period, this Agreement shall be null and void.
- 19. If the Landowner removes from or is about to vacate the premises, he shall at once notify:

Columbia Gas Transmission, LLC
Attn: Land Services
700 Louisiana St., Suite 1300
Houston, TX, 77002
Phone No.: 1-877-287-1782
landowners@tcenergy.com

Landowner shall be responsible for gas used on the premises until such notice is received.

- 20. Transmission Company shall have the right to terminate this Agreement (except for Landowner's duty to pay for overburn gas theretofore consumed pursuant to paragraph 4 or 7 hereof) at any time after the interest of Landowner is transferred, whether by assignment of Landowner's interest in the Lease, by abandonment, or by other operation of law.
- 21. If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect to the maximum extent consistent with the intent of this Agreement and as permitted by law.
- 22. Each party and signatory to this Agreement represents and warrants to the other party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement. Landowner binds itself, its heirs, successors, assigns, executors, administrators, and legal representatives to warrant and forever defend the interests and rights conveyed herein unto Transmission

- Company, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.
- 23. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.
- 24. This Agreement and any exhibits attached hereto, along with the Lease and any prior Overburn Agreement (if applicable), constitute the full and entire agreement of the parties regarding the subject matter hereof and supersede all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]

march , 2023	es have hereunto set their hands this day of
	LANDOWNER AND CO-LANDOWNER (IF ANY):
•	Mon Afili
	Thomas Stafinski
	glannette Grebe
	Jeannette Krebs
ACKNOW	LEDGMENT OF LANDOWNER
STATE OF OND	
COUNTY OF AShima, to-wit:	
Before me, the undersigned officer, the person described in and who executed th his/her free act and deed.	personally appeared <u>Thomas Stafinski</u> , known or proved to me to be e foregoing instrument, and acknowledged that he/she executed it as
	Given under my hand and official seal this Uthday of MUU, 2023
WARRIAL SALL	
CIARA BIGGS Notary Public, State of Ohio	My commission expires
Richland County	
My Commission Expires February 11, 2025	Notary Public
STATE OF <u>Ovilono</u> , to-wit:	
COUNTY OF paricopa, to-wit:	
the person described in and who executed the	personally appeared <u>Jeannette Krebs</u> , known or proved to me to be the foregoing instrument, and acknowledged that he/she executed it as
his/her free act and deed.	and
	Given under my hand and official seal this 3th day of much, 2023
	My commission expires $8 \cdot 30 \cdot 34$ .
JACKIE DEANER Notary Public - Arizona Maricopa County	James Seanes
Commission # 586467  My Comm. Expires Aug 20, 2024	Nothry Public

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COLUMBIA GAS TRANSMISSION, LLC, a Delaware limited liability company

By: Becca Warnick Its: Authorized Signor

ACKNOWLEDGMENT OF TRANSMISSION COMPANY

COUNTY OF Jackson

Before me, the undersigned officer, personally appeared Becca Warnick, who acknowledged himself/herself to be the Authorized Signor of Columbia Gas Transmission, LLC, a Delaware limited liability company, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this 3rd day of April, 2023.

NOTARY PUBLIC STATE OF WEST VIRGINIA Karen Balis 8520 Parkersburg Rd Sandyvae, WV 25275

My commission expires February 13, 2027

COLUMBIA GAS TRANSMISSION, LLC, a Dlaware imited liability company

By: Jonathan Young

Its: Land Manager-U.S. Land Services East

### ACKNOWLEDGMENT OF TRANSMISSION COMPANY

STATE OF WIST VIRGINIA COUNTY OF KONOWINA to-wit:

Before me, the undersigned officer, personally appeared <u>Jonathan Young</u>, who acknowledged himself/herself to be the <u>Land Manager-U.S. Land Services East</u> of Columbia Gas Transmission, LLC, a Delaware limited liability company, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this 28 day of Mar, 2023

My commission expires July 27, 2025

[SEAL]

Omanda J. Pecka Notary Public



Prepared by:

Columbia Gas Transmission, LLC ATTN: Land Services 700 Louisiana St., Suite 1300 Houston, TX 77002

After recording return to: Ohio Valley Acquisition 8520 Parkersburg Rd Sandyville, WV 25275

Page 1 of 1

Medina

Tax Detail Report

May 7, 2025

1:43 PM

2024 Pay 2025

Owner: STAFINSKI THOMAS &

Report Generated For Property: 045-05C-04-032 Payment Dates/Surplus: 02/07/2025

Adjust															
2nd Half	2,355.14	1,152.38	112.19				1,090.57		1,090,57	-	1,090.57	0.11	1,090.68	7,090,57	1,090.57
Adjust								0.01		-					
1st Half	2,355.14	1,152.38	112.19				1,090.57		1,090.58	1,090.47	0.11		0.11	1,090.58	0.11
Adjust									-						
Prior Delq														00.0	0.00
Real Property	Charge	Credit	Non Bus Credit	Own Occ Credit	Homestead	ChildCare Credit	Net Tax	Penalty	Net Owed	Paid	Net Due	Prev. Column	Half due	Total Net Owed	Net Balance

