



CHICAGO TITLE  
INSURANCE COMPANY

**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 EXTRACTIONAL 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:

*Claudia Skidmore*

Authorized Signatory

**OH2283**

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

CHICAGO TITLE INSURANCE COMPANY

By: *Michael J. Nolan*  
Michael J. Nolan  
President

ATTEST: *Marjorie Nemura*  
Marjorie Nemura  
Secretary

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

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

**5. LIMITATIONS OF LIABILITY**

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

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

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- 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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**8. PRO-FORMA POLICY**

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

**9. CLAIMS PROCEDURES**

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

**10. CLASS ACTION**

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

**11. ARBITRATION**

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

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**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: TTA4151  
 Issuing Office File Number: TTA4151  
 Property Address: 8025 Yoder Road Seville, OH 44273  
 Revision Number: 1

**SCHEDULE A**

1. Commitment Date: **October 28, 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**

*This is a preliminary Commitment for Title Insurance offered for the benefit of potential bidders at auction and is for informational purposes only. This Commitment is not binding until such time as a definitive Proposed Insured and Amount of Insurance are shown in Schedule A. The Company reserves the right to revise this document subsequent to any auction of the interest in the Land.*

*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 **Rita M. Lee**  
 and, as disclosed in the Public Records, has been since **September 18, 1967; August 10, 1995; and July 15, 2021**

5. The Land is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

**CHICAGO TITLE INSURANCE COMPANY**

By: *Claudia Skidmore*  
 Authorized Signatory

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**EXHIBIT A**

The Land is described as follows:

**Situated in the Township of Guilford, County of Medina and State of Ohio, and known as being situated in the Northwest Quarter of Section 29 in the Township of Guilford, County of Medina and State of Ohio and being part of lands delineated on a Boundary Line Agreement Plat recorded in Volume 10, Page 27 of Medina County Records of Plats and being bounded and described as follows: Beginning at an iron pin set in the East line of said Quarter and being N. 0° 24' 50" W. a distance of 264.50 feet from the center of Section 29; thence West a distance of 1310.1 feet to a point in the center line of C.H. No. 105; thence N. 0° 12' 50" W. along the center line of C.H. No. 105 a distance of 263.75 feet to an iron pin; thence N. 89° 55' 20" E. a distance of 1307.7 feet to an iron pin; thence S. 0° 24' 50" E. along the East line of said quarter section a distance of 265.5 feet to the place of beginning and containing within said boundary 7.957 acres of land, be the same more or less, but subject to all legal highways.**

**Permanent Parcel No. 009-16B-08-033**

**Address commonly known as: 8025 Yoder Road, Seville, OH 44273**

**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 **Rita M. Lee, marital status, to Successful Bidder at Auction.**
5. A properly executed release, termination or satisfaction of the following:
  - a. **Mortgages and/or Liens in Schedule B, Section II, if any.**
6. Evidence of the following:
  - a. **None.**

**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.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.

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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. **Oil and gas lease from Raymond F. Lee and Rita M. Lee, husband and wife, to Devonian Oil and Gas, Inc., dated February 13, 1985 and filed for record March 14, 1985 at 4:02 p.m. in Volume OR 239, Page 702 of Medina County Records.**

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

13. **Pipe line right of way from Raymond F. Lee and Rita M. Lee, husband and wife, to Devonian Oil and Gas, Inc., dated February 13, 1985 and filed for record March 14, 1985 at 4:03 p.m. in Volume OR 239, Page 705 of Medina County Records.**

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

14. **Real Estate Taxes for the year 2024, on the year 2025 tax duplicate, stand in the name(s) of Rita M. Lee. First half taxes are paid in the amount of \$1,858.34; second half taxes are paid in the amount of \$1,858.34. The general taxes are subject to a homestead exemption in the amount of \$216.83 per half year. Half year taxes include the following special assessment(s):**

**C11307 = Chippewa Subdistrict of MWCD, in the amount of \$6.76 per half.**

**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**

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**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.*

