



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

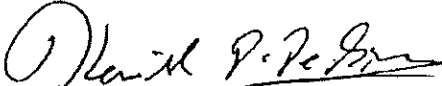
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

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

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

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements;[and]
 - f. Schedule B, Part II—Exceptions[; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

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

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5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

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9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION

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

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

Issuing Agent: Jan H. Stamm, Esq. dba Midwest Title Agency
Issuing Office: PO Box 531, 124 N. Fulton St., Wauseon, OH 43567
Issuing Office's ALTA® Registry ID: 1102308
Loan ID Number:
Commitment Number: MW2677
Issuing Office File Number: MW2677
Property Address: Fostoria Rd. and Curtice Rd., Northwood, OH 43619
Revision Number:

SCHEDULE A

1. Commitment Date: December 19, 2023 @ 4:30PM
2. Policy to be issued:
 - a. ALTA Owner's Policy (7-1-21)
Proposed Insured:
Proposed Amount of Insurance: TO BE AGREED UPON
The estate or interest to be insured:
 - b.
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
 - c. None
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
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: Carolyn A. Vogtsberger acquired title to Parcel 1 by Vol. 3346, Page 991, Vol. 3322, Page 727; Vol. 3230, Page 693; and Vol. 3126, Page 974, Official Records, Wood County, Ohio; Kimberly Amstutz; Bradley Vogtsberger; and Brian Vogtsberger acquired title to Parcel 2 by Vol. 3679, Page 631, Official Records, Wood County, Ohio.
5. The Land is described as follows: The land referred to herein is located in the City of Northwood, County of Wood, State of Ohio and is described as set forth in Exhibit A attached hereto and made a part hereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
 Jan Stamm
 Authorized Signatory
 Jan H. Stamm, Esq. dba Midwest Title
 Agency
 Issuing Agent

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Issuing Agent: Jan H. Stamm, Esq. dba Midwest Title Agency
Name: Jan Stamm
Address: PO Box 531, 124 N. Fulton St., Wauseon, OH 43567

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Filing of a properly executed Warranty Deed from Carolyn A. Vogtsberger, unmarried adult, conveying subject premises (Parcel 1) to "TO BE AGREED UPON."
Filing of a properly executed Warranty Deed from Kimberly Amstutz, married adult, with her spouse, Scott Amstutz, releasing dower rights; Bradley Vogtsberger, married adult, with his spouse, Aimee Vogtsberger, releasing dower rights; and Brian Vogtsberger, unmarried adult, conveying subject premises (Parcel 2) to "TO BE AGREED UPON."
6. Copy of proposed deeds MUST be submitted to the County Auditor for review AT LEAST two (2) days prior to recording of deeds.
7. Satisfactory release or subordination, as to the premises in question, of the following liens:
NONE
8. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
9. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material. [For use ONLY with existing residential structure; omit and make exception to Mechanics Liens in case of commercial structure; or replace with requirement for Mechanics Lien Survey in case of new construction.]
NOTE TO OWNER: If this commitment is for an owner's policy, the policy issued will contain the standard printed exceptions as set forth on cover.
NOTE: No instrument imposing a restriction upon the sale or occupancy of premises described in Schedule A, on the basis of race, color or creed has been filed for record on or after February 15, 1950.

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SCHEDULE B, PART II—Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore 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 the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
7. 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 or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Taxes for the tax year 2022 on Parcel No. M50-812-3600-00-002.001 (Part of Parcel 1) in the net amount of \$134.27 per half are paid in full.
Taxes for the tax year 2022 on Parcel No. M50-812-3600-00-003.001 (Part of Parcel 1) in the net amount of \$40.48 per half are paid in full.
Taxes for the tax year 2022 on Parcel No. M50-812-3600-00-046.001 (Part of Parcel 1) in the net amount of \$28.51 per half are paid in full.
Taxes for the tax year 2022 on Parcel No. M50-812-3600-00-001.000 (Parcel 2) in the net amount of \$703.58 per half are paid in full.
NOTE: Attention is directed to the fact that the premises described herein is currently listed on the Auditor's Agricultural Land Tax List and is currently taxed at its agricultural use under the provisions of Sec. 5713.13, ORC. If the land is removed from the Agricultural Land Tax List a charge may be levied against said land in an amount equal to the amount of the tax savings enjoyed by the owner during the three tax years

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immediately preceding the year in which the conversion occurs. Under Sec. 5713.34, the charge shall constitute a lien upon the land as of the first day of January of the tax year in which the charge is levied. No liability is assumed under this policy for any lien arising under the provisions of Sec. 5713.34.