2,181.15 Total Owed

**Total Paid** 

2,181.15

**Grand Total Owed** 

**Grand Total Paid** 

1,090.47

1,090.47

Net Total Owed **Grand Total Owed** 

1,090.68

1,090.68

Public Inquiry - STAFINSKI THOMAS &	- 7116 NORWALK RI	MEDINA OH 442	56				- 0	$\times$
<u> Eile Edit View Applications Tools W</u>	(indow <u>H</u> elp							
jg 30 💝 🤌 🙆 🖟 🖺 🛍	1 [2 ] n #	<b>納</b> 介 具 2024F	Pay 2025 🔻	9 <b>k</b> ? ■ X				
田奇 General Maintenance	Real type	Real	——————————————————————————————————————	Propert	y number   045-05	C-04-032	nan minintan makan muhat saka kumuluk 200 mininta Antari kanan	
- abite ridginy	Base Informa	ation 7 Tax	Special /	Assessment Payoff	1			
	Property Class	111-Cash-grain/c	general/C.		Market	Assessed	CAUV	
	Tax Set	045-YORK TWP	-BUCKEY	Land Value	371650	130080	30670	
	School District	5203-BUCKEYE	LSD (MED	lmpr Value	71520	25030	25030	
	State District	430		Total Value	443170	155110	55700	
	Owner name	STAFINSKI THO	IMAS &	mananinananinananinananinananinananinananinaninaninaninaninaninaninaninaninaninaninaninaninaninaninaninaninani				
		JEANETTE KRE	EBS			COR&TR2LOT1	5 NW COR	
	Address	810 TWP RD 251		State And State	41.9710AC			
		POLK, OH 44866		Age of the second secon				
	Rooms 5	Bed Rooms	2	Year Built 1992		SqFt 1560	NC/DBA	puspoliki esirek
	Full Bath 1	— Half Bath	0 T	otal Acres 41.97100	Front Fo	ootage	Abatement	graphic de entite
		Date An	nount	Туре	#Parcel(s)		TIF [	
	Sale Info. 10/0	1/2024 0		Combine Prop.	2		Pen. Remit.	nakis Chanakhur
	VId N	Convey # 4469	Deed No.	nauer			Exempt. Appl.	
	Taxpayer name	STAFINSKI THOI	MAS &	Contract	pre-sintributes estric	2.5%/STC	Annual Ta	×
		JEANETTE KREI		Bankruptcy	ganga copanaisa isar	Homestead	2,181.15	vanadinesi meni introdunta hakisali voli "
	Address	810 TWP RD 251		Tax Sale	Section of the Control of the Contro	Escrow	See Taxes Tab t details of taxes a	
		POLK, OH 44866	riumini avvidninistrini oli repuberriasi nivelohi videnti inavati avaite	Cert. Delq		BOR	other charges	
						de disemberado prima por Projectivo (prima prima de 1830 de 1880), en estado en estado prima de 1880 de 1880 d La compressa de la compresión de 1880 d		kalandari ANA Salahin WASAAN ASHA SALAH Malandari Salahin Salah Sa

## **Medina County Tax Map**

User: tta-dale #1 Date: Wednesday, May 07, 2025, 1:35 PM Map Scale: 1 Inch = 427 Feet North: North is Top Disclaimer Printed: Declined Medina Selected Parcel Numbers: County 045-05C-04-032 Highway Engineer 002 0005 0005 003057 0, 719.70 Section: Large I Lot: 15 40.87 980.00 298.50 .73 289.85 288 Ø .73 578.56 408 713.6 A 6.62 011 23.3660 36.4830 Ø 778.41 784.62 428.68 250.80 725.67 1173.90 4357 519.16 535.89 650.07 Settion: Large Lot: 0 Lot 15 25.1440 24.1108 Ŋ

STAFINSKI THOMAS & JEANETTE KREBS	<b>045-05C-04-032</b> PARCEL NUMBER	<b>8</b> MAP - ROUTING	CARD# 001 of 1 RECHECK N
045 BUCKEYE LSD (MEDI	7116 NORWALK RD		
PROPERTY DESCRIPTION TR 3 LOT 10 SW COR & TR 2 LOT 15 NW COR 41.9710AC	NEIGHBORHOOD 999999 999999 PROP TYPE 2 Dwelling PARCEL LUC 111 TRIENNIAL LAND % 134	TOPO ACCESS UTILITIES 3 Water & septic TRIENNIAL IMP % 123	COM/IND NBHD COM/IND TYPE
EFF FRONT ACTUAL SQFT FRONT EFF ACRE UNIT DEPTH BASE SIZE			
0 0	150 150		
0			
41.971			
CURRENT VALUE RECORD LAND IMPROVEMENT 371,650 71,520	TOTAL 443,170		
371,650 71,520 87 630 0	443,170 R7 630		
PERTY VALUE H IMPROVEMEN 71,52	+ <del>4</del>		
SALES HISTORY  IP TRN TYP SALE PRICE CONVY # VLD LO PREY  2 Combine Property 0 4469 N Y	LO PREV. OWNER		
MEDINA COUNT	MEDINA COUNTY - ANTHONY CAPRETTA, AUDITOR	RESIDENTIAL PR	RESIDENTIAL PROPERTY RECORD 2024

