

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

Issuing Agent: **Tri Coast Title, LLC**

Issuing Office: **215 E. Third Street, Port Clinton, OH 43452**

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number:

Issuing Office File Number: **313649**

Property Address: **SR 163- Vacant land, Port Clinton, OH 43452**

Revision Number: **1**

SCHEDULE A COMMITMENT

1. Commitment Date: **October 1, 2025**, at **7:30 am**
2. Policy to be Issued:
 - a. 2021 ALTA® Owner's Policy
Proposed Insured:
Proposed Amount of Insurance:
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: **Kimberly Ann Minton Successor Trustee of The Wilma Jean Collins Second Amended and restated Declaration of Trust and Trust Agreement dated December 4, 2017, who acquired title in recorded instrument Book 2011, page 869, Ottawa County, Ohio Official Records.**
5. The Land is described as follows: **See Copy Attached Hereto**

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

BEC ASSOCIATES

Professional Engineering and Surveying Consultants

6622 West Harbor Road
Port Clinton, Ohio 43452
Office (419) 898-9200
Fax (419) 898-2259

LEGAL DESCRIPTION: Estate of Dale Collins

Combination of Legals

Known as and being a part of the the Southeast Quarter of the Southeast Quarter of Section 31, T7N, R16E, Erie Township, Ottawa County, Ohio and being more particularly described as follows:

Commencing at a found iron pin in a monument box marking the South Quarter Post of Section 31, T7N, R16E, Erie Township, Ottawa County, Ohio; thence proceeding South 89 degrees 10 minutes 38 seconds East in the South line of the Southeast Quarter of said Section 31, said South line lies within State Route #163 right-of-way (varying right-of-way), 1327.94 feet to a point in the West line of the Southeast Quarter of the Southeast Quarter of said Section 31 and also being the point and place of beginning of the parcel herein described;

Thence proceeding North 00 degrees 37 minutes 22 seconds East in the West line of the Southeast Quarter of the Southeast Quarter of said Section 31, 1333.59 feet to a point in the southerly line of the Pennsylvania Lines as described in Ottawa County Deed Volume 437 at Page 632;

Thence proceeding South 89 degrees 15 minutes 52 seconds East in the southerly line of the previously mentioned parcel, 1335.99 feet to a point in the East line of the Southeast Quarter of said Section 31;

Thence proceeding South 00 degrees 58 minutes 07 seconds West in the East line of the Southeast Quarter of said Section 31, 1194.98 feet to a point in the North line of a parcel now or formerly owned by Armando and Gloria J. Garza as described in Ottawa County Deed Volume 356 at Page 383;

Thence proceeding North 89 degrees 10 minutes 38 seconds West in the North line of the previously mentioned parcel, 70.00 feet to a point in the West line of the previously mentioned parcel;

Thence proceeding South 00 degrees 58 minutes 07 seconds West in the West line of the previously mentioned parcel, 140.64 feet to a point in the South line of the Southeast Quarter of said Section 31;

Thence proceeding North 89 degrees 10 minutes 38 seconds West in the South line of the Southeast Quarter of said Section 31, 317.24 feet to a point in the East line of a parcel now or formerly owned by Thomas W. and Heather L. Brooks as described in Ottawa County Official Record Volume 1664 at Page 869;

Thence proceeding North 00 degrees 58 minutes 07 seconds East in the East line of the previously mentioned parcel, 435.20 feet to a point in the North line of the previously mentioned parcel;

Thence proceeding North 89 degrees 10 minutes 38 seconds West in the North line of the previously mentioned parcel, 272.50 feet to a point in the West line of the previously mentioned parcel;

Thence proceeding South 00 degrees 55 minutes 02 seconds West in the West line of the previously mentioned parcel and also a West line of a parcel now or formerly owned by Kristina L. Dracka as described in Ottawa County Official Record Volume 1657 at Page 675, 150.00 feet to a point in the North line of a parcel now or formerly owned by Gary P. Molnar as described in Ottawa County Deed Volume 435 at Page 323;

Thence proceeding North 89 degrees 04 minutes 58 seconds West in the North line of the previously mentioned parcel, 62.50 feet to a point in the West line of the previously mentioned parcel;

Employee Owned and Operated

EXHIBIT

A

BEC ASSOCIATES

Professional Engineering and Surveying Consultants

6622 West Harbor Road
Port Clinton, Ohio 43452
Office (419) 898-9200
Fax (419) 898-2259

Thence proceeding South 00 degrees 55 minutes 02 seconds West in the West line of the previously mentioned parcel, 285.30 feet to a point in the South line of the Southeast Quarter of said Section 31;

Thence proceeding North 89 degrees 10 minutes 38 seconds West in the South line of the Southeast Quarter of said Section 31, 606.09 feet to the point and place of beginning. Said parcel contains 37.453 acres of which 0.891 acres lie in S.R. #163 right-of-way, but is subject to all legal highways and easements of Record.

The above legal description was prepared by Allan W. Weirich, Professional Surveyor #7427, and is based on the assumption that the South line of the Southeast Quarter of Section 31, T7N, R16E, Erie Township, Ottawa County, Ohio bears South 89 degrees 10 minutes 38 seconds East and is also based on a survey completed September, 2017 and written April, 2018.

Allan W. Weirich

Allan W. Weirich, P.S. #7427

4-16-18

Date



016-16883-24913-000

Ronald P. Collins, P.E., P.S.
Description Approved 4-17-18
Ottawa County Engineer

Parcel No. 2

Known as and being the East half of the Northeast Quarter of the Southeast Quarter of Section No. 31, T7N, R16E, Erie Township, Ottawa County, Ohio and being more particularly described as follows:

Commencing at a point marked by a masonry nail on the southeast corner of Section No. 31;

Thence $NO^{\circ} 50' 30'' E$ along the east line of Section No. 31, 1430.10 feet to an iron pin on the north line of the Penn-Central Railroad and THE PLACE OF BEGINNING;

Thence continuing $NO^{\circ} 50' 30'' E$ along the east line of said Section No. 31, 1209.27 feet to an iron pin on the northeast corner of the southeast quarter of said section;

Thence $N89^{\circ} 30' W$, 672.10 feet to an iron pin on the north line of the southeast quarter;

Thence $SO^{\circ} 37' 30'' E$, 1208.04 feet to an angle iron on the north line of the Penn-Central Railroad;

Thence $S89^{\circ} 22' 30'' E$ along the north line of said Railroad, 667.56 feet to The Place of Beginning, containing 18.59 Acres.

Ronald R. O'Neil, Jr.
Ottawa County Engineer

Parcel No. 0-161688324912-000

"EXHIBIT B"

Recorded in the Office of the Recorder of Deeds, Ottawa County, Ohio, on 10/03/2025 at 1:46:03 PM.

OR BK 1688 PG 907

BEC ASSOCIATES
Professional Engineering and Surveying Consultants

6622 West Harbor Road
Port Clinton, Ohio 43452
Office (419) 898-9200
Fax (419) 898-2259

LEGAL DESCRIPTION : Dale Collins

Known as and being a parcel of land in the Southeast Quarter of the Northeast Quarter of Section 31, T7N, R16E, Erie Township, Ottawa County, Ohio and being more particularly described as follows:

Commencing at a found iron pin marking the East Quarter Post of Section 31, T7N, R16E, Erie Township, Ottawa County, Ohio and also being the point and place of beginning of the parcel herein described;

Thence proceeding North 89 degrees 23 minutes 49 seconds West of the South line of the Northeast Quarter of said Section 31, 1343.93 feet a found iron pin in the West line of the Southeast Quarter of the Northeast Quarter of said Section 31;

Thence proceeding North 00 degrees 10 minutes 38 seconds East in the West line of the Southeast Quarter of the Northeast Quarter of said Section 31, 687.84 feet to a point in the centerline LaCarpe Creek as located March 6, 2015;

Thence proceeding along the meandering centerline of LaCarpe Creek in the following courses to wit:

N 63° 48' 27" E	353.70 feet;
N 63° 37' 11" E	58.10 feet;
N 64° 15' 24" E	157.43 feet;
N 59° 25' 00" E	169.86 feet;
N 51° 28' 37" E	104.44 feet;
N 73° 30' 23" E	70.99 feet;
S 77° 54' 50" E	68.23 feet;
S 57° 23' 09" E	92.88 feet;
S 45° 47' 18" E	322.78 feet;
S 51° 29' 15" E	127.59 feet;
S 62° 30' 51" E	69.04 feet to a point in the East line of the Northeast Quarter of

said Section 31;

Thence proceeding South 00 degrees 13 minutes 48 seconds West in the East line of the Northeast Quarter of said Section 31, passing through a found iron pin at 63.53 feet, 723.18 feet to the point and place of beginning. Said parcel contains 28.129 acres, but is subject to all legal highways and easements of Record.

The above legal description was prepared by Allan W. Weirich, Professional Surveyor #7427, and is based on the assumption that the East line of Northeast Quarter of Section 31, T7N, R16E, Erie Township, Ottawa County, Ohio bears South 00 degrees 13 minutes 48 seconds West and is also based on a survey data gather March 2015 and written July 2016.

Allan W. Weirich, P.S. #7427

Date



Donald P. O'Neil, P.E., P.S.
Ottawa County Engineer

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Employee Owned and Operated

Page 1 of 1

Parcel No **010-16883-24412-001**

"EXHIBIT C"

BEC ASSOCIATES
Professional Engineering and Surveying Consultants

6622 West Harbor Road
Port Clinton, Ohio 43452
Office (419) 898-0200
Fax (419) 898-2259

LEGAL DESCRIPTION : Dale Collins

Known as and being a parcel in the Southwest Quarter of Section 32, T7N, R16E, Erie Township, Ottawa County, Ohio and being more particularly described as follows:

Commencing at the intersection of the centerline of State Route #163, (varying right-of-way), with the West line of the Southwest Quarter of Section 32, T7N, R16E, Erie Township, Ottawa County, Ohio; thence proceeding North 00 degrees 43 minutes 00 seconds East in the West line of the Southwest Quarter of said Section 32, 233.81 feet to a point in the North line of a parcel now or formerly owned by Dale E. and Wilma J. Collins as described in Ottawa Official Record Volume 780 at Page 585 and also being the point and place of beginning of the parcel herein described;

Thence proceeding North 00 degrees 43 minutes 00 seconds East of the West line of the Southwest Quarter of said Section 32, 1002.36 feet a point in the South line of the Pennsylvania Lines;

Thence proceeding North 89 degrees 59 minutes 00 seconds East in the South line of the previously mentioned parcel, 945.09 feet to a point in the West line of a parcel now or formerly owned by Kent D. and Darrell L. Floro as described in Ottawa County Official Record Volume 1175 at Page 835;

Thence proceeding South 00 degrees 00 minutes 00 seconds West in the West line of the previously mentioned parcel extended southerly, 753.33 feet to a point in the South line of a parcel now or formerly owned by Stephen J. Bacak, Jr. as described in Ottawa County official Record Volume 1147 at Page 80;

Thence proceeding North 89 degrees 59 minutes 00 seconds East in the South line of the previously mentioned parcel 385.20 feet to a point in the centerline of Monroe Street;

Thence proceeding South 00 degrees 00 minutes 00 seconds West in the centerline of Monroe Street, (60 foot right-of-way), 61.79 feet to a point in the North line of a parcel now or formerly owned by Jennifer L. Wagner as described in Ottawa County Official Record Volume 1396 at Page 126;

Thence proceeding South 89 degrees 59 minutes 00 seconds West in the North line of the previously mentioned parcel extended westerly, 430.04 feet to a point in the West line of a parcel now or formerly owned by Jennifer L. Wagner as described in Ottawa County Official Record Volume 1396 at Page 144;

Thence proceeding South 00 degrees 00 minutes 00 seconds West in the West line of the previously mentioned parcel extended southerly, 424.17 feet to a point in the centerline of State Route #163;

Thence proceeding North 89 degrees 48 minutes 56 seconds West in the centerline of State Route #163, 299.85 feet to a point in the East line of a parcel now or formerly owned by Donovan R. Guerra as described in Ottawa County Official Record Volume 1255 at Page 137;

Thence proceeding North 00 degrees 01 minutes 04 seconds East in the East line of the previously mentioned parcel, 235.24 feet to a point in the North line of the previously mentioned parcel;

Thence proceeding North 89 degrees 57 minutes 56 seconds West in the North line of the previously mentioned parcel extended westerly, 450.00 feet to a point in the North line of the parcel described in Ottawa Official Record Volume 780 at Page 585;

Employee Owned and Operated

OR BK 1688 PG 908A

BEC ASSOCIATES

Professional Engineering and Surveying Consultants

8622 West Harbor Road
Port Clinton, Ohio 43452
Office (419) 898-9200
Fax (419) 898-2259

Thence proceeding North 89 degrees 55 minutes 15 seconds West in the North line of the previously mentioned parcel 163.01 feet to the point and place of beginning. Said parcel contains 23.877 acres of which 0.248 acres lies in S.R. #163 right-of-way and 0.043 acres lies in Monroe Street right-of-way, but is subject to all legal highways and easements of Record.

The above legal description was prepared by Allan W. Weirich, Professional Surveyor #7427, and is based on the assumption that the West line of Southwest Quarter of Section 32, T7N, R16E, Erie Township, Ottawa County, Ohio bears North 00 degrees 43 minutes 00 seconds East and is also based on all pertinent deed of record and not an actual field survey and written July 2016.

