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 O 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

EXHIBITA



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

Professional Engineering and Surveying Consultants

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 P.S. #7427

4-16-18

Date

ALLAN & HOAM

016-16883-24913-000

Through P. Outo 1, PE. P.S.
DECLIPE ROME 4-17-18 PM
Ottawa County Engineer

H:\LEGALS\Erie\DCollins_37.453ac.wpd

Parcel No. 2

Known as and being the East half of the Northeast Quarter of the Southeast Quarter of Section No. 31, T7N, R16E, Eric 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 $^\circ$ 30 $^\circ$ 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° 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° 30' W, 672.10 feet to an iron pin on the north line of the southeast quarter;

Thence 50° 37' 30'' K, 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.

Trad P. O. D. P. C. D. Coro Eslavo R-Ci-lombol Ottawa County Engineer

Parcel No. 0-161688324912-000

"EXHIBIT B"

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, Eric Township, Ottawa County, Ohio and also being the point and place of beginning of the parcel herein

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;

Theace 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; 58.10 feet; N 63' 37' 11" E N 64' 15' 24" E 157.43 feet; N 59° 25' 00" E N 51° 28' 37" E 169.86 fcct; 104.44 feet; N 73" 30' 23" E 70.99 feet; S 77° 54' 50" E S 57° 23' 09" E 68.23 feet; 92.88 feet; S 45' 47' 18" E S 51' 29' 15" E 322.78 feet: 127.59 fcet;

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

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

Truly P. Capo g. PE, PS. Ottawa County Engineer

HALEGALS\ERIE/Collins_Sec 31_28.129nc.wpd

Employee Owned and Operated

Page 1 of 1

Parcel No DIC -16883 - 24412-001

"EXHIBIT C"

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

Commencing at the intersection of the centerline of State Roule #163, (varying right-of-way), with the West line of the Southwest Quarter of Section 32, T7N, R16E, Eric Township, Oliawa 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 percel 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

Thence proceeding South 00 degrees 00 minutes 00 seconds West in the West line of the proviously mentioned parcel extended southerly, 755.33 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 purcel 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

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 preciously mentioned parcel extended westerly, 450.00 to a point in the North line of the parcel described in Ottawa Official Record Volume 780 at Page 585;

Employee Owned and Operated

Page 1 of 2

"EXHIBIT D"

OR BK 1688 PG 908Å

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

BEC ASSOCIATES
Professional Engineering and Surveying Consultants

Thence proceeding North 89 degrees 55 minutes 15 seconds Wost 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, Obio 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

Allan W. Weirich, P.S. #7427

Date

Ottawa County Engineer

HALEGALS/ERIE/Collins_Sec 32_23.877ec.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:

- 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.
- 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:

- 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.
- 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.
- 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.
- 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.
- Oil, gas, coal and other mineral interests together with rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
- 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.
- 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 et al 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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ORT Form 4757OH B I Schedule B I - ALTA Commitment 2021 v. 01.00

- 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.

OIL AND GAS LEASE vol 022 rc. 21

Agreement: Made and entered into the 20th day of February 19 64 by and between William H. Sondergeld and Florence Sondergeld, his wife
of Rt.#3, box 218, Port Glinton, Ohio hereinafter collect leave (which
or more), and Major Oil & Gas Company (whether one
of Box 322, Wooster, Ohio hereinafter called lessee:
witnesseri: 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 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 Frie County of Ottows
State of known as: described as follows, to wit: Bounded by the lands of
Section 31, S.E.2 of S.E.2 E.20IN.E.2 of S.E.2
and 27 acres: on the north by La Carne Creek
VII VIII BARD OVA I DANT MOTA
on the west by Carl Vollmer on the south by Carl Vollmer
of Series 31
of Section 21 Townships 16 , Range 16E, and containing 85 acres, more or less.
It is agreed that this the shall remain in force for a primary term of <u>five (5)</u> years from this date and if lessee shall commence of driby ithis said primary term or any extension thereof, the said lessee shall have the right to confine 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 essee 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 large-site educations of the connect wells on said large-site educations.
and To pay lessor one-eighth (%) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is boing used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (%), 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 (%) 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 last. day of July 19.64, 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 7530ct Rt. #3 Roy 218
Pont Clinton Old
regardless of changes in ownership of said land, the sum of Fighty-five and 00/000 (\$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 lesses and the depositing of such currency, draft or check in any postopile, with sufficient postage and properly addressed to the lessor, or said bank, or 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 rectile herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lesses'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 all and/or gas development and production under this lease, lessor does hereby grant to lessee the right to pool or communities 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 not be 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 (%) royally 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 If the estate of either most because of either most be

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 helps, 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 assignces 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 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, snall 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 in-operative 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, divise, or otherwise, or to furnish separate measuring or receiving tanks.

Leasor 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 shove 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.

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	+ william & Sandergeld	_ (SEAL)
Duca W. Mal)	William H. Sondergeld	_ (SEAL)
James W. Mail	Florence Sondergel	_ (SEAL)
36-	Florence Sondergeld	_ (SEAL)
- January	-	_ (SEAL)
		_ (SEAL)
		(SEAL)
ATE OF	S. ACKNOWLEDGMENT TO THE LEASE	
UNITY OF		
On thisday ofTebruary	A. D., 19_6/1, before me, the undersigned, a Notary Pt	ablic in and
said county, in the State aforesaid, personally appeared		
Tilliam H. Corderwold and f	lorence Senderseld	
me known as the person_5 described in and who executed	Ab	
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1.1.	Notary Public Phones L. Conogia, Holary Public	County.
Commission Expires Lefeline 19	Acting in My Commission Figure Court 1. 15	
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This day of o'clock. Page Page When I Return	5 8 8 1 mm.	\S
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201400238961
Filed for Record in
DITAMA COUNTY, OHIO
VIRGINIA N PARK, RECORDER
02-27-2014 At 12:46 pm.
JUDGE ENTRY 220.00
OR 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:

- I am a representative of Qwest Communications Company, LLC ("Qwest"). Qwest was a defendant in the class action lawsuit captioned <u>Leonard F. Raimondo and David F Gardiner</u>, for themselves and all others similarly situated vs. Sprint Communications Company L.P., Owest Communications Company, LLC, <u>Level 3 Communications, LLC</u>, and Wiltel Communications, <u>LLC</u> filed as Case Number 1:12-cv-01984-SO in the United States District Court, Northern District of Ohio, Eastern Division (the "Action").
- 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 Fandowner Action (Active Railroad Lines)" (the "Easement Deed", a copy of which is attached hereto as attach
- 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.
- "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.
- 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 2 day of

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 MARJORIE O. HERLTH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014006933
WY COMMISSION EXPIRES SEPTEMBER 25, 2017

2013 JUL 13 ANTI: L7

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,

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

Judge Solomon Oliver, Jr.

Plaintiffs,

VS.

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

Defendants.

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

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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 WilTel 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 Colober 11, 2012, (B) where the actively used components of the Grantee's Telecomputations Cable System are moved or placed,

provided, however, that only a single 20-foot casement 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

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

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 preexisting 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.

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.



Settling Defendants may record this Easement under the terms and conditions set

forth in the Settlement Agreement.

Honorable Solomon Oliver, Jr. United States District Judge

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County Parcel Number	Township or Municipality	Grantor's Last Name	Grantor's First Name
0010006700075000	Allen	Zychowicz	Raymond J & Susan
0010009100102000	Allen	Kozina	Ronald A & Susan M
0010012100138000	Allen	Guardian Millbury Corp	Rohaid A & Susan ivi
0010012100146000	Allen	Guardian Millbury Corp	
0010014300165001	Allen	Morgan	Todd B & Maria M
0010088925428000	Allen	R Dale & Shirley A Reeder Tr	TOOL B & MARIA M
0011350026343000	Allen	Clere	Pamela & Dennis
0011891425435000	Allen	Weis	Michael J & Lori L
0011891425435001	Allen	Leidy	Douglas R & Kathleen
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	Cameron
0011951529412000	Allen	Reeder Farms Inc	
0011951529414000	Allen	Reeder Farms Inc	
0020088900001000	Allen	Reeder	R Dale & Shirley A
0040122701532000	Benton	AMG Real Estate LLC	R Daic & Shirley A
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 Ronald J Jr & Mary M
0040127501854000	Benton	Teets II+I72	Glenn C
0040129201846000	Benton	Phyllis L& Carl H Bensch Ttees	Gionn C