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8 3 6 1 9 0 8  
Tx:8247681

**2021OR020668**

**LINDA HOFFMANN  
MEDINA COUNTY RECORDER  
MEDINA, OH  
RECORDED ON  
07/15/2021 11:51 AM**

**REC FEE: 50.00  
PAGES: 5  
DOC TYPE: AFFID/SURV**

**MEDINA COUNTY RECORDER**

**LINDA HOFFMANN**

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

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This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code. 7/15/2021

FEE \$ \_\_\_\_\_

EXEMPT N

Michael E. Kovack, *Mg* Medina County Auditor

## Affidavit of Surviving Spouse

STATE OF OHIO            )  
   ) SS: AFFIDAVIT  
 MEDINA COUNTY         )

RITA M. LEE, the undersigned, being first duly sworn, deposes and says as follows:

1. That RITA M. LEE, the survivor, and RAYMOND F. LEE, the deceased, are the joint owners of property under a duly recorded survivorship deed.
2. That the property described below is known as 8025 Yoder Road, in the Township of Guilford, County of Medina, State of Ohio, and known as Permanent Parcel No. 009-16B-08-033 on the records of the County Auditor. The original survivorship deed is recorded in the Medina County Recorder's Records at Volume 1067, Pages 650-651. The Affiant has attached a full legal description as Exhibit A hereto.
3. That RAYMOND F. LEE died on or about January 14, 2021, in Cleveland, Ohio, and a death certificate has been issued.
4. That by virtue of the death of the party listed in Item 3 above, RITA M. LEE is the fee simple owner of the above-described property and requests that this fact be reflected on the land and tax records of the County.

*Rita M. Lee*  
 \_\_\_\_\_  
 RITA M. LEE

SWORN TO BEFORE ME and subscribed in my presence this 8 day of July, 2021.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid. This is an affirmation clause. An oath or affirmation was administered to the signer(s).

(SEAL)

*Kimberly M. Conner*  
NOTARY PUBLIC



KIMBERLY M. CONNER, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires Dec. 18, 2021

**This Instrument Prepared By:**

Mary Jo Morse (#0031156)  
Attorney at Law  
PALECEK, McILVAINE, HOFFMANN & MORSE CO., L.P.A.  
273 Main Street, Suite 200  
Wadsworth, Ohio 44281  
(330) 334-1536  
[mjmorse@pmhmlaw.com](mailto:mjmorse@pmhmlaw.com)

## EXHIBIT A

Situated in the Township of Guilford, County of Medina and State of Ohio, and known as being situated in the Northwest Quarter of Section 29 in the Township of Guilford, County of Medina and State of Ohio and being part of lands delineated on a Boundary Line Agreement Plat recorded in Volume 10, Page 27 of Medina County Records of Plats and being bounded and described as follows:

Beginning at an iron pin set in the East line of said Quarter and being N. 0 deg. 24' 50" W. a distance of 264.50 feet from the center of the Section 29; thence West a distance of 1310.1 feet to a point in the center line of C.H. No. 105; thence N. 0 deg. 12' 50" W. along the center line of C.H. No. 105 a distance of 263.75 feet to an iron pin; thence N. 89 deg. 55' 20" E. a distance of 1307.7 feet to an iron pin; thence S. 0 deg. 24' 50" E. along the East line of said quarter section a distance of 265.5 feet to the place of beginning and containing within said boundary 7.957 acres of land, be the same more or less, but subject to all legal highways.