Allan W. Weirich, P.S. #7427

Date



Donald P. O'Neil, P.E.
Ottawa County Engineer

HALBGALSERIE/Collins_Sec 32_23.877cc.wpd

Employee Owned and Operated

Page 2 of 2

Parcel No. 0-161688324917000

SCHEDULE B I COMMITMENT

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.
5. **Notification in writing is required for all changes to this Commitment. Additional requirements may be imposed after review of said notification.**
6. **You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land, after which further requirements may be made.**
7. **Pay all taxes and assessments, assessed against subject property, which are due and payable.**
8. **Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.**
9. **Pay us the premiums, fees and charges for the policy.**
10. **Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.**
11. **Satisfactory evidence that improvements, repairs and/or alterations of subject property are completed; evidence of payment to all contractors, sub-contractors, labor and material men have been made; and the release of all recorded liens or notice of intent to perfect a lien for labor or material.**
12. **Provide to this company evidence of survey showing no encroachments affecting the premises in question, otherwise, the policies issued herewith will contain the following exception: Such state of facts as would be disclosed by an accurate survey of the premises in question.**
13. **Deed from Kimberly Ann Minton Successor Trustee of The Wilma Jean Collins Second Amended and restated Declaration of Trust and Trust Agreement dated December 4, 2017 to buyer to be determined**
14. **Submission to the Company of a Memorandum of Trust pursuant to ORC 5301.255 stating that the trustee has an unrestricted power to convey subject premises.**

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SCHEDULE B-II COMMITMENT

EXCEPTIONS FROM COVERAGE

Policy Number:

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 conditions 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, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. 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 the 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. **Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.**
10. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other fact that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.**
11. **Any lien or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown on the public records.**
12. **Rights of parties in actual possession of all or any part of the premises., including but not limited to, easements, claim of easements or encumbrances that are not shown in the public records.**
13. **The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.**

14. Taxes, special taxes, assessments and special assessments for subsequent years are not yet determined, are a lien, and not yet due or payable.
15. Tax increases occasioned by retroactive revaluation change in land usage, or loss of any homestead exemption status for insured premises.
16. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production of sale of oil or natural gas which may arise subsequent to the date of the Policy
17. The following exception will appear in any loan or owners policy to be issued pursuant to this commitment: Oil, natural gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
18. *THE UNITED STATES BANKRUPTCY COURT RECORDS (OHIO NORTHERN BANKRUPTCY COURT, LOCATED IN LUCAS COUNTY) HAVE NOT BEEN SEARCHED.*
19. Any dockage and/or boating rights, uses or privileges that may be appurtenant to premises in Schedule A are specifically excluded under this policy/guarantee or any commitment thereto.
20. Anything to the contrary notwithstanding the reference to acreage or square footage in the legal description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the acreage or quality of land set forth herein.
21. Subject to any easement rights, utility rights, and/or government direct access limitations, if any, in, along and over the right of way known as Rymers Road and W Harbor Road.
22. Rights of the United States of America, the State of Ohio, the township and/or municipality and the public in general, including riparian, navigational, and fishing rights, if any and to that part of the land lying within the bed of the LaCarpe Creek, and the rights of other owners of land bordering on the river in respect to the waters and said rivers. Together with, and subject to, the use and enjoyment, with all others similarly situated, and the public generally. And to the uninterrupted natural flow thereof free of pollution from the land but subject to the possibilities of accretion and avulsion which may change the boundaries.
23. Parcel 016-16883-24912-001 is landlocked and depends on Parcel 016-16883-24912-000 for access.
24. Easement to Sprint Communications etal recorded in Book 1497 page 427 Ottawa County Ohio Records.
25. Easement to AT&T etal recorded in Book 1178 page 543 Ottawa County Ohio Records.
26. Easement as shown in Book 1531 page 818 Ottawa County Ohio Records.
27. Easement to The Ohio Public Service Company recorded in Volume 144 page 153 Ottawa County Ohio Records.
28. Easement for highway purposes to The State of Ohio recorded in Volume 152 pages 373 and 381 Ottawa County Ohio Records.
29. Oil and gas lease to Major Oil and Gas Company recorded in Volume 22 page 21 Ottawa County Ohio Lease Records.
30. 2024 taxes for Parcel No.016-16883-24912-001

The first half tax in the amount of \$218.87, including current assessments, if any, paid.

The second half tax in the amount of \$218.87, including current assessments, if any, Paid

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Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0

Assessed Values:

LAND: \$45,190.00 BUILDING: \$0 TOTAL: \$45,190.00

31. 2024 taxes for Parcel No.016-16883-24913-000

The first half tax in the amount of \$609.27, including current assessments, if any, paid.

The second half tax in the amount of \$609.27, including current assessments, if any, Paid

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0

Assessed Values:

LAND: \$70,380.00 BUILDING: \$0 TOTAL: \$70,380.00

32. 2024 taxes for Parcel No.016-16883-24912-000

The first half tax in the amount of \$303.37, including current assessments, if any, paid.

The second half tax in the amount of \$303.37, including current assessments, if any, Paid

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0

Assessed Values:

LAND: \$35,620.00 BUILDING: \$0 TOTAL: \$35,620.00

33. 2024 taxes for Parcel No.016-16883-24917-000

The first half tax in the amount of \$218.87, including current assessments, if any, paid.

The second half tax in the amount of \$218.87, including current assessments, if any, Paid

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0

Assessed Values:

LAND: \$45,070.00 BUILDING: \$0 TOTAL: \$45,070.00

Taxes and Assessments for 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 increase 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.

34. No examination for special assessments not shown on the tax duplicate.

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35. Charges made and/or assessed for water and/or sewer service to said premises not yet certified to the Auditor's Tax Duplicate.
36. The above taxes for the tract of land of which the premises in question are a part are based upon an Agricultural Land Value rather than the full assessed value pursuant to Section 5713.34 Ohio Revised Code.
37. The above taxes may be subject to recoupage.

This Commitment for Title Insurance is issued in contemplation of the issuance of a policy, or policies, of title insurance and Old Republic National Title Insurance Company or Tri Coast Title, LLC., shall have no obligation outside the terms of this commitment. Specifically, any title search or examination conducted by Old Republic National Title Insurance Company or Tri Coast Title, LLC., as a basis for issuing this commitment shall be for the benefit of Old Republic National Title Insurance Company or Tri Coast Title, LLC., only, and does not insure to the benefit of any other party, including any seller, purchaser or lender.

In the event the proposed insured under this Commitment fails to acquire, or elects not to acquire, a final policy prior to the expiration date of this commitment, said proposed insured shall have no cause of action or recourse against Old Republic National Title Insurance Company or Tri Coast Title, LLC., and in no event shall any proposed insured have any claim or cause of action against Old Republic National Title Insurance Company or Tri Coast Title, LLC., based on the title search or examination. by accepting the within Commitment, the proposed insured, along with any other parties to the contemplated transaction, consents to agrees with the foregoing.

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OIL AND GAS LEASE

VOL 022 PG. 21

Agreement: Made and entered into this 20th day of February 1964 by and between William H. Sondergeld and Florence Sondergeld, his wife,

of Rt. #3, box 218, Port Clinton, Ohio hereinafter called lessor (whether one or more), and Major Oil & Gas Company of Box 322, Wooster, Ohio hereinafter called lessee:

Witnesseth: That the said lessor, for and in consideration of One (1) Dollar, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations, and structures thereon to produce, save and take care of said products, all that certain tract of land

situate in the Township of Erie County of Ottawa State of Ohio described as follows, to wit: Bounded by the lands of

or known as:
Section 31, S.E. $\frac{1}{4}$ of S.E. $\frac{1}{4}$
E. $\frac{1}{2}$ of N.E. $\frac{1}{4}$ of S.E. $\frac{1}{4}$
and 27 acres: on the north by La Carpe Creek
on the east by Albert Tettau
on the west by Carl Vollmer
on the south by Carl Vollmer

of Section 31, Township 7N, Range 16E, and containing 85 acres, more or less.

It is agreed that this lease shall remain in force for a primary term of five (5) years from this date and if lessee shall commence to drill within said primary term or any extension thereof, the said lessee shall have the right to continue drilling to completion with reasonable diligence and said term shall extend as long thereafter as oil and gas, or either of them, is produced by lessee from said land or from a communitized unit as hereinafter provided.

In consideration of the premises the lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, into tank reservoirs or into the pipe line to which lessee may connect wells on said land the actual one-eighth ($\frac{1}{8}$) part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth ($\frac{1}{8}$) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth ($\frac{1}{8}$) payable monthly at the prevailing market rate for gas. Where such gas is not sold or used for a period of one year, lessee shall pay or tender as royalty an amount equal to the yearly delay rental as provided by the provisions of this lease, payable annually at the end of each year during which such gas is not sold or used, and while such royalty is so paid or tendered this lease shall be held as a producing property under the above paragraph setting forth the primary term hereof. Lessor is to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time, by making lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth ($\frac{1}{8}$) of the proceeds, payable monthly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before the 1st day of July 1964, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or the lessor's credit in the William H. Sondergeld ~~xxxxx~~ at Rt. #3 Box 218,

Port Clinton, Ohio or its successors, which shall continue as the depository regardless of changes in ownership of said land, the sum of Eighty-five and 00/100 (\$85.00)

dollars which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. The payment herein referred to may be made in currency, draft, or check at the option of the lessee and the depositing of such currency, draft or check in any postoffice, with sufficient postage and properly addressed to the lessor, or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payments of rentals in the same amount and in the same manner as hereinabove provided. And it is agreed that on the resumption of the payments of rentals as above provided, the last preceding paragraph hereof governing the payment of rentals and the effect thereof shall continue in force as though there had been no interruption in the rental payments.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

For the purpose of oil and/or gas development and production under this lease, lessor does hereby grant to lessee the right to pool or communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than approximately forty (40) acres and/or a gas development unit of not more than approximately one hundred sixty (160) acres, but lessee shall in no event be required to drill more than one well on said unit. If such oil or gas well shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants, expressed or implied, in this lease, and lessor shall participate in the one-eighth ($\frac{1}{8}$) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by the lessor within the limitations of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

Notwithstanding anything to the contrary herein contained or implied by law, all present and future rules and regulations of any governmental agency pertaining to well spacing, use of material and equipment or otherwise shall be binding on the parties hereto with like effect as though incorporated herein at length.

If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such defaults shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

Whenever any well or wells on said lands shall be used by lessee for the injection of water, brine or other fluids produced from lands other than said leased premises for disposal as a conservation measure, lessee shall pay to the lessor the sum of One Hundred Dollars (\$100.00) per year for each well so used in addition to all other considerations specified in this lease. The injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water and lessee agrees to protect adequately lessor's fresh water supply from injury as a result of any of its operations.

If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided, however, if the leased premises consist of two or more non-abutting tracts, this paragraph shall apply separately to each non-abutting tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be inoperative as to such portion so consolidated. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

Lessor hereby warrants and agrees to defend the title to said lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payments, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made as recited herein.

Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to the lessor, if lease is not recorded, or by placing a release thereof of record in the proper county, if lease is recorded; and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately.

IN TESTIMONY WHEREOF WE SIGN, This the 24 day of February, 1964

Witnesses:

James W. Mall

Thomas L. Brown

William H. Sondergeld (SEAL)

William H. Sondergeld (SEAL)

Florence Sondergeld (SEAL)

Florence Sondergeld (SEAL)

Florence Sondergeld (SEAL)

Florence Sondergeld (SEAL)

Florence Sondergeld (SEAL)

STATE OF Ohio
COUNTY OF Cottawa SS.

ACKNOWLEDGMENT TO THE LEASE

On this 24 day of February, A. D. 1964, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared

William H. Sondergeld and Florence Sondergeld

to me known as the person^s described in and who executed the foregoing instrument and acknowledged that they had executed the same as their free act and deed.

Notary Public Thomas L. Brown, Notary Public County.

My Commission Expires lifetime 1964 Acting in My Commission Expires 1964

This instrument prepared by James W. Mall.

No. 17134
OIL AND GAS LEASE
FROM
William H. Sondergeld and
Florence Sondergeld
R.D. 5, Port Clinton, Ohio
TO
Major Oil and Gas Company,
Box 322, Wooster, Ohio
Dated February 20, 1964
Section 31 Township 7N Range 16E
No. Acres 85 County, Ottawa
Term Five (5)
State of Ohio, Ottawa County, S.S.
This instrument was filed for record on the 12 day of March, 1964, at 11:49 o'clock A.M., and duly recorded in Book 22, Page 21 of the records of this office. March 17, 1964
By James W. Mall Register of Deeds
When Recorded March 17, 1964
Return to James W. Mall Deputy
Printed by Petroleum Publishers, Inc., 415 Pleasant, Oklahoma
Producers "A" Form Number 1-5

201400238961
 Filed for Record in
 OTTAWA COUNTY, OHIO
 VIRGINIA M PARK, RECORDER
 02-27-2014 At 12:46 pm.
 JUDGE ENTRY 220.00
 DR Book 1497 Page 427 - 452

EASEMENT BY COURT ORDER

UNDERGROUND TELECOMMUNICATIONS LINES IN RAILROAD RIGHT OF WAY

AFFIDAVIT OF FACTS RELATING TO TITLE

PURSUANT TO OHIO REVISED CODE SECTION 5301.252

State of Colorado)
)
 City and County of Denver)

Record Owner of Property: See Attached Exhibit 1

Parcel Number: See Attached Exhibit 1

The undersigned, Joan E. Randazzo, whose mailing address is Qwest Communications Company, LLC, 1801 California Street, Denver, Colorado, 80202, duly sworn on her oath, does hereby state as follows:

1. I am a representative of Qwest Communications Company, LLC ("Qwest"). Qwest was a defendant in the class action lawsuit captioned Leonard F. Raimondo and David F Gardiner, for themselves and all others similarly situated vs. Sprint Communications Company L.P., Qwest Communications Company, LLC, Level 3 Communications, LLC, and Witel Communications, LLC filed as Case Number 1:12-cv-01984-SO in the United States District Court, Northern District of Ohio, Eastern Division (the "Action").
2. Plaintiffs in the Action challenged the Defendants' right to maintain certain telecommunications lines and equipment installed by Defendants within existing railroad rights of way adjoining the lands of Plaintiffs.
3. On June 13, 2013 Judge Solomon Oliver, Jr. entered a Court Order captioned "Order and Judgment Approving Class-Action Settlement and Directing Notice of Final Approval" in the Action approving the Settlement Agreement entered into by the parties to the Action as of September 28, 2012. Pursuant to the terms of said Settlement Agreement on June 13, 2013, Judge Oliver also issued a Court Order captioned "Easement Deed By Court Order in Settlement of Landowner Action (Active Railroad Lines)" (the "Easement Deed", a copy of which is attached hereto as Exhibit A to this Affidavit).
4. The Easement Deed grants an easement to the Defendants in the Action (including Qwest) and *inter alia* their successors, assigns, and licensees as "Grantees" to maintain the "Telecommunications Cable System"

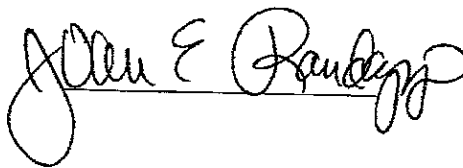
in the "Easement Premises" within the "Railroad Right of Way," adjoining "Grantor's Property," all to the extent set forth in the Easement Deed and using the definitions of such terms set forth in the Easement Deed.