County Parcel Number	Township or Municipality	Grantor's Last Name	Grantor's First Name
0040129201847000	Benton	Phyllis L & Carl H Bensch Ttees	
0040133401802000	Benton	Melvin & Norma Jane Reif Ttees	
0040135001695000	Benton	Реггу	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	Diadicy D & Carne 1
0040148201859000	Benton	Thorbahn	Mona L
0040149501870000	Benton	Lester & Alice Nehls Ttees	A A A A A A A A A A A A A A A A A A A
0040154403578000	Benton	Kruse	Megan C
0040154703583000	Benton	Wyss	Brian Sr & Sue A
0040156701804000	Benton	Gross	Herbert H Jr & Pamela
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	Bestraiske	Donald & Jeanette

County Parcel Number	Township or Municipality	Grantor's Last Name	Grantor's First Name
0040168823846000	Benton	Belkofer	Wm C & Geena L
0040172102155000	Benton	Belkofer	William & Geena
0040172402158000	Benton	Schmidt	Tod P
0040172602295000	Benton	Dusseau	Edward C & Kimberly
0040172602297000	Benton	Tabbert Prop LLC	15
0040175802207000	Benton	Hoffman	Arthur & Sondra S
0040176202214000	Benton	Edwards	Mark A & Julie J
0040182202296000	Benton	Schmenk	Joshua T
0040182402298000	Benton	Tabbert Prop LLC	JOSHUA I
0040182502300000	Benton	Distel	Jake A & Rosemary
0040348221865000	Benton	Hanely	Lee A & Tamra L
0041880225236000	Benton	Jerry L & Marilyn Miller Ttees	Lee A & Tamra L
0041900325606000	Benton	Kovac	Kenneth A & Dawn M
0041931226779000	Benton	Wahl	Benjamin N
0041931229592000	Benton	Wahl	Benjamin N
0041983822649000	Benton	Mary L Goetz Ttee	Deulaum IA
0041983822651000	Benton	Mary L Goetz Ttee	
0041983829563000	Benton	Roger R Goetz Ttee	
0042126035057000	Benton	Avery	Douglas & Micele M
0042126035058000	Benton	Avery	Douglas & Micele M 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	Тепту
0050170202133000	Benton	Goetz 4	Thomas
0050173102169000	Benton	10 10	Ernie Jr & Becky
0050173102196000	Benton	Metcals	Ernie Jr & Becky
0050173502192000	Benton	Metcalf Mesker	Terry
0050174502189000	Benton	Eddinors ()	Janet

County Parcel Number	Township or Municipality	Grantor's Last Name	Grantor's First Name
0050174502191000	Benton	Fillmore	Janet
0050185302355000	Benton	Weitzel	Daisy L
0050188602402000	Benton	William E & Susan M Schlipf Ttees	Diasy L
0050188602409000	Benton	William E & Susan M Schlipf Ttees	
0050188602413000	Benton	William E & Susan M Schlipf Ttees	
0050203702341000	Benton	Goetz	Lowell
0050203702645000	Benton	Buehler	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 Sylvia
0101374618493000	Clay	Newman Yackee	Sylvia
0101374818495000	Clay	Yackee	Lee R
0101374918496000	Clay	Yackee \	Lee R

County Parcel Number	Township or Municipality	Grantor's Last Name	Grantor's First Name
0101375018498000	Clay	Yackee	Lee R
0101879125220000	Clay	Bringe et al	
0101947027550000	Clay	Sleek	Fred & Margie
0140214229555000	Danbury	Standard Slag Co The	Tony & Lola
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
141150015392000	Danbury	Chapin Lake Resort Ltd	12011
141150015402000	Danbury	Chapin Lake Resort Ltd	
141150215427000	Danbury	Bay Investments Inc	
141154415452000	Danbury	Chapin Lake Resort Ltd	
141155915510AGR	Danbury	Bauman	Roy & Matilda
141156215499000	Danbury	Lammers	Joyce M
141178930284003	Danbury	Lyles	Charles R
141178930284004	Danbury	Chapman	Ryan J
141178930284014	Danbury	Beulah Swartz Ttee	Nyan J
141504329396000	Danbury	Lammers	Joyce M
141504329405000	Danbury	Lammers	Joyce M
141504329410000	Danbury	Lammers	Joyce M
141906831314000	Danbury	Standard La Farge Inc	adyce IVI
142000730469000	Danbury		Yosen-L 31/
142000830472000	Danbury		Joseph W
42038532659000	Danbury	Stolens	George & Ava L
142038532660000	Danbury	170,00	Sylvester & Charlene
60063300860000	Erie	Kuras	Sylvester & Charlene Janice S

Number	Township or Municipality	Grantor's Last Name	Grantor's First Name
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	Charles
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	Lav	Scott W
0160664208657000	Erie	Helle	Donald Jr & Loyola
0160668708739000	Erie	Mongelli	Joyce R
0160669608731000	Erie	Tesa	Donald L & Marcia
0160671808767000	Erie	Hayes Veres	Jayson Tod
0160673008779000	Erie	Veres	Judith A
0160673008982000	Erie	EPW Inc an Ohio Corp	A MARINE VI

County Parcel Number	Township or Municipality	Grantor's Last Name	Grantor's First Name
0160673208781000	Erie	Sharp	Mildred
0160673608786001	Erie	Ksm & M LLC An Ohio LLC	Mileron
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	Deman Jane
0160674008790000	Erie	Mullens	Charles & Sandra
0160674408794000	Erie	Kelly	Donald Donald
0160674808801000	Erie	Clem	Richard
0160675008803000	Erie	Collins	Steven B & Rosemary
0160675608814000	Erie	Such Fisher Inc	Steven B & Roseniary
0160675608814001	Erie	North Channel Prop	
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 Stephen
0160683808923001	Erie	Banchich	Stephen
0160683908924000	Erie	Banchich	Barbara
0160683908924001	Erie	Banchich	Stephen
0160684308928000	Erie	Ireland	Margaret L
0160684308931000	Erie	Ireland	Margaret L Margaret L
0160684408929000	Erie	Gook \	Jeffrey L

County Parcel Number	Township or Municipality	Grantor's Last Name	Grantor's First Name
0160686229709000	Erie	Moyer	Kim A & Donna M
0160686908964000	Erie	Kuras	Gerald C
0160686908964001	Erie	Gerald C Kuras Tr	Gerald C
0160686908964002	Erie	Gerald C Kuras Tr	
0160686908964003	Erie	Kuras	Gerald C
0160687108966000	Erie	Brandt	Gregory & Linda S
0160687308973001	Erie	Selfstorage Ltd an Ohio LLC	Gregory & Linda S
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	Total
0160692209038000	Erie	Dile et al	James D
0160692608939000	Етіе	Floro	Kent D & Darrell L
0160692609041000	Erie	Floro LP	Jan S de Danion D
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	w want
0161981108819000	Erie	Wells	Anthony P & Andrea
0162062933676000	Erie	Matthews	Brent W
0162071033895000	Erie	Nystrom Bonhard	Shaun B
0162111134837000	Erie	Bonhard	Paul D

County Parcel Number	Township or Municipality	Grantor's Last Name	Grantor's First Name
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	Wildiaci & Patria
0200710909368000	Portage	Mc Kenna	Walter R
0200710909410000	Portage	Mc Kenna	Walter R
0200719004724000	Portage	K West Development LLC	
0200719009514AG1	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 Ttee	Julyou
0200727209621000	Portage	Stephens	Ila
0200735309723000	Portage	United States Gypsum Co	
0200739109769000	Portage	Salvers	Brian V
0200739309771000	Portage	Eber	Genevieve M
0200740309781000	Portage	Lochotzki	Wilma Mae & Ted
0200740509783000	Portage	McClepathan	Clayton E & Sandra L
0200740609784000	Portage	Fuerstenberg	David F & Gloria J
0200740809786000	Portage	Hur tueson	Beverly

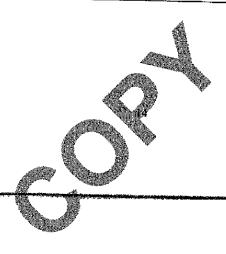
County Parcel Number	Township or Municipality	Grantor's Last Name	Grantor's First Name
0200741109789000	Portage	Wadsworth	Jenny
0200742709806000	Portage	Blackford	Robley & Teresa
0200742909808000	Portage	Cortez	Juan E & Mindy S
0200766425415000	Portage	Huskey	Ronald D & Tammy
0200841417183001	Portage	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	David S & Joan
0202111834852000	Portage	Glovinsky	Julia
0202111834853000	Portage	Glovinsky	Julia
0210000200003000	Port Clinton	Russell	James
0210000300003001	Port Clinton	Hofacker	
0210147501664000	Port Clinton	Coyle	Roger William J
0210192102004000	Port Clinton	Rollins	Brenda K
0210192202020000	Port Clinton	Chumley	
0210257714642000	Port Clinton	Witter	Phyllis J
0210377423037000	Port Clinton	Blatt	George E & Virginia L
0210651008677000	Port Clinton	Daniels	Jerry L & Tonya J
0210673522713001	Port Clinton	Barris	Micah L & Cheryl Y
0210673522715000	Port Clinton	Brown	Daniel J & Joan R
0210673523438000	Port Clinton	Zetzer IV	Walter R & Martha J John
0210679116810000	Port Clinton	Furstenberg	1
0210693623030000	Port Clinton	Jefferson St Properties	Ashley N
0210693625512000	Port Clinton	Jefferson St Properties LLC	
0210721223457000	Port Clinton	Jerome E & Jadith Oleksa Ttee	
0210723024338000	Port Clinton	Bennice	Lawrence & Carol O
0210730529310000	Port Clinton	Fox	Maurice & Betry