PPN: 009-16B-08-033

Commonly known as: 8025 Yoder Road, Seville, Ohio 44273

1. Decedent's Legal Name (First, Middle, Last, Suffix) (include AKA's if any) <b>RAYMOND F LEE</b>						2. Sex <b>MALE</b>	3. Date of Death (Month/Day/Year) <b>JANUARY 14, 2021</b>
4. Social Security Number [REDACTED]	5a. Age (Years) <b>78</b>	5b. Under 1 Year Months Days	5c. Under 1 day Hours Minutes	6. Date of Birth (Month/Day/Year) <b>JULY 04, 1942</b>	7. Birthplace (City and State or Foreign Country) <b>AKRON, OHIO</b>		
8a. Residence State <b>OHIO</b>		8b. County <b>MEDINA</b>		8c. City or Town <b>SEVILLE</b>			
8d. Street Address and Zip Code <b>8025 YODER RD. 44273</b>						9. Ever in US Armed Forces? <b>NO</b>	
10. Marital Status at Time of Death <b>MARRIED</b>				11. Surviving Spouse's Name (If wife, give name prior to first marriage) <b>RITA LAUBACHER</b>			
12. Decedent's Education <b>MASTERS DEGREE (E.G., MA, MS..)</b>			13. Decedent of Hispanic Origin <b>NO</b>		14. Decedent's Race <b>WHITE</b>		
15. Father's Name <b>FREDRICK LEE</b>			16. Mother's Name (prior to first marriage) <b>CATHERINE O'LEARY</b>				
17a. Informant's Name <b>RITA LEE</b>			17b. Relationship to Decedent <b>WIFE</b>		17c. Mailing Address (Street and Number, City, State, Zip Code) <b>8025 YODER RD. SEVILLE, OHIO 44273</b>		
18a. Place of Death <b>HOSPITAL - INPATIENT</b>						18b. County of Death <b>CUYAHOGA</b>	
18b. Facility Name (If not institution, give street and number) <b>CLEVELAND CLINIC FOUNDATION - H18</b>				18c. City or Town, State and Zip Code <b>CLEVELAND, OH 44195</b>		18d. County of Death <b>CUYAHOGA</b>	
19. Funeral Service Licensee or Other Agent <b>DANIEL JAMES ROSPERT</b>			20. License Number (if licensee) <b>007593</b>		21. Name and Complete Address of Funeral Home <b>HILLIARD-ROSPERT FUNERAL HOME 174 N LYMAN ST WADSWORTH, OH 44281</b>		
22. Method and Place of Disposition <b>BURIAL - RIVER STYX, RIVER STYX, OH</b>				23. Date Filed (Month/Day/Year) <b>02-18-2021</b>			
23. Local Registrar <i>Andrea Kacmar</i>				24. Date Filed (Month/Day/Year) <b>02-18-2021</b>			
25a. Certifier (Check only one) <input checked="" type="checkbox"/> Certifying Physician To the best of my knowledge, death occurred at the time, date, and place; and due to the cause(s) and manner stated. <input type="checkbox"/> Coroner or Medical Examiner On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place; and due to the cause(s) and manner stated.							
26a. Time of Death <b>0445</b>		26b. Date Pronounced Dead (Month/Day/Year) <b>01/14/2021</b>		26c. Was Case Referred to Medical Examiner or Coroner? <b>NO</b>			
26a. Certifier Name and Title <i>Eileen Bishop</i>		26b. License Number <b>DO</b>		26c. License Number <b>34.012390</b>		26d. Date Signed (Month/Day/Year) <b>01/19/2021</b>	
27. Name (First, Middle, Last) and Address of Person who Completed Cause of Death <b>EILEEN BISHOP, 9500 EUCLID AVE., CLEVELAND, OH 44195</b>							
28. Part I. Enter the disease, injuries, or circumstances that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or toxic factors. List only one cause on each line. Type or print in permanent blue or black ink.						Appropriate Interval, Onset and Death	
Immediate Cause (Final disease or condition resulting in death)		d. <i>Hemolytic Anemia</i>				days	
Sequentially list conditions, if any, leading to immediate cause.		e. Due to (or as Consequence of) <i>Acute Kidney Injury</i>				days	
Enter Underlying Cause (Disease or injury that initiated events resulting in a death)		f. Due to (or as Consequence of) <i>SEPSIS</i>				days	
Part II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I <i>Congestive Heart Failure, chronic kidney disease, Coronary Artery Disease</i>						29a. Was An Autopsy Performed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
30. Did Informant Use Contributory to Disease? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Probably						29b. Were Autopsy Findings Available Prior To Completion Of Cause of Death? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Not Applicable	
31. If Female, Pregnancy Status <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year		32. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending investigation <input type="checkbox"/> Could not be determined				33a. Injury at Work? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
33a. Date of Injury (Month/Day/Year)		33b. Time of Injury		33c. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)			
33d. Location of Injury (Street and Number or Rural Route Number, City or Town, State)							
33e. Describe How Injury Occurred:						33g. If Transportation Injury, Specify: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Other	