5. The subject Railroad Rights of Way are located in the State of Ohio, including adjoining a number of Grantor's Properties within Ottawa County, Ohio. Paragraph 1 of the Easement Deed refers to an Exhibit 1 which is a list of affected Grantor's Properties over which the Easement is granted. Paragraph 3 of the Easement Deed permits the Defendants in the Action to record the Easement Deed. Qwest hereby records the Easement Deed in the Ottawa County records to evidence the terms of the Easement Deed, and Qwest has attached Exhibit 1 hereto to the Easement Deed to identify the Grantor's Properties within Ottawa County, Ohio that are permanently subject to the Easement Deed.
6. "Qwest", as defined in the Settlement Agreement referenced in the Easement Deed, is defined to include (a) Qwest Communications International, Inc., (b) Qwest Communications Corporation (now known as Qwest Communications Company, LLC) and (c) all of these entities' predecessors, successors, assigns, parents, and subsidiaries.
7. The mailing address for Qwest is:

Qwest Communications Company, LLC
700 West Mineral Avenue
Littleton, Colorado 80120
Attn: Jack Shives, ROW Manager

FURTHER AFFIANT SAYETH NAUGHT.

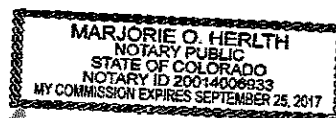
State of Colorado)
)
City and County of Denver)



SWORN TO BEFORE ME, and subscribed in my presence this 12th day of February, 2014.


Notary Public

This instrument prepared by:
Mark J. Stockman, Esq.
Frantz Ward LLP
2500 Key Center, 127 Public Square
Cleveland, OH 44114
216-515-1651



COPY

2013 JUN 13 AM 11:47
CLERK OF DISTRICT COURT
NORTHERN DISTRICT OF OHIO
CLEVELAND

VL1497PG0429

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

LEONARD F. RAIMONDO and DAVID F.
GARDNER, for themselves and all others
similarly situated,

Plaintiffs,

vs.

SPRINT COMMUNICATIONS COMPANY
L.P., QWEST COMMUNICATIONS
COMPANY, LLC, LEVEL 3
COMMUNICATIONS, LLC, and WITEL
COMMUNICATIONS, LLC,

Defendants.

) Case No. 1:12-cv-01984-SO

) Judge Solomon Oliver, Jr.

EASEMENT DEED BY COURT ORDER IN
SETTLEMENT OF LANDOWNER ACTION
(ACTIVE RAILROAD LINES)

WHEREAS, the parties to the above-captioned class action (the "Action") entered into an Ohio Class Settlement Agreement, as of September 28, 2012, (the "Settlement Agreement") (terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement);

WHEREAS, on June 13, 2013, the Court entered a final Order and Judgment approving the Settlement Agreement and ordering that this Action may be settled as a class action on behalf of the following class:

EXHIBIT

A

A class (the "Settlement Class") defined as:

a class comprising all Persons who own or who claim to own, for any period of time during a Compensation Period, any Covered Property, *provided*, that "Settlement Class" or "Class" does not include: (1) Right-of-Way Providers and their predecessors, successors, parents, subsidiaries, and affiliates, past or present; (2) federal, state, and local governmental entities; (3) Native American nations and tribes; or (4) any Person who files a valid and timely exclusion on or before the Opt-Out Deadline.

Members of this Class are referred to below as Class Members; and

WHEREAS, the Settlement Agreement provides for the entry of an Easement Deed by Court Order in Settlement of Landowner Action by which the Settling Defendants acquire, to the extent that Class Members have the right to transfer it, a permanent telecommunications easement in the Right of Way adjacent to the property of each Class Member;

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. To the extent that each Class Member owns rights in the Easement Premises (as hereafter defined), the Class Member (the "Grantor") hereby grants to whichever of Sprint Communications Company L.P., Qwest Communications Company, LLC, Level 3 Communications, LLC, and WiTel Communications, Inc., has Designated for inclusion under the Settlement Agreement the Right of Way which adjoins, underlies or includes Covered Property owned by the Class Member, together with its successors, assigns, and licensees (the "Grantee"), a permanent telecommunications easement in the Easement Premises. For each county in which this Easement Deed by Court Order in Settlement of Landowner Action is being recorded, a list of affected Class Members and their affected parcels is attached as Exhibit 1. Exhibit 1 shall describe Class Members' affected parcels with the following information, to the extent that it is in the Database of Identification Information: owner name; owner mailing address; tax map identification number; tax parcel identification number; lot number; and

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section, township, and range. Exhibit 1 may describe Class Members' affected parcels with any other available information.

2. The terms and conditions of the permanent telecommunications easement that is the subject of this Easement Deed by Court Order in Settlement of Landowner Action are:

a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement") and right to place, lay, bury, construct, install, operate, repair, maintain (including aerial patrol), renew, rebuild, replace, upgrade, expand, relocate, and remove fiber optic cables, copper cables, coaxial cables or other cables through which voice, data, video or other signals are transmitted, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities appropriate for installation, use, or maintenance of such cables (collectively, the "Telecommunications Cable System"), in, on, over, under, through and/or across the Easement Premises. The Easement Premises means all that real property that (a) either (i) is included within a parcel of property that is described in Exhibit 1 or (ii) has a common boundary with a parcel of property described in Exhibit 1 (the "Grantor's Property") (for purposes of this Telecommunications Cable System Easement Deed, a parcel of property shall be deemed to have a common boundary with the Easement Premises if it is separated by a non-navigable river or a street, road, or highway, other than a numbered state or federal highway) and that (b) (i) is or was used as a railroad right of way ("Railroad Right of Way") and (ii) is on a side of the centerline of the Railroad Right of Way that is next to the Grantor's Property (the "Grantor Side"), and (iii) extends no more than ten (10) feet on each side of the Grantee's Telecommunications Cable System (A) as it existed on October 11, 2012, (B) where the actively used components of the Grantee's Telecommunications Cable System are moved or placed,

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provided, however, that only a single 20-foot easement per moved component may exist at any point in time in the Easement Premises, and the width of the moved component's Easement Premises shall be reduced on one side and increased by an equal linear footage on the other side wherever necessary in order that it shall in all places remain solely within the limits of a single Grantor Side of the Railroad Right of Way, and (C) where new components are installed to connect the existing Telecommunications Cable System to the edge of the Right of Way. The Easement shall be construed to grant Grantee all rights necessary to abandon in place unused components of Grantee's Telecommunications Cable System.

The Easement shall not include the right to construct on the Easement Premises regenerator huts and similar structures ("Buildings") in addition to those existing on October 11, 2012. The Easement shall include the rights to repair, replace, and expand existing Buildings, provided, however, that no such repair, replacement, or expansion shall increase the site that the Buildings occupy, or the height of any Building, by more than twenty-five percent. The Easement does not permit the construction of microwave towers, cell towers, or other components of a primarily aboveground statewide Telecommunications Cable System.

The Easement includes the right to temporarily use the entire Grantor Side of the Railroad Right of Way for construction or maintenance, so long as Grantee uses its best efforts not to interfere with any real property which, although within the boundaries of the Easement Premises, is actually being used by Grantor; provided, however, that in no event shall Grantee be prohibited from using such real property if it is commercially reasonable to do so under the circumstances or if Grantee's Telecommunications Cable System is currently located within such area. The Easement shall include the right of reasonable ingress and egress to and from the Easement Premises over that portion of the Grantor's real property that underlies the Railroad

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Right of Way and, for repair and maintenance, over any existing private roads of Grantor, where access from public or railroad roads is not reasonably practical, provided Grantee has made commercially reasonable efforts to give prior notice to Grantor of Grantee's use of Grantor's private roads. Grantee shall not be liable for damages caused by its removal of trees, undergrowth, and brush within the Easement Premises necessary or appropriate for the enjoyment of the Easement. Nothing contained herein shall constitute a waiver of any right that Grantor may have for any damages to Grantor's property outside of the Easement Premises caused by Grantee's action. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

From and after June 13, 2013, subject to all the restrictions and limitations stated herein, the Easement includes the right to construct and install additional components of a Telecommunications Cable System within the Easement Premises. Grantee agrees that, unless (a) it is required to do so by the railroad or other owner of Railroad Right of Way or (b) it is commercially reasonable under the circumstances to do so, it will not install additional components of a Telecommunications Cable System in the area of the Easement Premises that is outside a parallel fence constructed by the railroad or other owner of Railroad Right of Way or is actually being used by the Grantor or its successor, provided, however, that the foregoing shall not be binding upon Grantee if Grantee's Telecommunications Cable System is currently located within such area. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the

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Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

The Easement includes all rights necessary to the lawful occupation of the Easement Premises by an existing Telecommunications Cable System, and by any additional Telecommunications Cable System that is constructed and installed by or on behalf of Grantee in the Easement Premises and that is owned or operated by either (a) Grantee or (b) any person or entity to which Grantee sold, granted, leased, or otherwise transferred or may hereafter sell, grant, lease, assign, or otherwise transfer, all or any part of the rights in or use of such Telecommunications Cable System.

The Easement, however, does not apply to any Telecommunications Cable System that existed on October 11, 2012, but that was acquired by Grantee after that date (unless such Telecommunications Cable System or component thereof was acquired from any of Sprint Communications Company L.P.; Qwest Communications Company, LLC, f/k/a Qwest Communications Corporation; Level 3 Communications, LLC, Level 3 Communications, Inc., and Level 3 Telecom Holdings, Inc.; Wiltel Communications, Inc.; Wiltel Communications, LLC; and Williams Communications, LLC, f/k/a Williams Communications, Inc., f/k/a Vyvx, Inc.).

The Easement includes all rights granted herein that are necessary to authorize MCI Communications Services, Inc. a Delaware corporation, ("MCI"), lawfully to own, operate, use, permit others to use, and maintain the Telecommunications Cable System described in that certain Amended and Restated System Use and Service Agreement, dated September 1, 1991, between WTG-East, Inc., predecessor in interest to MCI and US Sprint Communications Company Limited Partnership, predecessor in interest to Sprint, and used by both MCI and

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Sprint ("the LightNet System"), provided, however, that nothing in this Easement shall be construed to convey rights to MCI, except through Grantee, in any telecommunications cable system other than the LightNet System.

No oil, gas, or other mineral rights are granted and no existing oil, gas, or other mineral rights are expanded, limited, or affected by this instrument, provided, however, that Grantor shall not use a method of extraction that interferes with or impairs in any way the Easement, the Telecommunications Cable System, or the exercise of Grantee's rights herein.

Grantor shall not, nor shall Grantor authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over, under, through, or across the Easement Premises without the prior written consent of Grantee, provided that nothing herein shall be construed to affect the rights and obligations of any railroad with respect to the use, improvement, or alteration of its Railroad Right of Way, as provided in any agreement between the railroad and the Grantee, by applicable law, or otherwise.

It is understood and agreed that the Easement is not exclusive and is subject to all pre-existing uses and pre-existing rights to use the Easement Premises, whether such uses are by Grantor or others and whether for surface uses, crossings, or encroachments by communication companies or utilities. It is further understood and agreed that Grantor retains all of its existing rights, if any, to grant, convey, assign, and restrict any and all rights (including future rights and uses) on the Easement Premises, provided, however, and notwithstanding the foregoing, that Grantor shall not use or authorize others to use the Easement Premises in a manner that interferes with or impairs in any way Grantee's Telecommunications Cable System or the exercise by Grantee of the rights granted herein.

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Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purposes stated herein, including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the Telecommunications Cable System.

Grantor conveys the Easement without warranty of title to any property interest in the Easement Premises. This instrument does not address and shall not affect any real property rights, including the priority of interests, between Grantor and any railroad or between Grantee and any railroad, or any of their predecessors, successors, past or present predecessors in interest, successors in interest, successors in title, members, partners, parents, subsidiaries, affiliates, lessees, assigns, and past, current, or future licensees or assignees. This Easement is not intended to impact or diminish any railroad's existing rights or property interests in the Right of Way. This Easement shall not be construed to permit Grantee to interfere with railroad operations. This Easement also shall not permit any component of a Telecommunications Cable System to remain in a Railroad Right of Way except (a) under existing or future agreements with the railroad or (b) in any Railroad Right of Way in which no railroad operates and no railroad retains any right, title, or interest. This Easement also shall not permit any new components to be installed to connect the existing Telecommunications Cable System to the edge of the Right of Way in any Railroad Right of Way as to which the Interstate Commerce Commission or the Surface Transportation Board has entered an order, pursuant to 49 U.S.C. § 10903, that the railroad is authorized to cease to provide or maintain rail service over that right of way and the railroad no longer provides or maintains rail service over that line, provided that if the railroad does not cease such rail service or later reactivates such service, then this limitation shall not apply.

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This Telecommunications Cable System Easement Deed is executed and delivered on behalf of Grantor for the purpose of granting the Easement to Grantee in, on, over, under, through and/or across the Easement Premises to the full extent of Grantor's right, title or interest, if any, in or to the Easement Premises, and the Easement granted hereby shall affect the Easement Premises only to the extent of Grantor's right, title, and interest therein. Grantor and Grantee agree that this Telecommunications Cable System Easement Deed shall not grant any rights to the Easement Premises, or any portion thereof, in which Grantor holds no right, title or interest.