County Parcel Number	Township or Municipality	Grantor's Last Name	Grantor's First Name
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	Dictida
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 I.
0211363029201000	Port Clinton	Heschel	Mary E
0211439728004000	Port Clinton	Kastro	Kay Ellen
0211671222558000	Port Clinton	Nietfield	Beverly
0211685522746000	Port Clinton	Brands Boatworks LLC	Dottony
0211696822894000	Port Clinton	Ford	Jeffery & Donna
0211696822897000	Port Clinton	Ford	Jeffery & Donna
0211697322901000	Port Clinton	TK Homes 308 LLC	Dones y & Donna
0211702022964000	Port Clinton	Mitchell 4	Robert & Mary
0211702722973000	Port Clinton	Peterlin	Ronald
0211706023012000	Port Clinton	Walter D. Myers Ttee	
0211706823020000	Port Clinton	Royster	Timothy R
0211707423028000	Port Clinton	PBZ Warts Inc	

County Parcel Number	Township or Municipality	Grantor's Last Name	Grantor's First Name
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	Micheal W & Beth A
0211712623094000	Port Clinton	Carte	Dennis & Eloise
0211717323155000	Port Clinton	Dubbert	Joyce Joyce
0211744323480000	Port Clinton	Petersen	Gordon & Bernice
0211744325619000	Port Clinton	Petersen	
0211746523504000	Port Clinton	McDavitt	Gordon & Bernice Earl Irvin
0211747823522000	Port Clinton	Hise	Eric L
0211773231485000	Port Clinton	WSOS Community	ERC L
		Action Commission Inc	
0211778923883000	Port Clinton	Eshbaugh	
0211781823922000	Port Clinton	Williams	Owen & Carolyn
0211789125566000	Port Clinton	White	Kay Ellen
0211827424487000	Port Clinton	Jones	Jean M
0211827724490000	Port Clinton		Raymond
0211827931374000	Port Clinton	Isbell	Joseph A & Mary
0211827931374000	Port Clinton	Swartz	Beulah M & James R
0211828224498000		Cantu	Dolores J
0211828224498000	Port Clinton	Smith	Cora Lee
0211830724528000	Port Clinton	H T Prop Inc	
0211833400747000	Port Clinton	Cox	Jerry
0211866729030000	Port Clinton	MJG Investments LLC	
0211895025513000	Port Clinton	Dlugoleski	Andrea
	Port Clinton	Deutsche Bank National Tr Co	
0211903203851000	Port Clinton	Brown	Walter R & Martha J
0211910626265000	Port Clinton	Port Clinton Core	The state of the s

County Parcel	Township or	Grantor's Last Name	Grantor's First Name
Number	<u>Municipality</u>		STARTON S PROFITABLE
0211913026284000	Port Clinton	Church of God of Port	
	ŀ	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 Hunginting 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	

County Parcel Number	Township or Municipality	Grantor's Last Name	Grantor's First Name
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	Toutr
0262104234735000	Salem	Behnke Farms LLC	
0270097014589000	Salem	Snyder Real Estate Ltd	
0270204802151000	Salem	Dotson	Yearles 3 C O To 1
0270406429001000	Salem	Whaley	Jessica M & Robert W Bette E
0270641508351000	Salem	Zilles	
0270974121023000	Salem	Starnes	Robert & Lillian
0271091414590001	Salem	Foust Schafer LLC	Carolyn E
0271091514591000	Salem	Borias	\
0271091614595000	Salem	Finke	Mary D
0271091714593000	Salem	Finke	Dennis
0271091814594000	Salem	1 - 101111	Dennis
0271093114610000	Salem	Finke	Dennis W
0271093114010000	Salem	Wargowsky	Becky L
0271111814857000		St Clair	Douglas L & Sally A
	Salem	R E Wilson Properties LLC	
0271111814861000	Salem	R E Wilson Properties LLC	
0271113614882000	Salem	Jess	Lucille
0271123414623000	Salem	Cress	Robert L





UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF INDIANA INDIANAPOLIS DIVISION

200700172320
Filed for Record in
OTTANA COUNTY, OHIO
VIRGINIA M. PARK
02-28-2007 At 03:05 pm.
JUDGE ENTRY 204.00
OR Book 1178 Page 543 - 5

IN RE:

AT&T FIBER OPTIC CABLE INSTALLATION LITIGATION

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

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

(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 subparts 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 the Athat 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 "Pforerty Owner Name" of Attachment C to this

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.

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

Distribution:

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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-RNG13IMSEC18

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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ROAD ROW.
W 12 W 12 EB N OF RX
R 17 N 12 NW ELLESTON COUTLOTS LOT 1 W RILLISTON BLK PT OKULOF I MED PT NW 1/4 (40 FT LOT WPT S IZEW NONTHOF MALECALD CENPT N IZE DIEI PROTIGEGOOD WAS LCC (WHARDOR ND) BEY WYT N 12 SW 1M PTNW MAIN LOT 10 PT SW COR B 1/2 NB 1/4 LOT 15 ABBOTT'S OT 16 ABBOTT'S OF 12 ABBOTT'S LOT 13 ABBOTI'S COT 14 ABBOTTS PT NR 14 SE 14 PT B 12 NE IA 17965 W HELISTON E.A. W. 0210592847723600 SONIN RATROAD ST 04415911392900 0262104234745000 CROSSING 2849 W THREE KILE ROSSING 829 W THREE MILE ACCOUNT THREE MILE 665 NATWATER RD 326 W SECOND ST 0211712723996800 329 EFOURTH ST 0210673522715000 644 W SECOND ST CROSSING 409 E POORTH ST #200720405334090 1208.874TB.ND #000077200537090 565 MAIN ST #011667#22311000 1713 B.87ATB.ST 325 E POURTH ST 2060335004323600 824 W THIRD ST 2122 WITH ST 2016 STATE RD 974 STAKE 9T NTETTAURD 016211134437000 0038167602094000 0008719009115000 0008721589549000 0100733309598000 20 0050208102637090 0260653808316000 150673606575010 E105/6909E/909 60673508975014 211682822718000 #163402105000 60673608975012 021 (684822740000 0042122835006000 0150666006684000 1210201912373600 0160677100833002 040) (540) 238000 0H 6459 0TT/NWA 00 0H 6449 0TT/NWA 02 0TT/NWA 0T HILE OTTAWA CHIS OTTAWA OTTAWA DITAWA DITAWA STEAWA OFTAWA OTTAWA OTTAWA OTTAWA OTTAWA OTTAWA OTTAWA OTTAWA OTTAWA DITAWA OTTAWA OTTAWA DITTAWA. OTTAWA OTTAWA 25 ES ES OH 43452 25.0 3432 至 2 23.53 氢 123 ă 272 338 43452 25 127 쿵 푱 夏 E 8 Rocky Right