1695565  
2021006843  
1695565

1695565  
2021006843  
1695565

Andrea Kacmar, Registrar

FEB 18 2021

*Andrea Kacmar*

DATE/TIME 95 AUG 10 P2:42

DOCUMENT NUMBER 646942

VOL. 1067 PAGES 650-651

FEES 14.00

MEDINA COUNTY RECORDER  
ROBERT A. HALE

(DO NOT REMOVE THIS COVER  
SHEET FROM THIS DOCUMENT)

# Survivorship Deed

I (We) **RAYMOND F. LEE and RITA M. LEE**, husband and wife, of Medina County, Ohio for valuable consideration paid, grants(s) with General Warranty covenants, to **RAYMOND F. LEE** and **RITA M. LEE**

for their joint lives, remainder to the survivor of them, whose tax-mailing addresses are

8025 Yoder Road  
Seville, Ohio 44273

the following **Real Property**: Situated in the \_\_\_\_\_ Township of Guilford County of Medina and State of Ohio:

Situated in the Township of Guilford, County of Medina and State of Ohio, and known as being situated in the Northwest Quarter of Section 29 in the Township of Guilford, County of Medina and State of Ohio and being part of lands delineated on a Boundary line Agreement Plat recorded in Volume 10, Page 27 of Medina County Records of Plats and being bounded and described as follows:

Beginning at an iron pin set in the East line of said Quarter and being N. 0 deg. 24' 50" W. a distance of 264.50 feet from the center of the Section 29; thence West a distance of 1310.1 feet to a point in the center line of C.H. No. 105; thence N. 0 deg. 12' 50" W. along the center line of C.H. No. 105 a distance of 263.75 feet to an iron pin; thence N. 89 deg. 55' 20" E. a distance of 1307.7 feet to an iron pin; thence S. 0 deg. 24' 50" E. along the East line of said quarter section a distance of 265.5 feet to the place of beginning and containing within said boundary 7.957 acres of land, be the same more or less, but subject to all legal highways.

Further known as 8025 Yoder Road, C H 105, Medina, Ohio.

Permanent Parcel No: **09-16B-08-033**

EXCEPTING FROM ANY GENERAL WARRANTY COVENANTS ALL EASEMENTS AND RESTRICTIONS OF RECORD, ZONING REGULATIONS AND TAXES AND ASSESSMENTS, IF ANY, PRORATED TO DATE OF RECORDING HEREOF.

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code. **8/10/95**  
FEE \$ 50  
EXEMPT X  
Michael E. Kovack, AC, Medina Co. Auditor

Prior Instrument Reference:

I not applicable wife (husband) of the grantor, releases all rights of dower in the above described premises.

Witness our hand(s) This Signed and acknowledged in the presence of:

10<sup>th</sup> day of August, 19 95

Mary Jo Morse  
WITNESS

Raymond F. Lee  
RAYMOND F. LEE

Michael E. Kovack  
WITNESS

Rita M. Lee  
RITA M. LEE

State of Ohio, } ss, Before me, a notary public, in and for said County, personally appeared MEDINA County, } the above named RAYMOND F. LEE and RITA M. LEE who acknowledged that they did sign the forgoing instrument, and that the same is their free act and deed.