PARCEL ID 045-05C-04-032	.C-04-032		CARD# 001 of 1 ADDRESS 7116 NORWALK RD	ALK RD
OO P LEIGHT AGOLD	ATTIC TYPE 0 None	0	0 Feature Lines	
EXTERIOR WALL S0	2 1/2 Finished 3 3/4 Finished			
HEATING 10	4 Full Finished			
	ATTIC HEATED	z		
3 0	ACCOMODATIONS			
	Total Rooms   Bedrooms	2 2	2 Addition Lines	
31 No Heat 81 Solar 84 GEOTHEDMAI	Family Rooms Dining Rooms			
92 Baseboard	PILIMBING		02 EMP Enclosed Masonry P 396 1992	
AIR CONDITIONING	Full Baths	<del></del>		
0 None	Additional Fixtures			
1 Central Air			-	
BASEMENT 1	FINISHED LIV AREA 1,	1,560		
	FINISHED BSMT AREA			
2 Pt Crawl 3 Pt Basement	UNFIN LIV AREA			
4 Crawl 5 Full Basement	YEAR BUILT	1992		
6 Full Basement	EFF YEAR BUILT	1992		
	YEAR REMOD.			
	CONDITION A AV	>		
	GRADE	D+2	CI.	
	BSMT GAR CAR CAP			
	FIREPLACE	z	ENTRY CODE REVIEWER	DATE
	Stacks		1 THE	10/15/2024
1 Improvement Lines			OTHER IMPROVEMENTS	

SID TYPE DE	nein Lines DESCRIPTION	+O. S.I. T. C. C. I. T. W.		Α. <u>.</u>	YR EFF YR
03 15	Pole Garage	WITH/DIR LIH/HGI	AKEA n	3L1	DL: COND



Anthony P. Capretta
County Auditor
Medina County, Ohio
auditor.medinacounty.gov

### 5/7/2025

#### FIRST SKETCH LEGAL **OWNER** STAFINSKI THOMAS & JEANETTE KREBS **ADDRESS** 7116 NORWALK RD MEDINA OH 44256 12 EMP 312 sqft TR 3 LOT 10 SW COR & TR 2 LOT 15 NW COR 52 **DESCRIPTION** 02 EMP 396 sqft 41.9710AC 02 SCHOOL DIST BUCKEYE LSD (MEDINA CO.) TAX DIST 045 Pole Garage 720 sqft 30 **D**1 30 **ACREAGE** 41.9710 1 s Fr 1560 sqft VALUATION 12 **APPRAISED ASSESSED** 52 LAND 01 \$371,650.00 \$130,080.00 **IMPROVEMENTS** \$71,520.00 \$25,030.00 03 CAUV \$87,630.00 \$30,670.00 TOTAL \$159,150.00 \$55,700.00 TAXES SPECIAL ASSESSMENTS **TAXABLE VALUE** \$55,700.00 COUNT 0 **ROLLBACKS** NONE **DELINQUENT / BALANCE** \$0.00 / \$0.00 HALF (1ST / 2ND) \$1,090.58 / \$1,090.57 TOTAL / BALANCE \$0.00 / \$0.00 YEAR (TOTAL / BALANCE) \$2,181.15 / \$1,090.68 MOST RECENT SALES DATE BUYER SELLER #PARCELS PRICE VALIDITY 10/1/2024 STAFINSKI THOMAS & JEANETTE KREBS 2 \$0.00 NO LAND **IMPROVEMENTS** CODE FRONTAGE DEPTH ACREAGE SOFT **VALUE DESCRIPTION** BUILT DIMS VALUE 0 0 0 40.9210 0 \$233,350.00 Pole Garage 1985 24x30 \$6,640.00 0 0 0 1.0000 \$44,000.00 0 0 0 0 0.0500 0 \$0.00 RESIDENTIAL **Building (CARD: 1)** 1 STORY 1990 - 1999 BUILT 1992 Baths (Full / Half) 1/0 1,560 sqft Area Rooms (Bedroom / Family) 2/0 Basement (Finished / Total) None / 0 sqft/ 0 sqft **Stories** 1.0 **Heat Full Type** Forced hot air Heat/Cool Central air **External Wall** Siding-wide **Fireplace Stacks**