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1839 E STATE RD	SSTATE	4291 B LINDA	304 CENTRAL VIADUCE	4160 B LAUREL RIDGE	MOSTINGEN ST. WASHINGTON ST.	321 WASHINGTON ST	12300 W ST RT 163	1	PO DOX 464	6 STATE	OSTATE	2120 STATE RD	5225 N REIM	5229 N REIN	20910 YALE ST 4101 Fourth Ave.	247.00	1754 B STATE	4 B STA'T	301 W SECO	PO BOX 1600	NERS	TATALON WAT NO ST. Apr. 6	JOS W SECOND ST	315 N. KYMERS KD.	1505 HULLAND RD	RMAM	2121 STATE AD	E SECO	LAKES	3446 LARESSEO 181 N RAELROA	8429 SR 163	ELANO.	ILO SECONO ST	6579 OSPREY	LAKE	247 LAKESHORE DR		399 FOURTH ST. 217 1/2 B FOURTH ST.	171 N RAILROAD ST	1193 W PREMONT RD
			<u>ē</u>		Т	Ī	<u>3 8</u>			2 8	212	212	\$22	<u> </u>	2 4	1	175	173	ğ	2	MT 265		306	315		Š	127	1413	ž.	34 181	1	Ħ	1	82.93	A 312.	2 2	1164	217	121	100
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100	000.4	MARK K.	PAC	ETRUSTI	ALICE N	ALLOR M	VINAW	7 7		REY & K	NUNEW	MDKEW	UNTERS	USTEES	K ROBE	1074	THOUSE I			RINICAL	181	THOMOS	2. B	ANTEN	ARMS O	14.	OBERT	ANP P	RALD E	ERRY W	TITAK!	S	CORRE	HINSTOR	ARY LO	PROPER		BVENTE	E NETTEN	WILOS &
GERTRY TOOL & DELINC	ENTRY.	GHORGE, MARK K. & ITAROLD	GLLOTA INC	CLASSSER DAVID ALAN A MARKANE TRUSTEES	GLOVINSKY, JULIA GNEFFER, ALICE M TRUSTEE	CHEPPER, ALICE M TRUSTEE	103 GOETZ, ERVÍN & WILMA	A CANA	OXZALE	HEEH L	169 CIROVER ANDREW & HILLEN TRUSTISES	RUSTEES	ACHITICAL LANGES	CRUETTER LAWRENCE & SELANDETERS	ANSWER L	A Toronto	18847		JIE REDLINAN BETERAGE IN:	BLEE A	HLWKG	121 HEMANINGEN, LESTINGER	ENNAND	HETMICK, IANTEN	HICKORY PARMS OF CHILD INC.	MA TAI	HO! MAN, KORERT	N SECTION	DSKO, CE ANNING 1	132 HOSKO, GRIALD TOD 133 HOWELL, JERRY W	HOWEY, WILLIAM &		137 HUNTE, WAC IR & BSTELINE	USTON, C.		140 ISLAND GYPSUM CO		JENSEN, STRVEN E	KORINBON, MELLEN B	TUSTICE, CARLOS & LINDA
3.8	*	-		8.	25	ā	8 3	Ę	8	2 2	2.5 99	2	= ,				18 E	7.17 B		E 611	22	121 121	121	核	125	127		2 2	Ē .	85 ES	<u> </u>	E	35	13E	8E	## 91	1	2 ±	55.	\$ <u>2</u>