In Testimony Whereof I have hereunto set my hand and official seal, at Wadsworth

this 10<sup>th</sup> day of August A.D. 1995

This instrument prepared by Mary Jo Morse, Esq. P.O. Box 23299, Wadsworth, OH 44282-3299

Mary Jo Morse  
Notary Public, State of Ohio  
My Commission Expires \_\_\_\_\_

OR 1067 PG 651

D354/473

Know All Men by These Presents: That

I, RUSSELL F. SMITH, A Married Man Kathleen E. Smith, Wife  
the GRANTORS, for the CONSIDERATION of One Dollar (\$1.00) and other valuable  
considerations ~~XXXXXXXXXXXXXXXXXX~~ received to my full satisfaction of  
RAYMOND F. LEE and RITA M. LEE, Husband and Wife

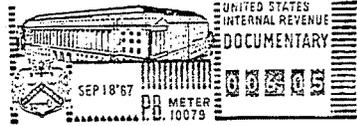
whose address is

the GRANTEE.S, do GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said Grantees., their  
heirs and assigns, the following described premises, situated in the Township  
Guilford County of Medina and STATE OF OHIO, and known as

Situated in the Northwest Quarter of Section 29 in the  
Township of Guilford, county of Medina and State of Ohio and being  
part of lands delineated on a Boundry Line Agreement Plat recorded  
in Volume 10, Page 27 of Medina County Records of Plats and being  
bounded and described as follows:

Beginning at an iron pin set in the East line of said Quarter  
and being N. 0° 24' 50" W., a distance of 264.50 feet from the center  
of Section 29; thence West a distance of 1310.1 feet to a point in  
the center line of C.H. No. 105; thence N. 0° 12' 50" W. along the  
center line of C.H. No. 105 a distance of 263.75 feet to an iron pin  
thence N. 89° 55' 20" E. a distance of 1307.7 feet to an iron pin;  
thence S. 0° 24' 50" E., along the East line of said quarter section  
a distance of 265.5 feet to the place of beginning and containing  
within said boundry 7.957 acera of land more or less but subject to  
all legal highways.

006963



MICROFILMED

115458  
RECEIVED FOR RECORD  
TIME: 1:31 P.M

SEP 18 1967

VOL. 354 PG. 473-74

Chas L. Fetzer

MEDINA COUNTY RECORDER

2.00

be the same more or less, but subject to all legal highways

TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereof unto the said grantees, their heirs and assigns forever. And I the said grantor do for myself and my heirs, executors and administrators, covenant with the said grantees, their heirs and assigns that at and until the ensembling of these presents I was 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, and that the same are free from all encumbrances whatsoever, except taxes and assessments due but not yet payable all of which the Grantees assume and agree to pay, and easements, restrictions and reservations of record,

and that I will WARRANT AND DEFEND SAID PREMISES, with the appurtenances thereunto belonging to the said Grantee S., their heirs and assigns, against all lawful claims and demands whatsoever except as stated above

And I, the said Kathleen E. Smith, wife of Russell F. Smith, do hereby remise, release, and forever quit-claim, unto the said Grantee S., their heirs and assigns, all my right and title of DOWER in the above described premises.

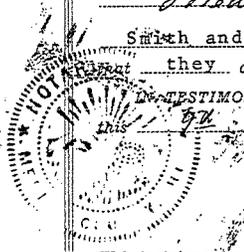
IN WITNESS WHEREOF, We hereunto set our hands this 9th day of September in the year of our Lord, One Thousand Nine Hundred and Sixty-seven

Signed and Acknowledged in Presence of

Ala C. Alcorn, Robert E. Hart, Russell F. Smith, Kathleen E. Smith

THE STATE OF Ohio BEFORE ME, a Notary Public in and Medina County, ss. for said County, personally appeared Russell F. Smith and Kathleen E. Smith, husband and wife who acknowledged

that they did sign the foregoing instrument, and that the same is their free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Medina, Ohio this 9th day of September in the year A. D. 19 67.



Robert E. Hart, NOTARY PUBLIC

This instrument prepared by Attorney Edward N. Heiser, 514 Second National Bdg. Akron, Ohio 44308

Warranty Deed

FROM RUSSELL F. SMITH TO RAYMOND F. LEE, RITA M. LEE RECEIVED FOR RECORD

at ... o'clock ... M. 19... Recorded in ... County Records, ... Volume ... Page ... Recorder.