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement, right of way, license, lease, or any similar instrument or court order. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement, right of way, license, lease, or any similar instrument or court order.

The terms and provisions of this instrument shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Settling Defendants, the Grantor, their successors, assigns, personal representatives, and heirs.

This instrument fully sets forth the terms and conditions of the Easement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this instrument.

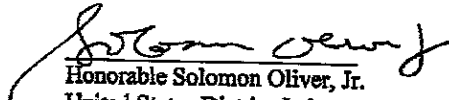
TO HAVE AND TO HOLD the Easement, rights and privileges unto Grantee, its successors and assigns in perpetuity or until such time as Grantee shall cause the Easement to be released of record.

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3. Settling Defendants may record this Easement under the terms and conditions set forth in the Settlement Agreement.

Date: 6/13/13


Honorable Solomon Oliver, Jr.
United States District Judge

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EXHIBIT 1 TO
EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION
LIST OF PROPERTIES ENCUMBERED BY EASEMENT
OTTAWA COUNTY

<u>County Parcel Number</u>	<u>Township or Municipality</u>	<u>Grantor's Last Name</u>	<u>Grantor's First Name</u>
0010006700075000	Allen	Zychowicz	Raymond J & Susan
0010009100102000	Allen	Kozina	Ronald A & Susan M
0010012100138000	Allen	Guardian Millbury Corp	
0010012100146000	Allen	Guardian Millbury Corp	
0010014300165001	Allen	Morgan	Todd B & Maria M
0010088925428000	Allen	R Dale & Shirley A Reeder Tr	
0011350026343000	Allen	Clere	Pamela & Dennis
0011891425435000	Allen	Weis	Michael J & Lori L
0011891425435001	Allen	Leidy	Douglas R & Kathleen S
0011891425435002	Allen	Wagner	James C & Barbara J
0011891425435003	Allen	Kennedy	Beverly A
0011892125447000	Allen	Reeder	Donald M & Joel C
0011914929409000	Allen	Shessler	Lisa A & Lori J Cameron
0011914929409003	Allen	Louisville Title Agency for NW Ohio Inc Tr	
0011951529412000	Allen	Reeder Farms Inc	
0011951529414000	Allen	Reeder Farms Inc	
0020088900001000	Allen	Reeder	R Dale & Shirley A
0040122701532000	Benton	AMG Real Estate LLC	
0040122701532001	Benton	Federal National Mortgage Assoc	
0040122901534000	Benton	Parlette	James R & Donna
0040123401541000	Benton	Gahler	Eric D
0040124701560000	Benton	Bosch	Ronald J Jr & Mary M
0040124702113000	Benton	Bosch	Ronald J Jr & Mary M
0040127501854000	Benton	Teets II+172	Glenn C
0040129201846000	Benton	Phyllis L & Carl H Bensch Teets	

EXHIBIT 1 TO
EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION
LIST OF PROPERTIES ENCUMBERED BY EASEMENT
OTTAWA COUNTY

<u>County Parcel Number</u>	<u>Township or Municipality</u>	<u>Grantor's Last Name</u>	<u>Grantor's First Name</u>
0040129201847000	Benton	Phyllis L & Carl H Bensch Ttees	
0040133401802000	Benton	Melvin & Norma Jane Reif Ttees	
0040135001695000	Benton	Perry	Daniel & Regina
0040135401698000	Benton	Sondergeld	Gerald
0040137201721000	Benton	Lauren B & Faye I Milbrodt Ttees	
0040137501725000	Benton	Epling Farms LLC	
0040138601738001	Benton	Reif	Bradley D & Carrie J
0040146901839000	Benton	Phyllis L & Carl H Bensch Ttees	
0040148201859000	Benton	Thorbahn	Mona L
0040149501870000	Benton	Lester & Alice Nehls Ttees	
0040154403578000	Benton	Kruse	Megan C
0040154703583000	Benton	Wyss	Brian Sr & Sue A
0040156701804000	Benton	Gross	Herbert H Jr & Pamela S
0040156701804001	Benton	Corbin	Donald & Janice
0040156702046000	Benton	Avers	Steven D & Linda K
0040157103489000	Benton	Geller	Robert L
0040162002028000	Benton	Corbin	Donald B & Janice
0040162502034000	Benton	Dewitt	James W & Reggie A
0040162502036000	Benton	Dewitt	James W & Reggie A
0040162502039000	Benton	Dewitt	James W & Reggie A
0040162802038000	Benton	Ekleberry	Donald A & Sue E
0040166302081000	Benton	Buhrow	Richard F
0040166502083000	Benton	Hughes	Robbie L Jr & Cheryl
0040166502087000	Benton	Hughes	Robbie L Jr & Cheryl
0040168302104000	Benton	Gaines	Nathan T
0040168502106000	Benton	Davis	Daniel R
0040168802111000	Benton	Besnaiske	Donald & Jeanette

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<u>County Parcel Number</u>	<u>Township or Municipality</u>	<u>Grantor's Last Name</u>	<u>Grantor's First Name</u>
0040168823846000	Benton	Belkofer	Wm C & Geena L
0040172102155000	Benton	Belkofer	William & Geena
0040172402158000	Benton	Schmidt	Tod P
0040172602295000	Benton	Dusseau	Edward C & Kimberly E
0040172602297000	Benton	Tabbert Prop LLC	
0040175802207000	Benton	Hoffman	Arthur & Sondra S
0040176202214000	Benton	Edwards	Mark A & Julie J
0040182202296000	Benton	Schmenk	Joshua T
0040182402298000	Benton	Tabbert Prop LLC	
0040182502300000	Benton	Distel	Jake A & Rosemary
0040348221865000	Benton	Hanely	Lee A & Tamra L
0041880225236000	Benton	Jerry L & Marilyn Miller Ttees	
0041900325606000	Benton	Kovac	Kenneth A & Dawn M
0041931226779000	Benton	Wahl	Benjamin N
0041931229592000	Benton	Wahl	Benjamin N
0041983822649000	Benton	Mary L Goetz Ttee	
0041983822651000	Benton	Mary L Goetz Ttee	
0041983829563000	Benton	Roger R Goetz Ttee	
0042126035057000	Benton	Avery	Douglas & Micele M
0042126035058000	Benton	Avery	Douglas & Micele M
0050119102127000	Benton	Goetz	Thomas
0050167602096000	Benton	Boss	John D
0050169102118000	Benton	Du Prae	Don R
0050169102381000	Benton	Du Prae	Don R
0050169902128000	Benton	Jenkins	Bryan E
0050169902193000	Benton	Mesker	Terry
0050170202133000	Benton	Goetz	Thomas
0050173102169000	Benton	Metcalf	Ernie Jr & Becky
0050173102196000	Benton	Metcalf	Ernie Jr & Becky
0050173502192000	Benton	Mesker	Terry
0050174502189000	Benton	Fillmore	Janet

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0050174502191000	Benton	Fillmore	Janet
0050185302355000	Benton	Weitzel	Daisy L
0050188602402000	Benton	William E & Susan M Schlipf Ttees	
0050188602409000	Benton	William E & Susan M Schlipf Ttees	
0050188602413000	Benton	William E & Susan M Schlipf Ttees	
0050203702341000	Benton	Goetz	Lowell
0050203702645000	Benton	Buchler	Donald B & Rita L
0050207402630000	Benton	Halm	Beatrice A
0050208102637000	Benton	Blatt	Russell
0050358404056000	Benton	Goetz	Lowell
0052120634975000	Benton	Joseph et al	Allene & Robert
0060336104327000	Bay	Hurrell II	George
0100010603643000	Clay	Jensen	Daniel A & Jennifer M
0100197127651000	Clay	Yackee	Lee R
0100346504998000	Allen	Hellwig	Lyle J
0100346504998000	Clay	Hellwig	Lyle J
0100769118500000	Clay	Drummond	Fred
0101335414290000	Clay	Bryan	James R & Glee Ann
0101335418505000	Clay	Bryan	James R & Glee Ann
0101342618108000	Clay	Nickelsen	Glen A
0101343218177000	Clay	Ehrsam	Charles
0101344418594000	Clay	Dempsey	Gertrude A
0101370218596000	Clay	Yackee	Lee
0101371327652000	Clay	Drummond	Jack M
0101371327653000	Clay	Drummond	Jack M
0101373418499000	Clay	Jensen	Karen Ann
0101374618492000	Clay	Newman	Sylvia
0101374618493000	Clay	Newman	Sylvia
0101374818495000	Clay	Yackee	Lee R
0101374918496000	Clay	Yackee	Lee R

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0101375018498000	Clay	Yackee	Lee R
0101879125220000	Clay	Bringe et al	Fred & Margie
0101947027550000	Clay	Sleek	Tony & Lola
0140214229555000	Danbury	Standard Slag Co The	
0140214229556000	Danbury	Lafarge North American Land Dept	
0140214229562000	Danbury	Lafarge North American Land Dept	
0140214229572000	Danbury	Standard Slag Co The	
0140467606734000	Danbury	Louisville Title Agency for NW Ohio Inc Tr	
0140846328409000	Danbury	Lammers	Peter & Sue Ann
0141148315420000	Danbury	Spencer	Nadine H & Timothy A Hall
0141150015392000	Danbury	Chapin Lake Resort Ltd	
0141150015402000	Danbury	Chapin Lake Resort Ltd	
0141150215427000	Danbury	Bay Investments Inc	
0141154415452000	Danbury	Chapin Lake Resort Ltd	
0141155915510AGR	Danbury	Bauman	Roy & Matilda
0141156215499000	Danbury	Lammers	Joyce M
0141178930284003	Danbury	Lyles	Charles R
0141178930284004	Danbury	Chapman	Ryan J
0141178930284014	Danbury	Beulah Swartz Ttee	
0141504329396000	Danbury	Lammers	Joyce M
0141504329405000	Danbury	Lammers	Joyce M
0141504329410000	Danbury	Lammers	Joyce M
0141906831314000	Danbury	Standard La Farge Inc	
0142000730469000	Danbury	Mares	Joseph W
0142000830472000	Danbury	Wesson	George & Ava L
0142038532659000	Danbury	Stokes	Sylvester & Charlene
0142038532660000	Danbury	Stokes	Sylvester & Charlene
0160063300860000	Erie	Kuras	Janice S

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0160569108662000	Erie	Robert G & Dorothy P Rice Ttee	
0160569908725000	Erie	Skinner	Steven
0160614408867000	Erie	Epke	Donald
0160640008477000	Erie	Clem	Richard
0160643408664000	Erie	Spitler	Johnathon J
0160643408665000	Erie	Meachen	Charles
0160643408716000	Erie	Meachen	Charles
0160644608718001	Erie	Robert J & Barbara J Libben Tr	
0160645908846000	Erie	Randall L & Mitylene S Finken Tr	
0160645908854000	Erie	Randall L & Mitylene S Finken Tr	
0160645908854000	Erie	Randall L & Mitylene S Finken Tr	
0160649408893001	Erie	Marquez	Karyle Ann
0160649409082001	Erie	Marquez	Karyle Ann
0160663108845000	Erie	McRitchie	T Park
0160663108845001	Erie	Stires	James & Jody
0160663108845002	Erie	Herzig	John H
0160663108845003	Erie	Jialanella	Eugene L
0160663108845004	Erie	Garza	Arturo & Karen S
0160663108845005	Erie	Madsen	Chris R & Julie L
0160663108845006	Erie	Dubbert	Larry C & Della A
0160663108845007	Erie	Dubbert	Larry C & Della A
0160663108845008	Erie	Lay	Scott W
0160664208657000	Erie	Helle	Donald Jr & Loyola
0160668708739000	Erie	Mongelli	Joyce R
0160669608731000	Erie	Jess	Donald L & Marcia
0160671808767000	Erie	Hayes	Jayson Tod
0160673008779000	Erie	Veres	Judith A
0160673008982000	Erie	EPW Inc an Ohio Corp	

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0160673208781000	Erie	Sharp	Mildred
0160673608786001	Erie	Ksm & M LLC An Ohio LLC	
0160673608975001	Erie	Abbott	Delilah Jane
0160673608975010	Erie	Abbott	Delilah Jane
0160673608975011	Erie	Abbott	Delilah Jane
0160673608975012	Erie	Abbott	Delilah Jane
0160673608975013	Erie	Abbott	Delilah Jane
0160673608975014	Erie	Abbott	Delilah Jane
0160673608975015	Erie	Ksm & M LLC An Ohio LLC	
0160674008790000	Erie	Mullens	Charles & Sandra
0160674408794000	Erie	Kelly	Donald
0160674808801000	Erie	Clem	Richard
0160675008803000	Erie	Collins	Steven B & Rosemary
0160675608814000	Erie	Such Fisher Inc	
0160675608814001	Erie	North Channel Prop LLC	
0160677108835000	Erie	Libben	George & Doris
0160679908872000	Erie	Shortridge	Mary Jo
0160680808909000	Erie	Hensley	Robert J & Karen
0160682408907000	Erie	Whitfield	William & Jean
0160682408907001	Erie	Whitfield	William D & Jean
0160682408907001	Erie	Whitfield	William D & Jean
0160682408907002	Erie	Whitfield	William D & Jean
0160683208916000	Erie	McClellan	John Earl & Faye
0160683808923000	Erie	Banchich	Stephen
0160683808923001	Erie	Banchich	Stephen
0160683908924000	Erie	Banchich	Barbara
0160683908924001	Erie	Banchich	Stephen
0160684308928000	Erie	Ireland	Margaret L
0160684308931000	Erie	Ireland	Margaret L
0160684408929000	Erie	Cook	Jeffrey L