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147	7 KAISER, PHILLIP MARVIN FIUX	-		Œ		OTTAWA				County	-	_	**
₹ .	8 KATIKO, KAY BILEN	POBOXE	Port Chaism	ē		OTTAWA	0211439728004000	1313 E STATE ST	BUK 22 LOTS 21&22 LAKEYIEW	Canadi		,	628
	149 KELLY, DONALD 130 KERN, ORLO C. & WANIE B.SAT	224 N KAILROAD ST	Oak Harbor	88	1 1 1 1 1 1 1 1 1	OTTAWA	0271110614842000	ZZA N RAL ROAD ST	91 K 16 LOYS 7-8 & 9 C	Coursil	+	0	202
Ē	1 KNICKENBOCKER, JANSEN CLAY 412 BENNWOOD CT	Y 412 PEXNWOOD CT	Screens Park		31146	OTTAWA	6101881325257030		MOOSES W 1/2 W 1/2 NB	Course		ľ	669
5 5	1 KOHIMAN LAKRY & BARBARA 1 KRM & MITT AN CHICKET	2132 B STATE ND	Port Clinton	8 8	19652	OTTANA	8200R3S(27953000		HAYALLES TON	Countil		9	100
	LAMBITY CO.	and the state of the state of				THU TO	T0048/2005/20018	CROSSING	TOL 2 VOROLLS	Consul		_	2
S S	S ICURAS GREALD C'TRUSTISE	2240 W LAKESHORE DR	PortClinton	55	Z(15)	OTTAWA.	1001968069890910		PUNW 1/4 SE 1/4 (S OF STRT	Countil	-		Ser. 1
95	KURAS JANICES	2196 W. LAKESTSCREEDR.	Port Chaten		43452	OTTAWA	0160063300060000 W.LAKPSHORE D	LSK 163	ETT SW 14	Commit		١	ŝ
ĕ	LANGUERO, 10 T.C.S. PR. LANGUER, Joyce M.	2304 S. Danbury Rd.	Port Chiston	100	3455	1	01415043-79394-000		204	Comal	1	-	1,677
<u> </u>	KYOL TSYNOHIL TORY	1649 S LICETTNER RD	Port Change		43452	П	0200421005904000	S LIGHTINHK RD		Coerni		10	1
š	LEMKS, KUWAND K	14602 W FULST MT	Rocky Ruge				0031321027447000		BLK 3 LOTS 2.4.3 RODNEY MASONS	Countil			343
Ξ	LEWIS, JASON & ANGELA SET	13390 SCITTLER ND	Ouk Plathor	TO.	43+49	OTTAWA	004025780] 130006		NW 1/4 NR 1/4 (NORTH OF	Countil		_	355
2 2	LIBBEN, PAUN, B.	205 Morth Charg Road 206 REPUBLIC ST	Pert Chalon Norwalk	88	4457	OTTAWA	0150662908634830	W CROSSING RD	N MID PT SE 1/4 8 PT NW PRAC SEC S OF W	Court			138
ā	DONALD B	191 R DTR: 14 ST	Post Cinton			ALL VIEW	Olympia de Marche (1970)		CROSSING RD		1		
	D. Transport in the later in th	4007	CHECKER CHECKER				UZ I TASICIKUZA /IKKU		ORIGINAL	County		_	=
169	LOWE JANES B.A. MILDRED J. T. COZOVÁ, JIT 10 & BORA 148	20484 W WARTIN MIT INT RD	Cur Conter Martin	58	80767	OTTAWA	0022012731818000		BIX 1 LOT 1 TOWN PLAT	Control			149
	ELUCAS, SHARGN & RONALD &	1980 E, Co, F	Tiffe				0050132302117000	SR. 590 & TRUE RD	FL SW	Coursil	+		877
F	ELICKEY PARMENS INC	POBOX 217	Woodville	Ĭ	43469	OTTAWA			6.2903 Ages 600 x 461	Course		8	367
9	ELICKEY FARMERS INC	70 BOX 217	Woody III.	₹.		OUTAWA	00(6036730610000		NR 14 NR 14 N & S OF TRACK Consul	Constal		0	द्य
		PO BOX 217	Proodyine	ŧ	43469	OFTAWA	0040036739610004		NE IM NE IM N. S.OFTRA CR	Coursil		-	2,12
H.	LATE OF TANKEN BING	P 0 B 0 X 217	Woodville	ă	63/64	OTTAWA	0261017008367000		PENW 1/4 SW I/AREAR NOF	Consult		ٳؖ	887
	LT THEREY PARACETER	PO BOX 217	Woodville	Ħ	43489	OTTAWA	0261572929821000	COR OF BENTON &	FINW IM NW IMN OF ER	Coresil		•	166
	LUCIES EXECUTE INC.	P 0 BOX 217	Woodrille		T	OTTAWA	0279 0170 1364 600B	Т	We sud the east this		-	1	991
Ξ		1862D W MOLINE MARTIN RD	Martin	ĕ	Г	OTLAWA	0042065933847009	KMARTIN	B LZ NW & N PT SE N OF RE	Countil			2,812
E	M.A. M. CONSTRUCTION DE	3580 PORT CLINTON RASTRD	PortClinton	ğ	1362	OTTAWA	0211328825196000	222 W THIRD ST	BLK 13 LOT 48 13 TET AV	Oserail		0	1
2	MELA ASSOCIATES AN END	TOTAL MANAGED BILL	Port Clinton	HO.	Т	OTTAWA	0210982418362000	ITER FERRY ST (REAR)	WAND PENETA	Countil	-	-	30.
E		5595 R VON CHARIN ND	Labrido	# #	Γ	OTTAWA	0200725408401000		F. 38	Contrail		ľ	ž
r e	MARVIN LA BESTY L'ORAUTAS 12843 SALEM CARROLL RD	12843 SALEM CARROLL RD	Out-Horbor	5	43469	OTTAWA	0260638408302000		CHANTEN SOFTER	Countil		5	1,589
2		Ma Vikorila Si	Fort Chalcan	# 10					BLK 14 LOTS 1-2 & 3 N SOFT ORIGINAL	Contail			â.
\$		943 VIRGINIA SI	Pert Cliates						BLK 14 LOTS 1-1 & 3 N JOST ORIGINAL	Countil	_	5	æ
<u> </u>		943 VIRGINIA ST	Port Clinton					218 JACKSON ST	BLK 14 LOTS 1-2 & 3 N 50FT DRIGHTAL	Countil		•	ş
183	MCLAUGHLIN, RICHARD & KARRY S&T	3925 E KIKK RD	Port Clintons	3 HO			0200710909410000		38.14	Counti	-	•	1,525
3	MCLAUGHLIN, THOMAS & THERESA GRUNDA	204 N RALIKOAD ST	Oak Harbor	ă			Т	204 N RAILROAD ST	BUK 16 LOT 2 C ROCSES	Countil		Î	63
Ī	164 MCLAUGHLIN, THOMAS & THERERA CREMER	204 M RAIL ROAD ST	Oak Harber	<u>5</u>	43249		_	206 N RASEROAD ST	BLK 14 LOT 9 C ROOSES	Countil		-	95
Ě	MCNUTT, SCOTT A & LYNCHIC S&T	13330 W SCHILLER RD.	Out Harbor	8			0040217891830001		TAN IZN IZNE 14 NOF	Countil			308
2	MCRITCHIE, T PARK	PO BOX 327	Port Climbon	8	2873	OTTAWA	0160663108642000		W T 26.85	Contail			ž
=	MESKER, TERRY /	367 B WATER ST	Dak Enther	# *				4580 FIRST \$T	MASON'S ORGANISM	County		5 0	89
\$	Mesker, Terry j	367 B WATER ST	Oak Herbor	₽ 8	43450	OTTAWA	000261502152000		MASON'S DESTRUCTION PLAT	Compil	 - -	-	eg G
8	Morealf Is, Brake F. & Booksy S	1194 N MAIN ST, P.O. Box 29	Rodry Midge	8	573		1	H MAIN ST	BLK I LOT 3 & 8 30 FT OF 4 BLK I LOT 3 & 8 30 FT OF 4 TOWN RATTO ROCKY	Coartif		-	130
ĭ.	Metholf R, Emis F & Besky S	1194 N MAIN ST, P.O. Box 99	Rasky Ridge	# #	0 85454	OTTAWA	0020173102196000	FIRSTST	BAK 2 LOT 14 RODREYAL MASOWS ORIO TOWN PLAT	Country		-	\$
E	192 MIRRIE S. EDDIE W. A. NORDEREL SERVITANTIAN	AVE.	Webcidge	99 S	П	OTTAWA	90356363696969	655 MAIN ST		有思	H		\$
<u> </u>	MIRKO BOLI FRANCI URMINISTRA	WK AD	-	5	- 1	\neg	- 1			Commit	\dashv		1,089
Š.	194 JMCLNAR, EVA.M	1904 STATE RD MT RTE		ON 14345		OCTAWA III	200770309533000	•		Coernil		9	3
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ER LO INT	160.52	E 12 NW NE PT NW COR SW 1/4 75 X 486, 55 Commail	PT NW COR SW 1/4 85 X 449. 98 Course		H Ches	10 FT & SBS	ROOSES	T 10)FT	SW COR SW IV	TRE LA	E	FJR.	HK		3	HILISTON HILISTON BLK 1 S PT P 20 ST		FT ELLISTON	134.5 KV	1017	EHUEF			NAL.		BLK 151.079 N 50FT 3 145 FT	MAIN LOT 10 PT SUB LOT 3FT	SEPT SW NAME IN (1127 FT	SOF RR	KOOSER		=	B1/4 CM	\$ 100 FT	10r 23	N MID PT NW L4 (PT LOT 25 BLK 14 LOT 6 C BOOXIES	6	CHIX		181
A & S OF)	CBW I'M	R 5W 1/47	R SW 1/4 1	SE 1/4	2344	I CROO	155.2.6C	18 7 & 8 8	M	TINNO	NAME	ONNE	N NO.	N OF B	NB MAN	ELK 1 SP		X 4 4 3	NOMOG	C3 S 43 FJ	USE & SE	OF ER		ाउ त्यात		79 N 50PX	10 PT SUB	WANT IM	83.64.7	34430	100	N N Z	NW 14 N	3 11 A 12	W 1/4 (PT	SC BOOK	U4 (LOT 2	RODNET		LIOT
SEPT SWINES OF RE SKILLITER ROBERT IN INT	PT SW COR BW 1/4 (189.92	TNW CO	THWCO	NIA NE 14 SE 14	T C Y	BUK 15 LOU'S EKC'E 10 FT & LOU'S 10 & 11 C ROOSES	UKISTO	BLK 15 LOTS 7 & 8 & E 10FT	W COR S	OT 3 MAN	BLK 10 MARTIN N OF RR	ulk 11 ma (reak)	LOT 2 MARTIN NOP RE PT W 12 W 17 SR 14	W L	WAACOFNBIANWIA	NOTST	ULCTB	TELLIST FELLIST	AKEVIEW ' Niš	BLK 171,0T3 S 43 FT & LOT	COURT HOUSE & SPERIEF	T NW IM N OF ER	TNWLAKE	BLK 16 LOT 13 CRIGENAL	NEN OF RE	K 151.07	AIN LOT	PT SW 1	K 12101	BLE 161.0134 & 3 C ROOSES	50 X 250	FLW 12 B 12 NW 14	NA COR	X 17 LOT	MORE	K 16 LOT	NW PT NW 14 (LOT 23)	NW OCH S LZ NW I/A C 141 X BLK 3 LOT 1 RODNRY	ACT. 64	E 152 FT & OF LOT 1 BLK 1
885		20 2	Ť	2		<u> </u>	<u>as</u>	ja c				es es		I	П.	7			33	2 C	5	E.	L	A	1 Z				33	<u> </u>	181		2.5	32	ÖΖ	26			35	95
2	DSSING KI	2				KOAD ST	F G	KOAD ST	SSINGT	1			VRAW	KTIN	TONEA	ATEN		CHES		SONST	IN ST			IS EL	Q.	CHON ST	JRTH ST.		i ei	DAD ST		2		E .	NO ST	NO ST	IS GNOO!	LENTZ RI		
W SR 51 & 795	23% W CKOSSING KD	EDDS STATER RU			N LOCUST 81	2 N KAU	N RAILROAD ST	132 N RALLROAD ST	2394 W CROSSING BE	S MAINTEN			ELLISTO	19730 W MARTIN MOLINE	CAW A M MORELLE 1899	WELLSTON B.A. W.RD	***************************************	20 E		II HEFERRONST	13 MADISCIN ST			17 B FOURTH ST	2022 ESTATE ND	321 WASHINGRON ST	MAIN & POURTH STS		126 W THERD ST	216 N RAILMOAD ST		N BULLARAN KI		314 ADAMS 87	W SECO	204 W SECOND ST 220 N RAILROAD ST	732 WEST SECOND ST	247 OPPER LENTZ KE		UPPERSTA
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	TNO RD	MB DR		MTRON				15	2366 W CROSSING RD	TILISTO	N WILLISTON RD	ILLISTOR	ADOWSI	19978 W MARTIN MOLINE RD	1997 W MOLINE MARTIN RD 334 COUNTRY MEADOWS DR	AZEADOWS DR	The second second	Town a			315 MADISON ST COURT HOUS							DOWNS SUITE								_	Ξ	12 KB		
WER	ROSSTING	1398 W LAKESHONE DR 2006 STATE RD	CKEN	1413 W TOUSBAINT RD N	IS CONTROL IN THE STATE OF	avoy.	ROAD ST		ROSSING	NATE OF	ARTIN Y	ARTEN	KTRY MG	MARTIN	MOLDNE)	YTRY ME		I WE DIE	76 South Main Smort	RESON ST	SON ST	NER AVE	MER AVE	TE CAR	19 11 ST	31	Į.	THERD	URTH ST.	ROAD ST	ER ED	ON SOL	13470 SCHILLER RD	ts st	TO CONT	ZAOAD S	170 BOX	FER LEY	OK TT NO	2
954 CULVICK ST	2394 W.	1398 W. [2008 STA	ZOIZ STATE RE	A 1677	NA NI SCI	W M ZEI	132 RAILROAD	132 N RALL BO	2366 W.C	3338 N.X	3335 N MARTIN	3335 M W	334600	W 87.991	394 COU	334 COUNTRY	944.00	100	X South X	315 JRFFERSOR	GVN SIE	OWYOU A	241 GARD	400 W	PO BOX 119 4437 214 TIL ST	319 ALICE ST	445 MAJIN ST	S330 HEATHERDOWN	226 W FO	16 N RAII	1866 STATE RD	LA SEC	13470 SCE	314 ABAMS ST	504 W 3B(220 W RAILROAD ST	732 W 2ND PO BOX 14	2747 N OPPER LENTZ RU PO BOX 122	5574 BER	110 FIRST ST