ENTERED FOR TRANSFER TRANSFERRED PER ... FEE ... 19... SEP 16 1967

H. B. WOODWARD MEDINA COUNTY AUDITOR PUBLISHED BY LONG PRINTING CO., AKRON, OHIO 160949

THE LONG PRINTING CO. AKRON, OHIO

ASSIGNMENT  
 P.T. RELEASE C.R. Vol. 350  
 CANCELLATION Pa. 340  
1-5-87

Consol Oil L Consol Oil L  
012350/pt. 347 012368/pt. 607  
1-5-87 4-14-87

ASSIGNMENT  
 P.T. RELEASE  
 CANCELLATION  
3-21-85

Sec. 02  
Vol. 340  
Pg. 009

REC 239 PAGE 702

84-D



DEVONIAN OIL AND GAS, INC.

OIL & GAS LEASE

THIS LEASE, made this 13<sup>th</sup> day of February, 1985, by

Raymond F. Lee and Rita M. Lee Husband and Wife  
8025 Yoder Road, Seville, Ohio 44273

(210) 33 -

hereinafter called Lessor, and DEVONIAN OIL AND GAS, INC., P.O. Box 222, Akron, Ohio 44309, hereinafter called Lessee, does witness:

1. Lessor, for consideration received, grants Lessee all the oil and gas in and under the lands described below, with the exclusive right to drill for, operate for, produce and market the oil and gas; the right to lay and maintain pipelines to transport oil and gas from the lands hereunder and other lands; the right to install and maintain such roads, tanks, meters and other equipment to operate for oil and gas; and the right to use so much of said lands as is necessary or convenient for all purposes herein. This lease is for Two (2) year(s), and as long thereafter as operations are being conducted or oil or gas can be produced in paying quantities in Lessee's judgement. This lease covers the land in Section/Lot 29 of Guilford Township, Medina County, Ohio containing 7.957 acres, more or less, being all of the land owned by Lessor in said township(s), bounded substantially as follows:

North by C.A. Woodford East by R. Cripps  
South by C.M. & N.J. McCullough West by R. Grimes  
P.P. #009-001-0046-00

2. Lessee shall pay Lessor royalties equal to one-eighth (1/8) of the proceeds realized by Lessee on all oil and gas produced from and sold off the premises. If after a well is drilled there is no production from the leased lands for six continuous months, then thereafter Lessor shall be paid fifty dollars per month until production occurs and this lease shall continue in full force for as long as such payments are made. These shut-in payments shall be considered advance royalties and be recouped by Lessee out of production royalties. All payments due Lessor shall be deemed tendered when delivered or mailed to Lessor or any one of them. Lessor grants Lessee a power of attorney to execute division orders or contracts for the sale of gas or oil.

3. If operations for a well are not commenced within Six months of the date of this lease, then thereafter, Lessee shall pay Lessor a rental at the rate of Seventy Nine dollars (\$ 79.00 ) per year, payable quarterly, until operations are commenced or the primary term expires.

4. Lessee shall seek the approval of Lessor, or any one of them, for the location of all drillsites, roads, and pipelines on Lessor's lands, in those areas deemed suitable by Lessee, which approval shall not be unreasonably withheld. All operations and restorations shall be done in compliance with all State and Federal laws. Lessee shall maintain all equipment and keep all production areas clean. Lessee shall pay for all crops damaged outside the normal areas of operations and repair all drain tile, roads and fences damaged by Lessee. Lessee may use, free of cost, gas, oil or water found on said lands for its operations, except water from Lessor's wells. Lessee may at any time remove all casing and other equipment placed on said land by Lessee.