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0160686229709000	Erie	Moyer	Kim A & Donna M
0160686908964000	Erie	Kuras	Gerald C
0160686908964001	Erie	Gerald C Kuras Tr	
0160686908964002	Erie	Gerald C Kuras Tr	
0160686908964003	Erie	Kuras	Gerald C
0160687108966000	Erie	Brandt	Gregory & Linda S
0160687308973001	Erie	Selfstorage Ltd an Ohio LLC	
0160687508972000	Erie	Hopf Jr	Allwyne
0160691009022000	Erie	Bacak Jr	Stephen
0160691109023000	Erie	Messa	Michael & Susan
0160691309026000	Erie	France	James G & Cynthia R
0160691509028000	Erie	Rodgers	Tonda K
0160691609030000	Erie	Roger G & Joeva T Schlipf Ttees	
0160692209038000	Erie	Dile et al	James D
0160692608939000	Erie	Floro	Kent D & Darrell L
0160692609041000	Erie	Floro LP	
0160778317848000	Erie	Castillo	Maria Gloria
0160877918862000	Erie	Nix	Linda
0161172527050000	Erie	Shipley	Michael R
0161172527051000	Erie	Lee	Leo D & Trudie L
0161198627137000	Erie	Kuras	Janice S
0161688324909000	Erie	Collins	Dale & Wilma
0161688324913000	Erie	Collins	Dale & Wilma
0161688324917000	Erie	Collins	Dale & Wilma
0161980108660000	Erie	Marinewood Enterprises	
0161981108819000	Erie	Wells	Anthony P & Andrea
0162062933676000	Erie	Matthews	Brent W
0162071033895000	Erie	Nystrom	Shaun B
0162111134837000	Erie	Bonhard	Paul D

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0200353726377000	Portage	United States Gypsum Co	
0200353726378000	Portage	United States Gypsum Co	
0200353726385000	Portage	United States Gypsum Co	
0200421005904000	Portage	Large	Thomas & Joan
0200456306071000	Portage	Fuerstenberg	Rebeca L
0200670621640000	Portage	Appleman	Judith A
0200710209359000	Portage	Mares	Michael & Paula
0200710709365000	Portage	Mikes Bayfront Camping Inc	
0200710909368000	Portage	Mc Kenna	Walter R
0200710909410000	Portage	Mc Kenna	Walter R
0200719004724000	Portage	K West Development LLC	
0200719009514AGI	Portage	K West Development LLC	
0200719009593000	Portage	K West Development LLC	
0200719009593001	Portage	K West Development LLC	
0200721709550000	Portage	Woods	Joyce
0200727109620000	Portage	Allen M Cabral Tree	
0200727209621000	Portage	Stephens	Ila
0200735309723000	Portage	United States Gypsum Co	
0200739109769000	Portage	Salyers	Brian V
0200739309771000	Portage	Eber	Genevieve M
0200740309781000	Portage	Lochotzki	Wilma Mae & Ted
0200740509783000	Portage	McClenathan	Clayton E & Sandra L
0200740609784000	Portage	Fuerstenberg	David F & Gloria J
0200740809786000	Portage	Hutchinson	Beverly

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0200741109789000	Portage	Wadsworth	Jenny
0200742709806000	Portage	Blackford	Robley & Teresa
0200742909808000	Portage	Cortez	Juan E & Mindy S
0200766425415000	Portage	Huskey	Ronald D & Tammy
0200841417183001	Portage	Wadsworth	Mark J & Kim H
0200841417183001	Portage	Wadsworth	Mark J & Kim H
0200984919944000	Portage	Day	Douglas W
0201006513490000	Portage	Hopkins	Ernest
0201906831317001	Portage	Segaard	David S & Joan
0201907531242000	Portage	Ohio Edison Co	
0202111834852000	Portage	Glovinsky	Julia
0202111834853000	Portage	Glovinsky	Julia
0210000200003000	Port Clinton	Russell	James
0210000300003001	Port Clinton	Hofacker	Roger
0210147501664000	Port Clinton	Coyle	William J
0210192102004000	Port Clinton	Rollins	Brenda K
0210192202020000	Port Clinton	Chumley	Phyllis J
0210257714642000	Port Clinton	Witter	George E & Virginia L
0210377423037000	Port Clinton	Blatt	Jerry L & Tonya J
0210651008677000	Port Clinton	Daniels	Micah L & Cheryl Y
0210673522713001	Port Clinton	Barris	Daniel J & Joan R
0210673522715000	Port Clinton	Brown	Walter R & Martha J
0210673523438000	Port Clinton	Zetzer IV	John
0210679116810000	Port Clinton	Furstenberg	Ashley N
0210693623030000	Port Clinton	Jefferson St Properties LLC	
0210693625512000	Port Clinton	Jefferson St Properties LLC	
0210721223457000	Port Clinton	Jerome E & Judith Oleksa Ttee	
0210723024338000	Port Clinton	Bennice	Lawrence & Carol O
0210730529310000	Port Clinton	Fox	Maurice & Betty

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0210730529311000	Port Clinton	Gypsum Tabernacle Inc	
0210730529312000	Port Clinton	Foster Auto Leasing Co	
0210740422596000	Port Clinton	Heineman Beverage Inc	
0210740422966000	Port Clinton	Heineman Beverage Inc	
0210740422970000	Port Clinton	Heineman Beverage Inc	
0210777423079000	Port Clinton	Velliquette	Elizabeth J
0211071224340000	Port Clinton	Cabral	Allen M & Barbara G
0211313929137000	Port Clinton	Ciacelli	Maria A
0211313929138000	Port Clinton	Bou Sliman	Brenda
0211314329191000	Port Clinton	Midtown Prop LLC	
0211318129193000	Port Clinton	Joseph A Darr Revoc Living Tr	
0211321729194000	Port Clinton	Maruschak	Richard R & Mary E
0211351829197000	Port Clinton	Riznikove	Allyn & Carol
0211352729198000	Port Clinton	Woods	Bruce D & Lisa M
0211362829200000	Port Clinton	Salyers	Hazel L
0211363029201000	Port Clinton	Heschel	Mary E
0211439728004000	Port Clinton	Kastro	Kay Ellen
0211671222558000	Port Clinton	Nietfield	Beverly
0211685522746000	Port Clinton	Brands Boatworks LLC	
0211696822894000	Port Clinton	Ford	Jeffery & Donna
0211696822897000	Port Clinton	Ford	Jeffery & Donna
0211697322901000	Port Clinton	TK Homes 308 LLC	
0211702022964000	Port Clinton	Mitchell	Robert & Mary
0211702722973000	Port Clinton	Peterlin	Ronald
0211706023012000	Port Clinton	Walter D Myers Ttee	
0211706823020000	Port Clinton	Royster	Timothy R
0211707423028000	Port Clinton	PBZ Marts Inc	

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0211707723032000	Port Clinton	Mitchell	Kelly G
0211707823035000	Port Clinton	Taylor	Todd A & Kimberly A
0211708023039000	Port Clinton	Roberts	Benjamin D & Jennifer
0211708323041000	Port Clinton	Burkholder	Mark A Jr & Jamie L
0211708423043000	Port Clinton	Chaffin	Marcia A
0211710223066000	Port Clinton	Sandwisch	Micheal W & Beth A
0211711223078000	Port Clinton	Midtown Prop LLC	
0211712623094000	Port Clinton	Carte	Dennis & Eloise
0211717323155000	Port Clinton	Dubbert	Joyce
0211744323480000	Port Clinton	Petersen	Gordon & Bernice
0211744325619000	Port Clinton	Petersen	Gordon & Bernice
0211746523504000	Port Clinton	McDavitt	Earl Irvin
0211747823522000	Port Clinton	Hise	Eric L
0211773231485000	Port Clinton	WSOS Community Action Commission Inc	
0211778923883000	Port Clinton	Eshbaugh	Owen & Carolyn
0211781823922000	Port Clinton	Williams	Kay Ellen
0211789125566000	Port Clinton	White	Jean M
0211827424487000	Port Clinton	Jones	Raymond
0211827724490000	Port Clinton	Isbell	Joseph A & Mary
0211827931374000	Port Clinton	Swartz	Beulah M & James R
0211827931381000	Port Clinton	Cantu	Dolores J
0211828224498000	Port Clinton	Smith	Cora Lee
0211830524526000	Port Clinton	H T Prop Inc	
0211830724528000	Port Clinton	Cox	Jerry
0211833400747000	Port Clinton	MJG Investments LLC	
0211866729030000	Port Clinton	Dlugoleski	Andrea
0211895025513000	Port Clinton	Deutsche Bank National Tr Co	
0211903203851000	Port Clinton	Brown	Walter R & Martha J
0211910626265000	Port Clinton	Port Clinton Corp	

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0211913026284000	Port Clinton	Church of God of Port Clinton	
0211991630060001	Port Clinton	Knous	Jack L & Joyce A
0212127835095000	Port Clinton	Bailey	Michele M
0260315824954000	Salem	Tester	Dennis D & Debra L
0260320429072000	Salem	Johnson	Earl J
0260569108552000	Salem	Robert G & Dorothy P Rice Tr	
0260569108552000	Salem	Robert G & Dorothy P Rice Tr	
0260585508468000	Salem	Sarah Y Behnke Tr	
0260586408474000	Salem	Johnson	Earl J
0260586508481000	Salem	Rieff	Curtis A
0260591908372000	Salem	Spangler	David
0260626508157000	Salem	The Hungting National Bank	
0260627008321000	Salem	Hartigan	John P & Linda L
0260627710652000	Salem	Croll	Emery J & Suzette
0260627710652000	Salem	Croll	Emery J & Suzette
0260629308377001	Salem	Bradbury	John & Mayetta S
0260629908196000	Salem	Schimming	Ronald F & Bonnie L
0260643308374000	Salem	Bradbury	John & Mayetta
0260654808532000	Salem	Neidert	James
0260655908441003	Salem	Hayes	Richard R & Shelley L
0260655908551000	Salem	Cheryl Christie Tr	
0261043935104000	Salem	Johnson	Earl J
0261043935104001	Salem	Jones	Aurora
0261272127305000	Salem	Kurt F & Lola M Grieger LE et al	
0261863425095000	Salem	Nietfeld	Steven W
0261871325089000	Salem	Gladys M & David J Milbrodt Successor Tr	

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0261871325089000	Salem	Gladys M & David J Milbrodt Successor Tr	
0261871325091000	Salem	Gladys M & David J Milbrodt Successor Tr	
0261871725100000	Salem	Whipple	Todd F
0261871725100001	Salem	Whipple	Todd F
0261871925101000	Salem	Whipple	Todd F
0261995730321000	Salem	Curtis A Reiff Tr	
0262104234735000	Salem	Behnke Farms LLC	
0270097014589000	Salem	Snyder Real Estate Ltd	
0270204802151000	Salem	Dotson	Jessica M & Robert W
0270406429001000	Salem	Whaley	Bette E
0270641508351000	Salem	Zilles	Robert & Lillian
0270974121023000	Salem	Starnes	Carolyn E
0271091414590001	Salem	Foust Schafer LLC	
0271091514591000	Salem	Borjas	Mary D
0271091614595000	Salem	Finke	Dennis
0271091714593000	Salem	Finke	Dennis
0271091814594000	Salem	Finke	Dennis W
0271093114610000	Salem	Wargowsky	Becky L
0271094514627000	Salem	St Clair	Douglas L & Sally A
0271111814857000	Salem	R E Wilson Properties LLC	
0271111814861000	Salem	R E Wilson Properties LLC	
0271113614882000	Salem	Jess	Lucille
0271123414623000	Salem	Cress	Robert L

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 OTTAWA COUNTY, OHIO
 VIRGINIA M. PARK
 02-28-2007 At 03:05 pm.
 JUDGE ENTRY 204.00
 DR Book 1178 Page 543 - 566

UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF INDIANA
 INDIANAPOLIS DIVISION

IN RE:

AT&T FIBER OPTIC CABLE
 INSTALLATION LITIGATION

THIS DOCUMENT RELATES TO:
 1:00-cv-01293-DFH-TAB (Kale)

CAUSE NO. 1:99-ML-9313-DFH-TAB
 MDL DOCKET NO. 1313

(OHIO ACTIVE LINES)

SUPPLEMENTAL FINAL ORDER AND JUDGMENT

On January 2, 2003, counsel for AT&T Corp. and AT&T Communications - East, Inc. (formerly AT&T Communications, Inc.) (collectively AT&T) and Class Counsel executed that Certain Ohio "Telecommunication Cable"/Railroad Corridor Class Settlement Agreement, providing AT&T, among other things, an easement running along certain railroad corridors in Ohio (the "Settlement Agreement"). On January 8, 2003, the Court entered an Order conditionally approving the Settlement Agreement. On October 6, 2003, this Court executed a Final Order and Judgment in these proceedings approving that settlement (the "Final Order and Judgment"), which was entered on October 7, 2003 and conformed *nunc pro tunc* on December 2, 2003.

In paragraph 8 of the Final Order and Judgment, the Court granted AT&T a sixteen and one half (16 1/2) foot wide easement, consistent with Paragraph VI.A.1 of the Settlement Agreement, for telecommunications purposes through the Settlement Corridor (as defined in the Settlement Agreement) vis-à-vis all Current Landowners (as defined in the Settlement Agreement) and their respective successors in interest. Under Paragraph VI.A.1. of the Settlement Agreement, this permanent telecommunications easement gives AT&T the right to

CHICAGO TITLE COMPANY

operate, maintain, upgrade and expand its existing cable, as well as to install new conduits and fiber or replacement technology within the easement and shall permit unrestricted use, licensing and assignment of such facilities, which have been or may be constructed, installed, or acquired by AT&T for its primary use.

Paragraph 12 of the Final Order and Judgment provides that AT&T or Class Counsel may, at their respective options and cost, file/record/index the Final Order and Judgment or a notice thereof, in the name of each Class Member who owns any property affected by the easement in the judgment or land records of the jurisdiction in which the real estate is located.

Paragraph 12 of the Final Order and Judgment also provided that this Court retains jurisdiction to enter supplemental orders and judgments to effectuate the recordation of AT&T's property rights.

This Supplemental Final Order and Judgment specifically identifies the owners of property affected by the easement described in Paragraph 8 of the Final Order and Judgment and describes the affected property to effectuate the recordation of AT&T's property rights.