	MOYER, KIM A & DONNA M S&T 2394 W CROSS	MULLENS, CHARLES & SANDRA MULLENS, DOROTHY B YOD	MULINS, HERB & SHARON FAS	Y)	O COUNTY	DIMENS	THERE	TURNO	- NAI				2		≱Ē	OESTRÉTÉR, REED & RUTH S&T		1 000	4	, W.			1	2 OTTAWA RESIDENTIAL SERVICE 400 WITHER ST.				**	PORT, CLINTON AREA HERITAGE FOUNDATION	BORAL				E.A.	11	1			7	133
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MAIN LOT 19 PT SUB LOT 3 (30 County	6	77 NE	**			R		OP RR)	and 80 acres)	N OF RR		50 X 214 W PT NW 1/4 8W 1/4 & W PT	2T LOF 24	FT NB COR 8E 1/4 (100 X 602)	(Z66 X 150)		ROWN PLATELDCK SLCT J	VACALLEY (10 X 200)	LAVOP E		FUNE CON ME 1/4 SE 1/4 (35 X C	2 8W	1/1	3 (12 Cor 23)	OFFLOR			7 H 8							OFE		×	Trof 2.4
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101	LOWDE	17760 W TORISSAINT'N RD	TOUSSAINT N RD	INSS W SCHILLER NO	13865 W SCHILLER RD	3109 N GENOX-CLAY CENTER	JOON RYNGERS RD	Lebor Hamil	9256 W SALEM CARROLL RD	TET	TH ST	NSTREET	612 W SECOND ST	CATAWAA	ENDA CLAN	1955 S LICHTINER RD	115 THIRD ST 316 W THIRD ST	Sect. PO No.	A THE PARTIEON ST	787	7.5T 178.5T	1910 E STATE RD 11840 ST RT 37 RD	True Rd.	76 South Main Shreet 508 W SECOND ST	COND ST	1864 STATERD PROPERTY DRPT 6179 600	CY DEPT 417	r Derrair	O DEPT #17			DRIT WOTEN	MERSHO	13 RD	S SELLE	IN LER RD	43	19.1
PO BOX 104	1	17760 W	17260 W 100	P 588E1	P SHIES V	3309 N	HOOM	Ma 148 W 3626		509 WEST ST	105 H IOTH ST	BOX 194	612 W S	1233 NE	3738 N.C	19558T	11.5 THI	Section 1	T T	625 NATE	1736 FLATE ST	1910 E ST	1552R W.		18 A 85	PROPER.	PROPER	PROPER	PROPER			648 N B	436 N R.Y	VISITY.	1710 8 1.0	13230 SC	PO BOX 67	WIT ATTENDE
TRA & LEG	SALLY J MC	JA JENNY	I & JENNY	A DORA	B & DORA	TERM	WD.	ANN	SHELLEY ANN ASMUS SHEFFHAD KATHY ANN THAYER, MARY IC, THAYER,	ROBERT 1/7	ERT & JANE	SHYDER, ERMA RUTH & EARL PA	28	T& SURAN	* SHIRLEY	CEASING SYLVESTRA					E E	TETAL, IDA BELLEM TETTAL, RICHARD H.A. 10YCE	B S&T Theybold, Nr., William J.& Suzan B.	MICTA		278 TUNNELL WILLIAM J	STATE	PSUMCO	SOM SO			288 VAND REVERCEMEN LTD 648 N BLLISTO		A TRUSTER	KJA KDK	WAGNER, TERRY K & CHERYL M 19230 SCHILLER RD	₹8	
SANKEWICZ, JAMES A & LEB	SCHOOL DARCY IL SALLY IMC	SCHEILF, WILLIAM J.A. JENINY R. S.A.T.	SCHEIF, WILLIAM I & JEWNY R S&T	KUKULER MYROM & DORA TRUBIUS UNDER BEHLLER LIVING TRUST	SCHILLER MYRON B & DORA M TRIISTER	210 SCHIMMING KATHLERN	AKER, ROL	SHEETZ M. ROBERT II. SHEETZ M. ROBERT II. TEAYER, MARY K. THÁYER.	EV ANN ASP FRED KAYHY R; MARY K,	TER ETAL,	DZIAN, NOB	K, ERECA RU	R, KUNATEIA	E-MALH I		S SHL CENT		AN CHRR HES	STATE SUMPTER, WILLANGE	Z MARGER	Z MARON	I RECEIVED	Se, Wille	TOLKOO EDISON COMPANY TADÁBLE, JOHN & ALICIA	A, JOHN I,	L. WILLIAM	STATESON	TATES	STATES			K EVERCREE		ORTH VICK	OKTHE MAKE	R, TERRY K	295 WANSITLER, DENNIS &	THE WARDA
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-			*	3990 GENOA CLAY CENTER. R.D.	1902 W STATE RD	9	4	4	321 LZ E FOURTH ST			W SECOND ST	SSO W SECOND ST		2			
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	Port Climbra	Chaytown	Port Cinton	Siloquanibal	Post Climba	MANSFIELD	Cley Conta	Chy Conter	Part Clieton	Pert Chierton	Mactha	Part Clares	Port Climon	Onglova	Graytown			
THE ILL TOWNSHIP TO THE	3144 W LAKESHORE DR	15120 WYRUGRD	3104 W.LAKESHORR DR.	5400 W 86TH ST	1802 E STATE RO	630 OAK ST LOT 161	Acca-Metal Inc. 7 C. Box 59	P 0 DOX 59	EZS MONROR ST	×	20110 MARCIN MOLINE RD	PO BOX 455	530 W SECOND ST	irots it williams et	IBOAS N WILLIAMS ST			
	Įγ	WEITZEL, ROBERT & MARY	WHERE IS JOYCE A	WHITE ROCK QUARRY LP	WHITING, DAVID C.A. TERESA A 1802 B STATE 5AT	303 PHITMORE, FLMER & NANCY	Whener, Don'tel E	WIDMER, DANIEL E	306 WIGHTMAN 6H, WESLEY R. & IVA 125 MONROE 51 SET	367 WILLIAMS COMMUNICATIONS IT		ZETZER BI'AL KONALD L			ZION UNITED METHODIST CHURCH			
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OA CLAYC	SEATING A General	8		OTTAWA	01004300004000	SZSS N GENOA CLAY	PT BW 1/4 N OF RR (256 X 150)	Coereil			-		-	=
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340 Rice Struct, PO Bus 47		푱	43416	OUTAWA	ONTOR88/25424000	N BOLANDER RD	8 PT NB 1/4 SW 1/4 8 PT LOT 11 Compil	Compil						3
190X 194	Millitury	Ħ	940	OLLYWA	0011350026343000	28510 N POSTORIA RD	WPT NW 14 SW 14 & W PT	Coursell		-		<u> </u>	8	530
23749 HELLWICKD	Oceanie	5	43430	OTTAWA	0011408025440000	N DELLMAN RD	MED PT SW 1/4 N OF NR	Course					Æ	2,526
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ALIN ST	Clay Confes			OFTAWA	0024078200969000	MAIN & HOURTH STS	MAIN LOT TO PIT SUB LOT 3PT	Owner					-	•
PO BOX 104	Clay Conta	Ħ.	43408	OTTAWA	1006560028400700	FOURTHST	MADY LOT 10 PT SUB LOT 3 (Second)	Connell				_	0	180
ECOND ST	Oley Conter	HO	43408	OLTAWA	002000000000000	110 SECOND ST	W 148 FT & OF LOT 4 BLK 1 OF	Contrall					-	Ξ
209(0 YALE ST	Wilkston	ĕ	43468		0007/010558007000		DLK 3 LOTS 5 & 6 TOWN PLAT	Correll	- dissession in the second				0	2
MAINSTREET	Carticona	8 8	40408	ı	0020013619026000		TOWN PLATFLOCK SLOT 1	Course			†	+	3 2	=
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321 WASHINGTON ST	Oak Harbor	8	43449	OTTAWA	6040122730579000	N ELLISTON TROWNRIDGE	PIN LZ SE LA	J. Company			-	_	l e	\$32
668 N. ELLISTON TROW AD	AD Grybon	100	43432	JOTTAWA	0040124401555000	WELLISTON B. & WRD	NB PT 8W 1/4 SW 1/4	Coursell			1	+	-	37
S W SCHOLLER, RD		# 6	43. 4 5		0040127501627041		M	Correll				<u> </u>	5	2
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PT PARCEL OUTLOT NE	NE COR NW 14 NE 14	PLW 12 W 12 SE 14	五五	X317173	BIK 9 LOTS 1 & 1 HILLSTON & Count 1/2 VAC ALLEY SXISS & REAR	ELLISTON OUTLOYS LOT 1 W	MI WN 14 BN	PTN 1/2 M 1/2 MB 1/4 N OF KALPOAD BUCKET OF YAA	NECOR NW IM HE 14	WPT NE 1/4 NR 1/4	PTAW COR NW 14 NE 14 (N		ILROAD)	HLISTON BLK PT OUTLOT I	NE COR SW 1/4 SE 1/4 N OF RR Consell	NW PT SE LIA SE LIAN OF AR	NW PT SE IM SE IM NOP NR	B 1/2 W 1/2 M BW 1/2 5B	ANWA.	BLK 14 LOTS 1 TERU3	9 Acres	SEPT CHNOPR. (46.3426 Agen)	H SW	SW SW (Portion North of RR)	blk 2 lot is kodyby Mabon's Orig Town Plat Torocky Ridge	BLK 1 LOT 5 & 8 30 FT OF 4 ROBNEY MASON'S ORG TOWN PLAT TO BOCKY	HER Z LOT 14 RODNEYAL MASON'S ORIG TOWN PLAT TO ROCKY NIDOR	BLK 1 LOT 12 RODNEY MASON'S ORIG TOWN FLAT TO BOLLY SHIP	K 2 LOTS SON'S CB	BLK 2 LOTS 10 & 11 RODNEY MASON'S ORIG TOWN HAT	BLK 3 LOT 1 ROONEY	KINGIAMS RESERVATION I	ASONE		PT E UZ NE 1	FY YE IA	C2 MART	LOF 3 MARTIN N OP RR & 1/2 VAC MILL 8T 30 X 350	MAN	ARI
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	2448 N MISSEN ND	2747 OPEER LENTZ RD			19756 W MARTIN MOLINE	19750 W MARTIN MOLIN		***************************************											WLAKESHORE DR SR 163 B PT SW 1/4		23 N CAMP RD		· Limited Street	25.00				-		SOLS WYTHREE MILES CROSSING	99 W THREE MILE KORETNO	2789 W THREE MES	OO W THERE MILE	2829 W THREE MALE	2849 W THREE WILK	CROSSING 2869 W THRESE MILES	CROSSING 2923 W THREE MILE	OSSING	AND SHARES						2394 W CRUSSING RD		
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241 CARDRER AVE	2448 N MSSEN RD	2747 N OFFER LEWIZ RD	2010 MARTIN MOLINERD		19750 W MARTIN MOLINE ND	19978 W MARTIN MOCINE RD	15978 W MOLINE MARTIN ND	AND THE NEW OFF	241 GARDNER AVE	105 H 1004 ST	To think or the	22320 Rhysraulk Land	4460 KIRK RD		3				2196 W, LAKESHORE DR.	THE STREET STREET	35 N CAMP RD O BOX 122243 763	10 to	O DOX 327	O BOX 327				100 N KYMERS RD	PO BOX 7						2978 W LAKESTKORE DR	2975 W LAKESHORE DR	247 LAKESHORE DR	Ī	3256 W LAKESTORE DR.		1446 LAKERHORE DR	WEIN	LD 761		2394 W LAKESHORE DR. 2394 W CROSSING RD	2240 VP I. ARTHURINE TR	ALC STORES
CONSERVATION LEAGUE	COWKLL & DAVID RECEARD & BRENDA & S&T	ROMBACH, TUDITHI A	92 VACKER, MISSELL & ADDRESS			94 DESTREACH, GAYLORD	95 OBSTREICH GAYLORD W	7 KNICHERIOTER ANGENCY AVI	98 OTTAWA COUNTY 241 GARDNER AVE	90 MICHONITAN BURNET & IANIN	M TOD		CHANDLER, DONALD	Learners from M	LAMMERS, JOYCE M.	104 STOKES SVI VERTER A	CHARLENG & DORUTHY HIGH	SYLVESTER & CHARLENE STOKES	CURAS JANKES	8 M E S	ENCORPORATION OF THE PROPERTY	AFOUND INC.	KATTAN STOCK	ROWNING PERKIN		VOLLMER, CAROL V	114 TETTAU, RICHARD BY TOOK TENTOTED HEAT	SCHUMAKER AD SVD &	П	LABILITY CO	ABBOTT, DRI JI AR JANG	ABBOTT, DELILANIANB	124 ARBOTT, DELLIAN IANE	125 ADBOTT, DELILARI JANE .	126 ABBOTT, DELEGALIANE	127 ABBOTT DELICARIANE	124 JAKKEALPROPERTES LLC	Table of the second district of the second	< −	WEEKS, DANIEL A & VALESIA B RAT	172 HOSKO, CETALD TOD	- 1	BACWAING PERMISING OF DELO	EROWNING FERRIS NOVISTRIES OF ORIO INC	135 WHIRLIAN, KOYCHA 137 MOYTH, KIM A & DONNA M S&T 2	136 KHRAS GERALD CTRUSTER	CHILDREN CONTROL