TRM  
350,000  
J.M.L.  
R.F. Lee

5. Lessor may take up to 200,000 cubic feet of gas free each calendar year from one producing well on Lessor's lands, at Lessor's sole risk and expense, for use in one dwelling on said lands, subject to the reasonable rules of Lessee and Lessee's right of abandonment. All gas taken by Lessor shall be accurately metered at the wellhead at Lessor's expense and all excess gas taken shall be paid for by the Lessor at wellhead price. *IN THE EVENT LESSOR DECIDES TO PLUG ANY EXISTING WELL, LESSOR SHALL HAVE THE RIGHT TO PURCHASE SAME AT THE SALVAGE VALUE THEREOF.*

TRM  
R.M.L.  
R.F. Lee

6. Lessee may unitize the leased lands, or any portion, with any other lands into a drilling unit of no more than one hundred sixty acres. Operations upon and production from any unit, including all or any portion of the leased lands, shall be treated as if such operations were upon or such production were from the leased lands whether or not the well or wells are located thereon; provided, however, that Lessee shall pay Lessor, in lieu of other royalties and shut-in payments, only such proportion of the royalties or shut-in payments provided for in this lease as the amount of Lessor's acreage in the unit bears to the total acreage in the unit and provided further that Lessor may take gas from a unit well only if said well is located on lands actually owned by Lessor.

7. Lessor shall notify Lessee by certified mail of any failure by Lessee to comply with any provision of this lease, whereupon Lessee shall have thirty days to correct or begin to correct same. Any claim for damages by Lessor shall be made within ninety days of its occurrence and liability shall not exceed loss of market value as determined by bona fide appraisal. This lease shall not be terminated, in whole or in part, nor shall Lessee be liable for damages for failure to comply herewith, if compliance is prevented by, or such failure is the result of any occurrence beyond the reasonable control of the Lessee. Lessee may at any time surrender this lease in whole or in part. Unless the release instrument expressly provides to the contrary, upon the surrender, termination or expiration of this lease, Lessee shall nonetheless maintain all rights to then existing pipelines.

8. This lease shall extend to and be binding on all heirs, successors and assigns of Lessor and Lessee. No change of ownership shall be binding on Lessee until Lessee has received adequate evidence of transfer. If the leased lands are hereinafter owned in separate tracts, the premises, nevertheless, shall be developed and operated as an entirety, and all payments due shall be paid proportionally to each separate owner. Lessor hereby warrants ownership of the whole and undivided fee simple estate in, and agrees to defend the title to said lands, but if the Lessor does own a lesser interest, then Lessor shall be paid only his proportional share of any payment due. Lessee, at its option, may pay and discharge any lien on said lands and, if it exercises such option, it shall be subrogated to the rights of any holder thereof and may reimburse itself from payments due. This lease contains all the agreements of the Lessor and Lessee and there shall be no implied covenants. *LESSOR SHALL TAKE ALL STEPS AS PER CHAPTER 15, D.R.C. TO PROTECT LESSOR'S WATER SUPPLY AND THE QUALITY THEREOF. LESSOR SHALL HAVE THE RIGHT TO TAKE A CERTIFIED WATER TEST PRIOR TO COMMENCEMENT OF OPERATIONS AND ANY DIRECT OR INDIRECT CONTAMINATION AS A RESULT OF LESSEE'S OPERATIONS SHALL BE CORRECTED AT LESSOR'S EXPENSE INCLUDING BUT NOT LIMITED TO THE COST OF DRILLING A NEW WELL.*

J.M.L.  
R.F. Lee

Signed and acknowledged in the presence of

Benjamin F. Hensbue  
Lucy R. Meegan  
Sue Brenner  
Benjamin F. Hensbue  
Lucy R. Meegan  
Sue Brenner

Rita M. Lee  
Social Security # [REDACTED]  
Raymond F. Lee  
Social Security # [REDACTED]

\_\_\_\_\_  
 \_\_\_\_\_ Social Security # \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Social Security # \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Social Security # \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Social Security # \_\_\_\_\_

STATE OF OHIO, COUNTY OF Medina SS:  
 The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of February  
 1985 by Raymond F. Lee and Rita M. Lee

My commission expires: 2-21-97

Terry R Meager  
 Notary Public

STATE OF OHIO, COUNTY OF \_\_\_\_\_ SS: TERRY R. MEAGER, Notary Public  
 Residence: Summit County  
 State Wide Jurisdiction, Ohio  
 My Commission Expires Feb. 21, 1997  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_  
 1985 by \_\_\_\_\_