NOTE: The above figures are taken from the Treasurer's Office and NO LIABILITY is assumed for any variance between the above figures and different figures hereafter shown on any future tax bill.

Taxes for the tax year 2023 are now a lien against subject premises; however, the amounts thereof have not yet been computed.

10. Easement dated September 17, 1993 and recorded September 20, 1993 at 9:59 AM in Vol. 680, Page 1028, Deed Records, Wood County, Ohio, by and between Ann M. Bartoseck, Grantor, and John C. Jacobs Jr. and Patricia A. Jacobs, husband and wife, Grantees. See copy attached. (Parcel 1)
11. Easement dated May 20, 1936 and recorded June 29, 1936 at 11:08 AM in Vol. 237, Page 307, Deed Records, Wood County, Ohio, from John Taylor and Mary Taylor, husband and wife, granting to Toledo Edison Company, its successors and assigns. See copy attached. (Parcel 1)
12. Easement dated April 9, 1936 and recorded June 29, 1936 at 11:08 AM in Vol. 237, Page 306, Deed Records, Wood County, Ohio, from Steve Bartoseck and Anna Bartoseck, husband and wife, granting to Toledo Edison Company, its successors and assigns. See copy attached. (Parcel 1)
13. Easement Lease dated April 11, 1923 and recorded April 11, 1923 at 10:00 AM in Vol. 37, Page 551, Lease Records, Wood County, Ohio, from The Buckeye Pipe Line Company granting to Ernestina Joehlin, successor in interest to Jacob Johlin, her heirs and assigns, releases, relinquishes and grants unto the said Ernestina Joehlin, all its right, title and interest in and to the above described lands, except that portion of said lands contained in and forming a part of the county line road running north and south between Ross and other townships, Wood County, and Allen and other townships, Ottawa County, Ohio. See copy attached (Parcel 1)
14. Easement Lease dated December 31, 1896 and recorded June 28, 1918 at 1:30 PM in Vol. 35, Page 335, Lease Records, Wood County, Ohio, from Jacob Johlin, granting to The Buckeye Pipe Line Company, its successors and assigns, the right of way to lay, maintain, operate and remove a pipe line for the transportation of oil or gas and erect, maintain and operate a telegraph line, if the same shall be found to be necessary on, over and through subject real estate. See copy attached (Parcel 1)
15. Easement dated October 23, 2009 and recorded November 12, 2009 at 10:46 AM in Vol. 2939, Page 772, Official Records, Wood County, Ohio, from Ralph G. Vogtsberger, Trustee and Ethel Mae Vogtsberger, Trustee under a certain declaration of Trust, granting to City of Northwood, its successors and assigns, an easement for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road. See copy attached. (Parcel 2)
16. Easement dated June 13, 1938 and recorded September 19, 1940 at 1:00 PM in Vol. 252, Page 547, Deed Records, Wood County, Ohio, from Reuben Kent and Martha Kent, husband and wife, granting to Toledo Edison Company, its successors and assigns, the right and easement to construct, operate and maintain, a line or lines for the transmission and distribution of electric energy for any and all purposes for which electric energy is now, or may hereafter be used, with all necessary poles, wires, cables, guy wires, stubs, anchors, fixtures and appliances in, through, over, under and upon subject real estate. See copy attached. (Parcel 2)
17. Easement dated April 20, 1936 and recorded June 29, 1936 at 11:08 AM in Vol. 237, Page 299, Deed Records, Wood County, Ohio, from Reuben Kent and Martha Kent, husband and wife, granting to Toledo

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Edison Company, its successors and assigns, the right and easement to construct, maintain and operate, a line or lines for the transmission and distribution of electric energy thereover, for any and all purposes for which electric energy is now, or may hereafter be used, with all necessary poles, wires, cables, fixtures and appliances through, over, under and upon subject real estate. See copy attached. (Parcel 2)

18. Easement Lease dated January 2, 1897 and recorded June 28, 1918 at 1:30 PM in Vol. 35, Page 336, Lease Records, Wood County, Ohio, from Frank Metzger, granting to The Buckeye Pipe Line Company, its successors and assigns, the right of way to lay, maintain, operate and remove a pipe line for the transportation of oil or gas and erect, maintain and operate a telegraph line, if the same shall be found to be necessary on, over and through subject real estate. See copy attached (Parcel 2)
19. Such state of facts as would be disclosed by an accurate survey. This exception will not appear in the title policy if we are furnished a satisfactory plat of recent survey.
20. Notwithstanding the reference to acreage or square footage in the description set forth in Exhibit A hereof, this commitment does not insure nor guarantee the acreage or quantity of land set forth therein.