Accordingly, in order to effectuate the recordation of AT&T's property rights, it is hereby **ORDERED AND ADJUDGED** as follows:

1. The maps included at Attachment A illustrate, by county in Ohio, the portions of railroad corridors and adjoining property affected by the easement provided in Paragraph 8 of the Final Order and Judgment. Attachment A is broken down by Ohio county into a number of sub-parts labeled A1, A2, A3, etc. If AT&T chooses to file/record/index this Supplemental Final Order and Judgment in the judgment records or land records of a particular county pursuant to Paragraph 12 of the Final Order and Judgment, it is permitted to attach to this Supplemental Final Order and Judgment only the sub-part of Attachment A that corresponds to that county.

2. Attachment B is a series of descriptions, by county in Ohio, that describe the portions of railroad corridors and adjoining property affected by the easement provided in Paragraph 8 of the Final Order and Judgment. Attachment B is broken down for each Ohio county into a number of sub-parts labeled B1, B2, B3, etc. If AT&T chooses to file/record/index this Supplemental Final Order and Judgment in the judgment records or land records of a particular county pursuant to Paragraph 12 of the Final Order and Judgment, it is permitted to attach to this Supplemental Final Order and Judgment only the sub-part of Attachment B that corresponds to that county.

3. Attachment C consists of two spreadsheets that list all owners of property from whom an easement was obtained and describes the parcels of property subject to the easement provided in Paragraph 8 of the Final Order and Judgment. One of the spreadsheets lists the parcels within each county by the names of the landowners, and the other spreadsheet lists the parcels within each county in order as they appear along the settlement corridors. Each spreadsheet in Attachment C is broken down by Ohio county into a number of sub-parts labeled C1, C2, C3, etc. If AT&T chooses to file/record/index this Supplemental Final Order and Judgment in the judgment records or land records of a particular county pursuant to Paragraph 12 of the Final Order and Judgment, it is permitted to attach to this Supplemental Final Order and Judgment only the sub-part of Attachment C that corresponds to that county.

4. If AT&T chooses to file/record/index this Supplemental Final Order and Judgment in the judgment records of a particular county pursuant to Paragraph 12 of the Final Order and Judgment, the Supplemental Final Order and Judgment shall be filed/recorded/indexed by the names of the parties listed in the column "Property Owner Name" of Attachment C to this

COPY

Supplemental Final Order and Judgment as grantors and AT&T Corp. and AT&T Communications - East, Inc. as grantee.

5. Additionally, AT&T, at its own cost may, pursuant to Ohio Revised Code §5301.252, execute Affidavits in Aid of Title reciting the terms of the easement provided by Paragraph 8 of the Final Order and Judgment and file the Affidavits in Aid of Title in the land records of each Ohio County, indexed by the names of the railroad corridors affected by the easement. A sample form for the Affidavits in Aid of Title that may be used is included as Attachment D.

SO ORDERED this 21st day of November, 2006.

David F. Hamilton

Judge, David F. Hamilton
United States District Court
Southern District of Indiana
Indianapolis Division

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AT&T Active - Ohio
Ottawa County
As of October 17, 2006



Ohio - Ottawa County
Descriptions of Settlement Corridor Beginning and Ending Points
As of October 17, 2006

Harrisburg to Chicago (Cleveland to Toledo) - Conrail

Beginning Point – 7,400 ft. southeast of the intersection of State Highway 269 and East Bay Shore Rd. in Ottawa County, Ohio.

The corridor travels northwest through the following sections:

TWN6N-RNG17E-SEC1
TWN6N-RNG17E-SEC2
TWN6N-RNG17E-SEC3
TWN6N-RNG17E-SEC4
TWN6N-RNG17E-SEC5
TWN6N-RNG17E-SEC6
TWN6N-RNG16E-SEC1
TWN7N-RNG16E-SEC36
TWN7N-RNG16E-SEC35
TWN7N-RNG16E-SEC34
TWN7N-RNG16E-SEC33
TWN7N-RNG16E-SEC32
TWN7N-RNG16E-SEC31
TWN7N-RNG15E-SEC36
TWN7N-RNG15E-SEC35
TWN7N-RNG15E-SEC34
TWN7N-RNG15E-SEC33
TWN7N-RNG15E-SEC32
TWN7N-RNG15E-SEC31
TWN7N-RNG14E-SEC36
TWN7N-RNG14E-SEC25
TWN7N-RNG14E-SEC26
TWN7N-RNG14E-SEC27
TWN7N-RNG14E-SEC28
TWN7N-RNG14E-SEC29
TWN7N-RNG14E-SEC20
TWN7N-RNG14E-SEC19
TWN7N-RNG13E-SEC24
TWN7N-RNG13E-SEC23
TWN7N-RNG13E-SEC22
TWN7N-RNG13E-SEC15
TWN7N-RNG13E-SEC16
TWN7N-RNG13E-SEC17
TWN7N-RNG13E-SEC18

Ending Point – 5,400 ft. northwest of the intersection of State Route 51 and North Billman Rd. in Ottawa County, Ohio.

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Erin H. Henschel, et al. v. AT&T Corp., et al. - Ohio
 Order of Judgment
 Ottawa County
 As of April 25, 2006

Primary Sort: Tax Parcel Number																
Mailing Address				Property Information												
Count	Property Owner Name	Address	City	State	Zip	Property County	Tax Parcel Number	Property Address	Property Description	Indexed	Tax Map Number	Section	Township	Range	Acres	Total From Package
1	CON. LUTHER & LUTHER	1008 STANLEY RD	Garrettsville	OH	43411	OTTAWA	0000000100072000	3223 N GERRA CLAY CENTER E	PT SE 1/4	Overall						1.12
2	STING, FRANKLIN & SHIPLEY	2423 N GERRA CLAY CENTER E	Garrettsville	OH	43419	OTTAWA	000000000000000000	3223 N GERRA CLAY	PT SW 1/4 N OF RR (246 X 130)	Overall						1.12
3	SCHUBRING, KATHLEEN	3300 N GERRA CLAY CENTER E	Garrettsville	OH	43430	OTTAWA	000000000000000000	3300 N GERRA CLAY CENTER RD	W 1/2 SW 1/4 N OF RR	Overall						2.35
4	DESPONER, FRANKLIN & GALE	3300 N GERRA CLAY CENTER E	Garrettsville	OH	43430	OTTAWA	000000000000000000	3300 N GERRA CLAY	W 1/2 SW 1/4 N OF RR (240 X 330 & 346 X 203)	Overall						2.11
5	SCULLER, ETAL, ROBERT L	508 WEST ST	Garrettsville	OH	43430	OTTAWA	000000000000000000	508 WEST ST	PT NW 1/4 SE 1/4 N OF RR	Overall						9.14
6	MORGAN, DAN L ETAL	508 CHIL WELL ST	Garrettsville	OH	43430	OTTAWA	000000000000000000	508 CHIL WELL ST	PT NW 1/4 SE 1/4 N OF RR	Overall						1.47
7	STROSCHE, BESSIE MAE	540 Erie Street, PO Box 47	Garrettsville	OH	43416	OTTAWA	000000000000000000	540 Erie St & 793	PT NW 1/4 SE 1/4 N OF RR	Overall						1.20
8	RYDER, ERMA NUT & EARL	BOX 194	Garrettsville	OH	43447	OTTAWA	000000000000000000	2814 N POSTORIA RD	W 1/2 NW 1/4 SE 1/4 N OF RR	Overall						5.50
9	GALETTIER, LAWRENCE A	2129 BELLEVIEW RD	Garrettsville	OH	43410	OTTAWA	000000000000000000	2129 BELLEVIEW RD	W 1/2 NW 1/4 SE 1/4 N OF RR	Overall						2.46
10	BLAIR, TRUSTEES	2220 N BELMONT RD	Garrettsville	OH	43412	OTTAWA	000000000000000000	3330 N BELMONT RD	W 1/2 NW 1/4 SE 1/4 N OF RR	Overall						1.42
11	ELKINS, DORIS J & JANE L SAT	3403 N BELMONT RD	Garrettsville	OH	43407	OTTAWA	000000000000000000	3403 N BELMONT RD	W 1/2 NW 1/4 SE 1/4 N OF RR	Overall						1.42
12	TULPO, DORIS J & JANE L SAT	3403 N BELMONT RD	Garrettsville	OH	43407	OTTAWA	000000000000000000	3403 N BELMONT RD	W 1/2 NW 1/4 SE 1/4 N OF RR	Overall						1.42
13	WILSON, LAWRENCE A	77 Maple Street	Garrettsville	OH	43408	OTTAWA	000000000000000000	3327 N BELMONT RD	W 1/2 NW 1/4 SE 1/4 N OF RR	Overall						1.29
14	WILSON, LAWRENCE A	2220 N BELMONT RD	Garrettsville	OH	43412	OTTAWA	000000000000000000	3327 N BELMONT RD	W 1/2 NW 1/4 SE 1/4 N OF RR	Overall						1.29
15	WILSON, LAWRENCE A	PO BOX 1400 750	Garrettsville	OH	43408	OTTAWA	000000000000000000	3014 W MARTIN WILLIAMS	PT SE 1/4 NW 1/4 N OF RR	Overall						1.20
16	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
17	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
18	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
19	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
20	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
21	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
22	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
23	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
24	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
25	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
26	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
27	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
28	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
29	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
30	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
31	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
32	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
33	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
34	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
35	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
36	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
37	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
38	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
39	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
40	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
41	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
42	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
43	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
44	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35
45	WILSON, LAWRENCE A	523 MAIN ST	Garrettsville	OH	43408	OTTAWA	000000000000000000	508 X 214	MAIN LOT 10 PT SUB LOT 3	Overall						35

46	SCHIEP, WILLIAM J & JENNY L SGT	17249 W TOUSSAINT RD	Capetown	OH	43432	OTTAWA	00401400176000		PT PAS/CHL OUTLOT 10	Overall	0	432
47	SCHIEP, WILLIAM J & JENNY L SGT	17249 W TOUSSAINT RD	Capetown	OH	43432	OTTAWA	00401400176000		NE COR NW 1/4 NE 1/4	Overall	0	432
48	OSTERBACH ETAL, RIBB M	314 COUNTRY MEADOWS DR	Oak Harbor	OH	43449	OTTAWA	00401400176000	W ELLISTON B & W RD	PT W 1/2 W 1/2 NE 1/4	Overall	0	432
49	HANSELMAN, ROBERT W	4101 Fourth Ave.	Johns	PA	19416	OTTAWA	00401400176000	1759 ELLISTON E & W RD	NE PT NE 1/4	Overall	0	432
50	OSTERBACH, RIBB M & RUTH SGT	314 COUNTRY MEADOWS DR	Oak Harbor	OH	43449	OTTAWA	00401400176000	1759 ELLISTON E & W RD	BLK 3 LOTS 3-4 & 5 RODNEY	Overall	0	432
51	ANVER, JOSEPH AS & MICHELLE M	407 H 11TH ST	Frank	OH	43439	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
52	CARROLL, JERRY F & CANDIE L SGT	2169 ELLISTON TROW RD	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
53	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
54	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
55	GRUBBS, DONALD W & MICHELLE L SGT	631 STANG RD	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
56	WAGNER, TERRY K & CHERYL M SGT	13210 SCHILLER RD	Oak Harbor	OH	43449	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
57	FORWARD, JIM & JERRY L SGT	1470 SCHILLER RD	Oak Harbor	OH	43449	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
58	SHREVE, JIM & ROBERT H	6329 N. Harbor Blvd	Oak Harbor	OH	43449	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
59	LEWIS, JASON & ANGELA SGT	12326 SCHILLER RD	Oak Harbor	OH	43449	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
60	CARROLL, JERRY F & CANDIE L SGT	2169 ELLISTON TROW RD	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
61	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
62	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
63	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
64	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
65	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
66	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
67	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
68	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
69	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
70	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
71	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
72	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
73	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
74	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
75	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
76	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
77	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
78	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
79	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
80	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
81	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
82	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
83	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
84	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
85	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
86	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432
87	ROBERTS, JERRY L SGT	3145 Shawnee Pkwy	Englewood	OH	43432	OTTAWA	00401400176000	1759 ELLISTON E & W RD	PT ELLISTON E & W RD	Overall	0	432