My commission expires:

This instrument prepared by:  
 DEVONIAN OIL AND GAS, INC.  
 P.O. Box 222  
 Akron, Ohio 44309

Notary Public E. 368175

RECORDER'S STAMP

RECEIVED AND RECORDED  
 AT 4:02 P .M.  
 MAR 14 1985  
 VOL. OR 239 PG. 702-4  
 ROBERT A. HALE  
 RECORDER, MEDINA CO., OHIO  
12.00

MAR 14 1985  
 NOT RECORDED  
 MICROFILMED

3.

UCS

### RIGHT OF WAY

FOR AND IN CONSIDERATION OF One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,  
Raymond F. Lee and Ritta M. Lee

8025 Yoder Road, Seville, Ohio 44273

hereinafter called Grantor (whether one or more), does hereby grant and convey unto DEVONIAN OIL AND GAS, INC., P.O. BOX 222, AKRON, OHIO 44309-0222

hereinafter called Grantee, an easement and right of way to lay, maintain, operate, inspect, repair, replace and relocate, change the size of, and remove pipelines, together with drips, valves, measuring and regulating equipment and other appurtenances thereto, for the gathering and transportation of natural gas, oil, petroleum or their constituents on, over, through and across the premises situated in Section/Lot 29, Township of Guilford, County of Medina, State of Ohio, bounded substantially new or formerly as follows:

On the North by lands of: C. A. Woodford

On the South by lands of: C. M & N. J. McCullough

On the East by lands of: R. Cripps

On the West by lands of: R. Grimes

368176

RECEIVED AND RECORDED  
AT 4:03 P.M.  
MAR 14 1985  
VOL. OR 137 PG 705-6  
ROBERT A. HALE  
RECORDER, MEDINA CO., OHIO

MICROFILMED  
5061 FT. MYN

P.P.# 009-004-00-046-00

together with ingress and egress to and from the same.

I. This Right of Way is granted upon the condition that Grantee shall pay to Grantor the sum of One Dollar (\$1.00) per linear rod for each rod of pipe laid on the premises, to be paid by check mailed to Grantor when said pipe is laid.

Not valid unless signed by the grantor  
and acknowledged by the grantee  
in the presence of two witnesses  
and filed for record in the office of the  
Recorder of Deeds for the County of Medina, Ohio

REC 239 PAGE 705

PT. RELEASE O.R. Vol. 268  
CANCELLATION Pa. 238  
9-5-85

OK 393/542  
(8-5-87)

8-21-87  
REC'D  
CANCELLATION  
8-21-87

2. Grantor shall have full use and enjoyment of the premises except for the purposes herein granted to Grantee. All pipe is to be buried so as to not interfere with the cultivation of the land and Grantee shall pay for damages caused by its operations to growing crops, buildings, drain tile and fences.

3. This grant shall be binding upon and inure to the benefit of Grantor and Grantee and their heirs, personal representatives, successors and assigns, and this grant contains and expresses all the agreements and obligations of the parties hereto and no covenant, agreement or obligation not expressed herein shall be imposed upon the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this 13<sup>th</sup> day of FEBRUARY, 1985

Signed and acknowledged in the presence of:

<u>Bernard F. Handshere</u>	<u>Rita M. Lee</u>
<u>Luigi R. Meager</u>	Social Security # [REDACTED]
<u>Sue Brenner</u>	
<u>Bernard F. Handshere</u>	<u>Raymond F. Lee</u>
<u>Luigi R. Meager</u>	Social Security # [REDACTED]
<u>Sue Brenner</u>	
_____	Social Security # _____
_____	Social Security # _____

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF OHIO )  
COUNTY OF ) SS:

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of February, 1985 by Raymond F. Lee and Rita M. Lee, Husband and Wife

My commission expires:

Luigi R. Meager  
Notary Public  
LUIGI R. MEAGER, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires Feb. 21, 1987

Prepared By:  
Dewonian Oil + Gas, Inc