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ង	RICHARDSON, TERRANCE A	314 ADAMS ST	Port Clinton	SP HO					BLK 17 LOTS 11 & 12.3 100 FT	Comul	_		101
252	Jensen, steven e	217 172 E FOURTH ST.	Port Clipton	#G	Г		0211714423119000	is.	DEK 17107 ISN SOFT	Cotesti			42
S Z	WRBSTER, MARCIA PORT, CLINTON AREA	221 E. (THST	Port Claring	Ho	100	OTTAWA	021171472312,000	221 E4TH ST	BLK I7 LOT 14 ORJERAL	Comil			15
	HERTAGE FOUNDATION				.	-	_		BLK 12 LOTS 5-6 & 7 S OF PR RAW CREGNAL	Countil			ž.
3	HIZ BUM, AOHN	2409 LIMA-SANDUSKY RD	Senderally	į				THURD ST	BLK 13 LOTS 1-2 & 3 9 70FT ORIGINAL	Consult			3
ก็	DEMING BARBARAD	224 W THIRD ST	Port Climent			Ī			BLK 131,0T & S 163 FT AV	Cornell			2
223	DRUMAR, JOHN GR.	223 W THIRD ST	Port Cliston	OH 49452	Γ	OUTAWA 0	0211711233167000	221 JACKSON ST	BLK 13 LOT 78 84 PT OP N 100 Coursil	Corrall			87
2	MUSTICE, CARLOS & LINDA	1195 W FREMONTAD	Port Chalca	OH 43452	Γ		0211732723336000	413 W SECOND ST	BIK I LOTS 13 & 14 W 100FT S	Cernil			172
239		212 HARRICH ST	Port Cliston	OH 43452	П	BITAWA 02	0211733023340030 V	W SECOND ST	BLK 1 LOTS 13 & 14 SE PT 72 X C	Countil			35
260		224 W THIRD ST	Port Clinton	OH 43432	Π	OTTAWA	0211777023163000 2	224 W THIRD ST	BLK (3 LOT 5 3 145FT AV	Countl			1
92	OHIO EDISON CO	76 South Main Street	Abrya	90CF+ H308	_	OTTAWA 02	1211907531239000		LAKBVIEW-POHONA 34.5 KV	Coard			661
92	WILLIAMS COMMUNICATIONS OTTAWA CREMENTY	A MADISON ST CONTRY MONTH		100	П	OTTAWA	0211907531241001		ZESW IM	Compa			240
4	COMMUSSIONERS	SORI HOUS		- 1		-		313 MADISON ST	COURT HOUSE & SHERTF	Connect		_	413
	CROLL, ENERY J.A. SUZETTE M	1945 N BESTANAN RD	Oak Harbor			OTTAWA 02	0250627708170000		NE NE EXC'N OF R	Coursel			1,68
	CROLL EMERY I.R. SUZETTEM	1545 N BEHLMAN RD	Ouk Harbor	OH 43469	П	OTTAWA 02	0260627708176000		WIRWIZHENOFR	Coresi			3
	WANGTIED DENNIS A	PO BOX 67	Oak Hurbor	QH 43443	Γ	OTTAWA 02	0260538008297000		BPT WPT NW SOFK	Carmil			187
300	MAKYINI, CHETYL GRAUJAS	OKTKO	Oak Harbox	130			60638408362000		CEN PT NW SOFICK	County			1 180
	SCHOOL GARYESTANDAA	reby		OH 43469		O VAVIIO	0060641208343000		NIZ NE IA SE LA	Countil			2,596
	CUMER HILLS SOWEGE			ŧ			DINKSERSTEND		NE SW & NW SH	Counti			1,708
1/7.2	THAYTER, MARY E. TEASTA.	COLL. RD	Clate Himbor	### #0			0250630408466000	,	NE SIK	Consul			1,397
727	277 SKEPHERD KARY K. TOKTON	CAT TO	Oak Earbor	OH 4348	[OJTAWA 02	0250650408472000		NE SW & NW SR (seal 80 acres)	Countil		_	2,645
£	DORTHY RECERCITED THIS TUNA		Oak Harbor	GHEY INO		OLTAWA 020	02/06/51/708/3/2000 N	N REHLMAN RD	PT NW 14 SW 14	Cornil			1,302
X.	CRANDALL, DESKY B	2	Oak Harbox	98	П		60653708513000	S12 N TOUSBANK S RD		Carall			1.677
3 %	BOXAY LEROY C	22		2 2 2	1	OTTAWA 102	026653808516000	li		Count			586
271	GANSKE, CHERYI.	SW00		胺	Ι.		60655988553000 31	390 N CARROLL ERIG RD	CEM PT NE & N 1/2 SE	Constil			3,857
7	HENDAINGER LESTIBLE			¥ E	П		50638008581000	4		Countil			1,289
12	20 GAETH WILDERD A TRUSTEE	12452 W TOUSSARTTE	Oak Harbor	6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6		OLTAWA 020	0260962508255000	4	PENE PENENCER	Control			36
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	LUCKRY FARABRIS INC		Woodville	OH 43469		OTTAWA U22	U261572979H2800U CC	COR OF BRINTON & P	PINW IRNW IANOFAR	Charall			156
¥		RS4 W TOUSSAINT R RD	Oak Rachoe	69+63 IRO		OTTAWA 024	09/210/23/73/6004		35 NW ALIS ACIDESW IAN O	Counti			1,626
7	AYRES BORBE JO		П	150			10502807225000 30	H		Carril			169
3	HOWEY, WELLAN &	E429 SR 163	Oak Harbor	15 E	ŀ	OTTAWA 627	0270634524980000 TC	TOWNLINE ST. A	ROOSES C ROOSES	Commit			8 22 22
287	LUCKEY FARMERS INC		T		F	T	In Description		Ī				
286	NORTHERN MANUFACTURING CO			55 43 43 43 43 43 43 43 43 43 43 43 43 43		OTTAWA 027	0271017014779000 N	N LOCUST ST	BIK 13 LOTE 3 & 4 CROOSES	Coursil			8 2
68Z	HORTHERN MANUFACTURING 1	32 N RAEROAD ST		OH 43449		OTTAWA 027	0271106114798000 13	122 H RAILROAD ST B	BLK 13 LOT 9 EXC E 10 FT &	Counti			204
X	MCLAUGHIN, THOMAS &	MAN MALL ROAD ST	Ouk Hambor	ON 43469		OTTAWA 427	0271109414827000 20	204 N KALLROAD ST BI	Ţ	Control			9
162	MCLAUGHLIN, THOMASA THERESA GREINER	DAN RAILROAD ST		_			00Z2111660114E02000 ZOX	206 N RAITROAD ST BI	BLK 16 LOT 3 C ROOSES	Chmul		-	8
ផ្ល	PONTALER, RISUS 3 & DEBORAH 2 L. (S&T)	ION RALEGAD ST		OH 43449	9 OTTARA		1	216 M RAILROAD ST BI	BLK 15 LOTS 4 & 5 CROOSES C	Contil			132
	E P 34.T		Γ	$\overline{}$		Γ	1	24 N RAILROAD ST BI	BLK 16 LOTS 7.8 & 9 C	Special		Ī	208
3	CUNNINGHAM, DAN R	SOUND AND AD ST	Of Haber	69469 HO	9 OTTAWA		6271115214907000 30	304 N RAILBOAD ST		Charti		1	80
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PA NUIC	NORTHBUN MANUPACTURING	NORTHERN MANUFACTURING		KURAS GERALD C TRUSTEE	211	nc	σn	211	217	717	Alc: N	KAISER, PHILLIP MAXVIN		UNITED STATES (DYPSDIK OC		1	WHITE ROCK QUARRY LA	
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UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF INDIANA INDIANAPOLIS DIVISION