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139	HUSTON CHRISTOPHER R & GERTIE EAT	1579 OSNEY LAKE CIR	OT/REVIEW	PL	13569	OTTAWA	61644710866000	W CROSSING RD	SW COR SW	Overall	94
140	DAVE RYAN & JUDITH	206 REPUBLIC ST	Overall	OH	44457	OTTAWA	61644710877901	W CROSSING RD	8 FT NW 1/4 SEC 5 OF W	Overall	1,004
141	HOFF B L ALWAYNE	124 MAHLE ST	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	ENCLAVING RD	Overall	431
142	BAWNING PERKINS INDUSTRIES	PO BOX 122493 741	Per Wth	TX	1224	OTTAWA	61644710877901	W CROSSING RD	6 1/2 IN 1/4 NW	Overall	622
143	DAVIDSON, BONNIE E	1475 FLAMINGO DR LOT 15	Per Wth	FL	54224	OTTAWA	61644710877901	W CROSSING RD	3 FT 1/2 IN 1/4 SW	Overall	764
144	DAVIDSON, BONNIE E	1475 FLAMINGO DR LOT 16	Per Wth	FL	54224	OTTAWA	61644710877901	W CROSSING RD	3 FT 1/2 IN 1/4 SW	Overall	1,001
145	REDFORD PERKINS INDUSTRIES	PO BOX 122493 741	Per Wth	TX	1224	OTTAWA	61644710877901	W CROSSING RD	W 1/2 NW 1/4 SEC 5 OF W	Overall	610
146	REDFORD PERKINS INDUSTRIES	PO BOX 122493 741	Per Wth	TX	1224	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4 SEC 14 (287, 34	Overall	284
147	COLLINS DALE & WILLIAM	6825 W HARBOR RD	Per Chlren	OH	44453	OTTAWA	61644710877901	W CROSSING RD	SW COR 1/2 SEC 14	Overall	227
148	SHAWING PERKINS INDUSTRIES	PO BOX 122493 741	Per Chlren	TX	1224	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	95
149	NYATANA BERNARD	2465 W CROSSING RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
150	HONARD, PAUL D	P O Box 35	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	282
151	ROCK	PO BOX 145	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	186
152	REDFORD PERKINS INDUSTRIES	PO BOX 122493 741	Per Chlren	TX	1224	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	610
153	REDFORD PERKINS INDUSTRIES	PO BOX 122493 741	Per Chlren	TX	1224	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	610
154	REDFORD PERKINS INDUSTRIES	PO BOX 122493 741	Per Chlren	TX	1224	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	610
155	UNITED STATES OF AMERICA	PROPERTY DEPT #179 606	Per Chlren	IL	6572	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,377
156	UNITED STATES OF AMERICA	PROPERTY DEPT #179 606	Per Chlren	IL	6572	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	432
157	UNITED STATES OF AMERICA	PROPERTY DEPT #179 606	Per Chlren	IL	6572	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	432
158	UNITED STATES OF AMERICA	PROPERTY DEPT #179 606	Per Chlren	IL	6572	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	432
159	UNITED STATES OF AMERICA	PROPERTY DEPT #179 606	Per Chlren	IL	6572	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	432
160	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
161	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
162	MEDICANT PROCT CAMPBELL INC	1941 E LIGHTNING RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
163	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
164	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
165	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
166	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
167	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
168	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
169	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
170	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
171	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
172	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
173	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
174	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
175	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
176	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
177	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
178	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
179	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
180	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
181	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
182	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
183	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
184	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
185	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
186	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
187	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
188	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
189	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
190	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
191	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
192	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
193	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
194	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
195	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
196	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
197	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
198	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
199	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004
200	LAUREL THOMAS & JOAN	2465 E STATE RD	Per Chlren	OH	44452	OTTAWA	61644710877901	W CROSSING RD	SW COR NW 1/4	Overall	1,004

200	ROBERTSON, DARY & BETA	545 W SECOND ST	OH	43432	OTTAWA	0210070146000	545 W SECOND ST	N 1/2 PT NW 1/4 (PT LOT 2)	Overall	17
201	GLASSER, DAVID ALAN & MARILYN TRUSTS	4160 E LAUREL RIDGE	OH	43432	OTTAWA	021009701180000	545 W SECOND ST	BLK 13 LOT 11 N 1/2 PT S 1/2 PT	Overall	47
204	ROLLINS, LARRY J & BRENDA K SPT	712 W 2ND PO BOX 14	OH	43432	OTTAWA	0210121004000	212 WEST SECOND ST	N 1/2 PT NW 1/4 (LOT 23)	Overall	213
205	WATSON, DAWSON & JONETTE	425 N FOURTH ST	OH	43432	OTTAWA	021020131370000	212 E FOURTH ST	BLK 16 LOT 15 ORIGINAL	Overall	48
206	STOKER, GUSAN K AND RONALD H	316 W THIRD ST	OH	43432	OTTAWA	021085010607000	216 W THIRD ST	BLK 14 LOT 1 ORIGINAL & 1/2	Overall	52
207	SPYER, JONATHAN B	412 W SECOND ST	OH	43432	OTTAWA	021007032020000	412 W SECOND ST	PT NW 1/4 NW 1/4 PT LOT 24	Overall	154
208	GORRIS JR, RITA MAY &	629 W SECOND ST	OH	43432	OTTAWA	021007032020000	629 W SECOND ST	N 1/2 PT NW 1/4 (PT LOT 24)	Overall	311
209	BROWN, WALTER E & MARTHA J	PO BOX 225	OH	43432	OTTAWA	021007032020000	629 W SECOND ST	BLK 16 LOT 15 ORIGINAL	Overall	162
210	REITER, RITA L & RONALD L	70 BOX 439	OH	43432	OTTAWA	021007032020000	629 W SECOND ST	BLK 13 LOT 4 PT CONCRETE	Overall	166
211	SEITZER, KARETH	539 W SECOND ST	OH	43432	OTTAWA	021007032020000	539 W SECOND ST	N 1/2 PT NW 1/4 (PT LOT 23)	Overall	58
212	TAYLOR, RAYMOND E	1758 E STATE ST	OH	43432	OTTAWA	021009032020000	1758 E STATE ST	PT NW 1/4 NW 1/4 (PT LOT 23)	Overall	39
213	WATSON, DAWSON & JONETTE	124 E 1ST ST	OH	43432	OTTAWA	021009032020000	124 E 1ST ST	PT NW 1/4 NW 1/4 (PT LOT 23)	Overall	49
214	HAYSON, CLAUDE E	1794 E STATE ST	OH	43432	OTTAWA	021009032020000	1794 E STATE ST	PT NW 1/4 NW 1/4 (PT LOT 23)	Overall	148
215	HERRICK, BEVERLY INC.	301 W SECOND ST	OH	43432	OTTAWA	021009032020000	301 W SECOND ST	PT NW 1/4 NW 1/4 (PT LOT 23)	Overall	3,004
216	OTTAWA CO INTERNATIONAL	315 HERRICK ST	OH	43432	OTTAWA	021009032020000	315 HERRICK ST	BLK 13 LOT 3 S 1/2 PT & LOT 4	Overall	199
217	BROWN, DARY A & ANGELA M	503 E FOURTH ST	OH	43432	OTTAWA	021009032020000	503 E FOURTH ST	BLK 13 LOT 3 ORIGINAL	Overall	49
218	WATSON, DAWSON & JONETTE	100 MONROVIE DR	OH	43432	OTTAWA	021009032020000	100 MONROVIE DR	W 1/2 PT NW 1/4	Overall	502
219	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	N 1/2 PT NW 1/4 (PT LOT 23)	Overall	40
220	WATSON, DAWSON & JONETTE	519 ALICE ST	OH	43432	OTTAWA	021009032020000	519 ALICE ST	BLK 13 LOT 3 ORIGINAL	Overall	50
221	WATSON, DAWSON & JONETTE	5300 PORT CLINTON EAST RD	OH	43432	OTTAWA	021009032020000	5300 PORT CLINTON EAST RD	BLK 13 LOT 3 ORIGINAL	Overall	49
222	WATSON, DAWSON & JONETTE	PO BOX 44	OH	43432	OTTAWA	021009032020000	PO BOX 44	BLK 13 LOT 3 ORIGINAL	Overall	89
223	WATSON, DAWSON & JONETTE	421 E FOURTH ST	OH	43432	OTTAWA	021009032020000	421 E FOURTH ST	BLK 13 LOT 3 ORIGINAL	Overall	50
224	GONZALES, GERTRUDE	PO BOX 464	OH	43432	OTTAWA	021009032020000	PO BOX 464	BLK 13 LOT 3 ORIGINAL	Overall	57
225	GONZALES, GERTRUDE	PO BOX 464	OH	43432	OTTAWA	021009032020000	PO BOX 464	BLK 13 LOT 3 ORIGINAL	Overall	57
226	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	BLK 13 LOT 3 ORIGINAL	Overall	47
227	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	BLK 13 LOT 3 ORIGINAL	Overall	47
228	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	BLK 13 LOT 3 ORIGINAL	Overall	47
229	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	BLK 13 LOT 3 ORIGINAL	Overall	47
230	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	BLK 13 LOT 3 ORIGINAL	Overall	47
231	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	BLK 13 LOT 3 ORIGINAL	Overall	47
232	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	BLK 13 LOT 3 ORIGINAL	Overall	47
233	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	BLK 13 LOT 3 ORIGINAL	Overall	47
234	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	BLK 13 LOT 3 ORIGINAL	Overall	47
235	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	BLK 13 LOT 3 ORIGINAL	Overall	47
236	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	BLK 13 LOT 3 ORIGINAL	Overall	47
237	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	BLK 13 LOT 3 ORIGINAL	Overall	47
238	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	BLK 13 LOT 3 ORIGINAL	Overall	47
239	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	BLK 13 LOT 3 ORIGINAL	Overall	47
240	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	BLK 13 LOT 3 ORIGINAL	Overall	47
241	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	BLK 13 LOT 3 ORIGINAL	Overall	47
242	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	BLK 13 LOT 3 ORIGINAL	Overall	47
243	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	BLK 13 LOT 3 ORIGINAL	Overall	47
244	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	BLK 13 LOT 3 ORIGINAL	Overall	47
245	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	BLK 13 LOT 3 ORIGINAL	Overall	47
246	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	BLK 13 LOT 3 ORIGINAL	Overall	47
247	WATSON, DAWSON & JONETTE	508 W SECOND ST	OH	43432	OTTAWA	021009032020000	508 W SECOND ST	BLK 13 LOT 3 ORIGINAL	Overall	47

240	OTTAWA RESIDENTIAL SERVICE INC	Per. Chateau	OH	43432	OTTAWA	4211772223000000	317 & FOURTH ST	BLK 16 LOT 10 ORIGINAL	Overall	0	46
249	WORTHMAN SR, WELBY ST & IVY	Per. Chateau	OH	43432	OTTAWA	2311712323000000	331 1/2 S FOURTH ST	BLK 14 LOT 14 N 70 FT	Overall	0	50
250	BROOKDALE DR, WELBY ST	Per. Chateau	OH	43432	OTTAWA	2311712323000000	332 S FOURTH ST	BLK 14 LOT 14 ORIGINAL	Overall	0	50
251	MCARDONALD, THERESA A	Per. Chateau	OH	43432	OTTAWA	2311714023100000	334 ADAMS ST	BLK 17 LOTS 11 & 13 S 100 FT	Overall	0	100
252	JENSEN, STEVEN E	Per. Chateau	OH	43432	OTTAWA	2311714423100000	317 1/2 E FOURTH ST	BLK 17 LOT 13 N 50 FT	Overall	0	47
253	WHEATLEY, CLAYTON	Per. Chateau	OH	43432	OTTAWA	2311714723100000	321 E 4TH ST	BLK 12 LOT 14 ORIGINAL	Overall	0	51
254	PORT, THERESA A	Per. Chateau	OH	43432	OTTAWA	2311715233100000	126 W THIRD ST	BLK 13 LOTS 14 & 16 W 100 FT	Overall	0	227
255	MCARDONALD, THERESA A	Per. Chateau	OH	43432	OTTAWA	2311717723100000	214 246 & 216 W THIRD ST	BLK 13 LOTS 12 & 13 S 70 FT	Overall	0	146
256	DRENNING, BARBARA D	Per. Chateau	OH	43432	OTTAWA	2311718123100000	228 W THIRD ST	BLK 13 LOT 15 S 60 FT	Overall	0	52
257	DAVIDSON, JOHN G &	Per. Chateau	OH	43432	OTTAWA	2311718233100000	221 JACKSON ST	BLK 13 LOT 7 S 14 FT OP N 100	Overall	0	49
258	MURPHY, CAROL & LINDA	Per. Chateau	OH	43432	OTTAWA	2311719233100000	413 W SECOND ST	BLK 1 LOTS 19 & 14 W 100 FT	Overall	0	172
259	COLE, JOHN	Per. Chateau	OH	43432	OTTAWA	2311719233100000	413 W SECOND ST	BLK 1 LOTS 19 & 14 W 100 FT	Overall	0	35
260	MCARDONALD, THERESA A	Per. Chateau	OH	43432	OTTAWA	2311719233100000	228 W THIRD ST	BLK 13 LOT 15 S 49 FT	Overall	0	53
261	GRUBBS, CO	Per. Chateau	OH	43432	OTTAWA	2311719233100000	228 W THIRD ST	BLK 13 LOT 15 S 49 FT	Overall	0	159
262	WILLIAMS COMMUNICATIONS	Per. Chateau	OH	43432	OTTAWA	2311719233100000	228 W THIRD ST	BLK 13 LOT 15 S 49 FT	Overall	0	159
263	WILLIAMS COMMUNICATIONS	Per. Chateau	OH	43432	OTTAWA	2311719233100000	228 W THIRD ST	BLK 13 LOT 15 S 49 FT	Overall	0	159
264	WILLIAMS COMMUNICATIONS	Per. Chateau	OH	43432	OTTAWA	2311719233100000	228 W THIRD ST	BLK 13 LOT 15 S 49 FT	Overall	0	159
265	WILLIAMS COMMUNICATIONS	Per. Chateau	OH	43432	OTTAWA	2311719233100000	228 W THIRD ST	BLK 13 LOT 15 S 49 FT	Overall	0	159
266	WILLIAMS COMMUNICATIONS	Per. Chateau	OH	43432	OTTAWA	2311719233100000	228 W THIRD ST	BLK 13 LOT 15 S 49 FT	Overall	0	159
267	WILLIAMS COMMUNICATIONS	Per. Chateau	OH	43432	OTTAWA	2311719233100000	228 W THIRD ST	BLK 13 LOT 15 S 49 FT	Overall	0	159
268	WILLIAMS COMMUNICATIONS	Per. Chateau	OH	43432	OTTAWA	2311719233100000	228 W THIRD ST	BLK 13 LOT 15 S 49 FT	Overall	0	159
269	WILLIAMS COMMUNICATIONS	Per. Chateau	OH	43432	OTTAWA	2311719233100000	228 W THIRD ST	BLK 13 LOT 15 S 49 FT	Overall	0	159
270	WILLIAMS COMMUNICATIONS	Per. Chateau	OH	43432	OTTAWA	2311719233100000	228 W THIRD ST	BLK 13 LOT 15 S 49 FT	Overall	0	159
271	WILLIAMS COMMUNICATIONS	Per. Chateau	OH	43432	OTTAWA	2311719233100000	228 W THIRD ST	BLK 13 LOT 15 S 49 FT	Overall	0	159
272	WILLIAMS COMMUNICATIONS	Per. Chateau	OH	43432	OTTAWA	2311719233100000	228 W THIRD ST	BLK 13 LOT 15 S 49 FT	Overall	0	159
273	WILLIAMS COMMUNICATIONS	Per. Chateau	OH	43432	OTTAWA	2311719233100000	228 W THIRD ST	BLK 13 LOT 15 S 49 FT	Overall	0	159
274	WILLIAMS COMMUNICATIONS	Per. Chateau	OH	43432	OTTAWA	2311719233100000	228 W THIRD ST	BLK 13 LOT 15 S 49 FT	Overall	0	159
275	WILLIAMS COMMUNICATIONS	Per. Chateau	OH	43432	OTTAWA	2311719233100000	228 W THIRD ST	BLK 13 LOT 15 S 49 FT	Overall	0	159
276	WILLIAMS COMMUNICATIONS	Per. Chateau	OH	43432	OTTAWA	2311719233100000	228 W THIRD ST	BLK 13 LOT 15 S 49 FT	Overall	0	159
277	WILLIAMS COMMUNICATIONS	Per. Chateau	OH	43432	OTTAWA	2311719233100000	228 W THIRD ST	BLK 13 LOT 15 S 49 FT	Overall	0	159
278	WILLIAMS COMMUNICATIONS	Per. Chateau	OH	43432	OTTAWA	2311719233100000	228 W THIRD ST	BLK 13 LOT 15 S 49 FT	Overall	0	1