IN RE:))
AT&T FIBER OPTIC CABLE INSTALLATION LITIGATION))) CAUSE NO. 1:99-ML-9313-DFH-TAB) MDL DOCKET NO. 1313
THIS DOCUMENT RELATES TO: 1:00-cv-01293-DFH-TAB (Kale)	OHIO ACTIVE LINES – COUNTY)
AFFIDAVIT IN AID OF TITLE REI	ATED 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 ex	ecuted pursuant to Ohio Revised Code
§5301.252.	
3. This Affidavit in Aid of Title relat	es 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 Re	ecords and indexed in the individual names of
Original Lines and the Successor Lines.	
4. This Affidavit of Title does not aff	fect any Railroad's interest in any property.
5. On January 2, 2003, counsel for A	T&T (AT&T Corp. and AT&T
Communications - East, Inc. (formerly AT&T Co	ommunications, Inc.)) and Class Counsel
executed that Certain Ohio "Telecommunication	Cable"/Railroad Corridor Class Settlement
Agreement, providing AT&T, among other thing:	s, an easement running along certain railroad
corridors in Ohio (the "Settlement Agreement").	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.

- 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.
- 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

251274-1 (135-0023)

I the tradesigned plant of the court of new parts of the court of new courts that this is active courted and full copy that this is active courted and full copy on his in my emphotis 1813 JFH-TAB Dated 1814 (1977) Michigan Dated 1814 (19

File #521

EASEMENT

We/I, the undersigned Grantors, for and in consideration of the sumof 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

TO

Township of Erie, County of Uttawa, and State of Ohio, and being SE tof Settion 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. J. 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, COUNTY OF "ttawa)

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

Notary Public

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

Received for Record May 17, 1949

at 10:50 o'clock A.M.

May 18, 1949

Elgin S. Winters

Recorder

Fee \$,70

Sheet Z of 3 sheets.

Easement for Highway Purposes

KNOW ALL MEN BY THESE PRESE	ENTS:	
That William W	H. Sondergeld	
	•	
for and in consideration of the sum of	and hundred the	city night a 45/md
Dollars (\$. /38. 45) and for oth	ner good and valuable consideration	ons to
State of Ohio, the Grantee, the receipt sell, convey and release to the said Gran right of way for public highway and r	whereof is hereby acknowledged	, do.S.& hereby grant, bargain,
situated in Ottawa	County, Ohio, Eric	Township.
Section SE ₄ -31	Town 6-N	Range 16-E
and bounded and described as follows:		
PA	RCEL No. 202	
Being a parcel of land ly of a survey, made by the Departm of the records of Ottawa described points in the boundary	ment of Highways, and recor County and being lo	side of the centerline ded in Book 7, Page 34, cated within the following

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 10 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 + 10 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.

KNOW ALL MEN BY THESE P	RESENTS:		
That	Welter Herbe	rt Bleizhane,	
	and the second	orthographic service	teras et pro-
79	en de la companya de la companya de la companya de la companya de la companya de la companya de la companya de La companya de la companya de la companya de la companya de la companya de la companya de la companya de la co		
for and in consideration of the sur			, the Grantor
Dollars (\$// ###); and f	Charles to the Property of the Control of the Contr		THE SECOND SECON
State of Ohio, the Grantee, the re-	sipt whereof is hereby	acknowledged do@s	hereby grant bargain
sell, convey and release to the said right of way for public highway	Grantee, its successors and road purposes, in.	and assigns forever, upon and over the lan	a perpetual easement and da hereinafter described,
cituated in Ottawa	County, Oh	io, Bris	Township,
SectionSE2-32 and bounded and described as follows:		6-M Ranj	re 16-E ,
- Udescribel 48 101	PARCEL No. 206	San San San San San San San San San San	

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 2. Page 5... 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 berein, and in the west section line of Section 32, Krie 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 10 feet left of Station 982 -> 77.5 in said center line; thence southerly along said moperty line to Station 982 + 70.8 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 + 30.24 in said center-line; thence southwesterly along said center line to the point of

It is understood that the strips of land above described contains 10:187, some of less, explusive of the present road which occupies 0:537 more or less.

Said stations being the Station numbers as stipulated in the Astronbefore mentioned survey and as shown by plans on file in the Jepartment of Highways, Columns, Ohio.

essigns forever. TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and

warrant and defend the same against all claims of all persons whomsoever. 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 thathe...... will lawful owner..... of said premises, and....he.......lawfully seized of the same in fee simple, and ha.s...... And the said Grantor...., for mysters... ..and.....bdb.......heirs, executors, and administrators,

the Though described promises hereby relinquish...... to said Grantee, its successors and assigns, all right and expectancy of Dower in And for the consideration aforesaid

the year of our Lord one thousand nine hundred and fight. have hereunto set. Ind hand the excent

IN WITNESS WHEREOF...

Signed and sealed in presence of:

Eagure 6 Molas

Main, Mohat & linkers