255	ROLLHEIMER CHRP & BETTY TRUSTEES	220 N RAILROAD ST	OH 43449	OTTAWA	02311731483000	220 N RAILROAD ST	BULK 14 LOT 4 C ROCKIES	Overall	0	0	69
256	NORTHERN MANUFACTURING CO INC	132 BALEROAD ST	OH 43449	OTTAWA	02311977442000	N RAILROAD ST	BULK 13 LOTS 5 & 6 C ROCKIES	Overall	0	0	119
257	NORTHERN MANUFACTURING CO	132 N LALEAD ST	OH 43449	OTTAWA	02726483920000	132 N RAILROAD ST	BULK 13 LOTS 7 & 8 B 13 FT OF C ROCKIES	Overall	0	0	132
258	Unknown			OTTAWA	No Information Available on this Parcel			Overall	0	0	15
259	MURAS GERALD C TRUSTEE	2540 W JAKESBORO DR	OH 43452	OTTAWA			(3 OF 8) 163	Overall	0	0	259
260	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
261	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
262	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
263	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
264	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
265	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
266	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
267	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
268	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
269	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
270	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
271	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
272	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
273	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
274	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
275	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
276	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
277	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
278	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
279	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
280	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
281	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
282	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
283	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
284	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
285	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
286	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
287	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
288	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
289	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
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291	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
292	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
293	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
294	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
295	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
296	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
297	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
298	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
299	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
300	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
301	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
302	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
303	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
304	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
305	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
306	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
307	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
308	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
309	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
310	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
311	PELANGI FARMS LLC	1910 West Middle Main Road	OH 43445	OTTAWA			MIDDLETOWN	Overall	0	0	212
312	WHITE ROCK QUARRY LP	5400 W 88TH ST	IN 46288	OTTAWA		3999 GINCOA CLAY CENTER RD		Overall	0	0	210

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

IN RE:

AT&T FIBER OPTIC CABLE
INSTALLATION LITIGATION

THIS DOCUMENT RELATES TO:
1:00-cv-01293-DFH-TAB (Kale)

CAUSE NO. 1:99-ML-9313-DFH-TAB
MDL DOCKET NO. 1313

(OHIO ACTIVE LINES –
_____ COUNTY)

AFFIDAVIT IN AID OF TITLE RELATED TO THE _____ LINES

1. I am _____, and I am knowledgeable of the facts stated in this Affidavit in Aid of Title and am competent to testify in open court concerning those facts.

2. This Affidavit in Aid of Title is executed pursuant to Ohio Revised Code §5301.252.

3. This Affidavit in Aid of Title relates to the _____ lines ("Original Lines"), as well as the following successor lines: _____ ("Successor Lines"), and this Affidavit of Title is to be recorded in the Land Records and indexed in the individual names of Original Lines and the Successor Lines.

4. This Affidavit of Title does not affect any Railroad's interest in any property.

5. On January 2, 2003, counsel for AT&T (AT&T Corp. and AT&T Communications - East, Inc. (formerly AT&T Communications, Inc.)) and Class Counsel executed that Certain Ohio "Telecommunication Cable"/Railroad Corridor Class Settlement Agreement, providing AT&T, among other things, an easement running along certain railroad corridors in Ohio (the "Settlement Agreement"). On January 8, 2003, the Court entered an Order conditionally approving the Settlement Agreement. On October 6, 2003, this Court executed a

COPY

Final Order and Judgment in these proceedings approving that settlement (the "Final Order and Judgment"), which was entered on October 7, 2003 and conformed *nunc pro tunc* on December 2, 2003.

6. In paragraph 8 of the Final Order and Judgment, the Court granted AT&T a sixteen and one half (16 1/2) foot wide easement, consistent with Paragraph VI.A.1 of the Settlement Agreement, for telecommunications purposes through the Settlement Corridor (as defined in the Settlement Agreement) vis-à-vis all Current Landowners (as defined in the Settlement Agreement) and their respective successors in interest. Under Paragraph VI.A.1. of the Settlement Agreement, this permanent telecommunications easement gives AT&T the right to operate, maintain, upgrade and expand its existing cable, as well as to install new conduits and fiber or replacement technology within the easement and shall permit unrestricted use, licensing and assignment of such facilities, which have been or may be constructed, installed, or acquired by AT&T for its primary use.

7. Additionally, a Supplemental Final Order and Judgment was executed on _____, 2006, which specifies every parcel of land affected by the easements in the State of Ohio, has been filed in the _____ County judgment records for reference.

8. For identification purposes, maps of the Settlement Corridor within _____ County have been attached as Exhibit A. Additionally, written descriptions of the Settlement Corridor within _____ County have been attached as Exhibit B.

9. Paragraph VI.A.1. of the Settlement Agreement states that the permanent telecommunications easement does not address the real property rights between railroad companies and Class Members. AT&T's rights hereunder shall be subject to all pre-existing uses and pre-existing rights of use of Class Members' land, except that no utility,

telecommunications, or similar cable facilities, or equipment shall be installed within five feet on either side of AT&T's Telecommunications Cable System.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information is true and correct.

Dated: _____

Signed _____

Printed _____

COPY

UNITED STATES DISTRICT COURT

~~Southern~~ District of *Indiana*

I, the undersigned, clerk of the court, do hereby certify that this is a true, correct and full copy of the original *Supplemental Trial Order and Judgment* on file in my custody.

Cause No. *99-MC-9313-JFH-TAB*

Dated *March 28, 2006*

Laura A. Briggs, Clerk
by *Laura A. Briggs*, Deputy Clerk

4/2/06 of pages (text)
19 of pages (exhibits)

COPY

File #521

EASEMENT

We/I, the undersigned Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations received to our/my satisfaction of THE OHIO PUBLIC SERVICE COMPANY, an Ohio Corporation, the Grantee do hereby give and grant unto the Grantee, its successors and assigns, an easement and right-of-way as described below for distribution lines for electric current upon and over lands of Grantor situated in the Township of Erie, County of Ottawa, and State of Ohio, and being SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 31, therein, which said lands are described as follows:

Bounded on the North by lands now or formerly owned by New York Central RR Co.

Bounded on the East by lands now or formerly owned by Anna Floro, John Kleinhans

Bounded on the South by lands now or formerly owned by S. C. Woodring, E. E. Chew

Bounded on the West by lands now or formerly owned by Kenneth Prouty, Geo. Schumaker

The easement herein granted is more definitely described as follows:

The poles shall be erected and maintained along the North limits of State Highway #279, also known as State Route #163, as now established and/or as hereafter may be re-established or changed.

The easement and right-of-way herein granted includes the right to enter upon said lands and erect, operate and permanently maintain thereon the usual fixtures and equipment required, for the distribution of electric current and the right to trim and keep trimmed any and all trees which may interfere with or endanger the safe and efficient operation of the lines.

TO HAVE AND TO HOLD the said easement and right-of-way to said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, WE/I, have hereunto set our/my hand this 28th day of March, 1949.

Signed in the presence of:

Harold W. Probel

William H. Sondergeld

Elbert L. Gill

STATE OF OHIO,)
(ss
COUNTY OF Ottawa)

Before me, a Notary Public in and for said County and State personally appeared the above named William H. Sondergeld who, being by me duly sworn acknowledge the signing of the foregoing easement to be his free act and deed for the giving and granting of the rights therein named, including dower, and that he are/is still satisfied therewith.

Witness my hand and official seal, this 28th day of March, 1949.

(Notarial Seal)

Harold W. Probel

HAROLD W. PROBEL, Notary Public
My Commission Expires Feb. 8, 1952

.....
Notary Public

Received for Record May 17, 1949

at 10:50 o'clock A.M.

Recorded May 18, 1949

Elgin S. Winters Recorder

Fee \$.70

Easement for Highway Purposes

KNOW ALL MEN BY THESE PRESENTS:

That H. William Sondergeld

....., the Grantor.....
for and in consideration of the sum of one hundred thirty eight 00/100
Dollars (\$ 138.00) and for other good and valuable considerations to him paid by the

State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Ottawa County, Ohio, Erie Township, Section SE 4-31, Town 6-N, Range 16-E, and bounded and described as follows:

PARCEL No. 202

Being a parcel of land lying on the left side of the centerline of a survey, made by the Department of Highways, and recorded in Book 7, Page 34, of the records of Ottawa County and being located within the following described points in the boundary thereof;

Beginning at a point in the west property line of the grantor herein; said point being Station 955 + 87.0 in said center line; thence northerly along said property line to a point 40 feet left of Station 955 + 86.9 in said center line; thence northeasterly to a point 35 feet left of Station 960 + 00 in said center line; thence northeasterly to a point in the east property line of the grantor herein, said point being 35 feet left of Station 968 + 49.9 in said center line; thence southerly along said property line to Station 968 + 50 in said center line; thence southwesterly along said center line to the point of beginning.

It is understood that the strip of land above described contains 0.169 acres, more or less, exclusive of the present road which occupies 0.870 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.

TO HAVE AND TO HOLD the above premises and right of way unto the Grantee, its successors and assigns forever.

And the said Grantor, for Thelma and William H. Sonderegeld, heirs, executors, and administrators, hereby covenant with the said Grantee, its successors and assigns that they are the true and lawful owners of said premises, and are lawfully seized of the same in fee simple, and in a 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 they will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid Shirley M. Smith

hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF William H. Sonderegeld and Shirley M. Sonderegeld

have hereunto set hand the 9th day of June in the year of our Lord one thousand nine hundred and 1950

Signed and sealed in presence of:
Samuel C. M. G. H.
Curry H. H. H.
Shirley M. Sonderegeld
William H. Sonderegeld

STATE OF OHIO
Waukegan COUNTY } ss.
 Before me, a Notary Public in and for said County and State, personally appeared the above named Shirley M. Sonderegeld and William H. Sonderegeld 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 Lucas, Ohio this 7 day of June A.D. 1950
Curry H. H. H.
 My Commission expires Nov. 4, 1950



73562

EASEMENT
 FOR
 HIGHWAY PURPOSES
 FROM

William H. Sonderegeld

TO THE
 STATE OF OHIO

Waukegan, Indiana, County, Indiana
 Section 15-11-22, Parcel No. 202

TRANSFERRED

19

Auditor

Received November 13, 1950

At 10:07 a.m. 1950

Recorded November 13, 1950

in Waukegan County

Record of Deeds, Vol. 152, Page 373

Shirley M. Sonderegeld

Record of Deeds, Vol. 152, Page 373

NOTE

To the County Recorder:

An acknowledgment has been

recorded. It should be mailed to the

Department of Highways, Columbus,

Ohio.

Easement for Highway Purposes

KNOW ALL MEN BY THESE PRESENTS:

That Walter Herbert Kleinhaus

the Grantor

for and in consideration of the sum of One hundred and seventy-four & 4/10Dollars (\$ 174.40), and for other good and valuable considerations to himself paid by the

State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described,

situated in Ottawa County, Ohio, Erie Township,Section 32-32 Town 6-N Range 16-E

and bounded and described as follows:

PARCEL No. 206

Being a parcel of land lying on the left side of the centerline of a survey, made by the Department of Highways, and recorded in Book 71, Page 24, of the records of Ottawa County and being located within the following described points in the boundary thereof:

Beginning at a point in the west property line of the grantor herein, and in the west section line of Section 32, Erie Township, said point being Station 969 + 23.0 in said center line; thence northerly along said property line and section line to a point 35 feet left of Station 969 + 22.9 in said center line; thence northeasterly to a point 35 feet left of Station 979 + 00 in said center line; thence northeasterly to a point in the east property line of the grantor herein, said point being 40 feet left of Station 982 + 77.5 in said center line; thence southerly along said property line to Station 982 + 74.8 in said center line; thence southwesterly along said center line with a curve to the right having a radius of 1,718.87 feet to Station 981 + 30.28 in said center line; thence southwesterly along said center line to the point of beginning.

It is understood that the strip of land above described contains 0.187 acres, more or less, exclusive of the present road which occupies 0.327 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.

152 ^{VII} ^{PAGE 382}
TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns forever.

And the said Grantor ^{himself} ~~for, my heirs, and assigns~~ and ~~his~~ heirs, executors, and administrators, hereby covenant with the said Grantee, its successors and assigns that he ^{is} the true and lawful owner of said premises, and he 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 he will warrant and defend the same against all claims of all persons whomsoever.

~~And for the consideration aforesaid~~

hereby relinquish ~~to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.~~

IN WITNESS WHEREOF *Mellen Herbert Robinson*

have hereunto set *his* hand, the *second* day of *may*, in the year of our Lord one thousand nine hundred and *forty*

Signed and sealed in presence of:

Samuel C. Melle
Jacob H. Condit

Walter, of the City of London