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File No.: MW2677

The Land referred to herein below is situated in the County of Wood, State of Ohio, and is described as follows:

PARCEL 1:

All that part of the Northeast ¼ of Section 36, all in Town 8 North, Range 12 East, City of Northwood, Wood County, Ohio, bounded and described as follows:

Commencing at the Southeast corner of the Northeast ¼ of said Section 36, being on the centerline of Fostoria Road, mag nail set;

Thence North 00° 24' 52" East, along the East line of the Northeast ¼ of said Section 36, also being the centerline of Fostoria Road, a distance of 501.22 feet to a mag nail set on the centerline of Dry Creek, being the Point of Beginning of the premises hereinafter described;

Thence North 78° 44' 23" West, along the centerline of Dry Creek, a distance of 62.87 feet;

Thence North 73° 36' 24" West, continuing along the centerline of Dry Creek, a distance of 73.14 feet;

Thence North 75° 47' 08" West, continuing along the centerline of Dry Creek, a distance of 73.29 feet;

Thence North 73° 37' 39" West, continuing along the centerline of Dry Creek, a distance of 111.26 feet;

Thence North 83° 06' 43" West, continuing along the centerline of Dry Creek, a distance of 36.20 feet;

Thence North 86° 26' 08" West, continuing along the centerline of Dry Creek, a distance of 45.61 feet;

Thence South 83° 24' 09" West continuing along the centerline of Dry Creek, a distance of 42.91 feet;

Thence South 77° 44' 33" West, continuing along the centerline of Dry Creek, a distance of 42.26' feet;

Thence South 69° 45' 19" West, continuing along the centerline of Dry Creek, a distance of 75.50 feet;

Thence South 72° 04' 42" West, continuing along the centerline of Dry Creek, a distance of 62.84 feet;

Thence South 82° 42' 45" West, continuing along the centerline of Dry Creek, a distance of 31.12 feet;

Thence South 81° 59' 30" West, continuing along the centerline of Dry Creek, a distance of 82.33 feet;

Thence South 79° 14' 37" West, continuing along the centerline of Dry Creek, a distance of 65.80 feet;

Thence South 86° 22' 54" West, continuing along the centerline of Dry Creek, a distance of 66.04 feet;

Thence South 88° 22' 18" West, continuing along the centerline of Dry Creek, a distance of 54.47 feet;

Thence South 89° 42' 45" West, continuing along the centerline of Dry Creek, a distance of 100.34 feet;

Thence South 88° 50' 35" West, continuing along the centerline of Dry Creek, a distance of 70.19 feet;

Thence South 87° 39' 39" West, continuing along the centerline of Dry Creek, a distance of 66.62 feet;

Thence North 89° 51' 50" West, continuing along the centerline of Dry Creek, a distance of 178.06 feet;

Thence North 77° 39' 32" West, continuing along the centerline of Dry Creek, a distance of 79.35 feet;

Thence North 84° 16' 38" West, continuing along the centerline of Dry Creek, a distance of 52.79 feet;

Thence North 88° 31' 16" West, continuing along the centerline of Dry Creek, a distance of 75.19 feet;

Thence North 89° 09' 34" West, continuing along the centerline of Dry Creek, a distance of 43.08 feet;

Thence South 76° 37' 05" West, continuing along the centerline of Dry Creek, a distance of 54.67 feet;

Thence South 77° 16' 16" West, continuing along the centerline of Dry Creek, a distance of 71.99 feet;

Thence South 86° 30' 55" West, continuing along the centerline of Dry Creek, a distance of 47.62 feet to the West line of the East ½ of the East ½ of the West ½ of the East ½ of the Southwest ¼ of the Northeast ¼ of said Section 36, also being the East line of a parcel of land now or formerly owned by William Kowalka, per deed recorded in Volume 2534, page 339, Wood County Official Records;

Thence North 00° 23' 14" East, along the West line of the East ½ of the East ½ of the West ½ of the East ½ of the Southwest ¼ of the Northeast ¼ of Section 36, also being along the East line of a parcel of land now or formerly owned by William Kowalka, per deed recorded in Volume 2534, page 339, Wood County Official Records, passing through a 5/8 inch diameter by 30 inch long iron rod set at 17.00 feet for a total distance of 837.52 feet to a ½ inch diameter iron pipe found at the Northwest corner of the East ½ of the East ½ of the West ½ of the East ½ of the Southwest ¼ of the Northeast ¼ of said Section 36, also being a boundary corner of said parcel of land now or formerly owned by William Kowalka;

Thence North 89° 54' 37" East, along the North line of the Southwest ¼ of the Northeast ¼ of said Section 36, also being a boundary line of a parcel of land now or formerly owned by William Kowalka, per deed recorded in Volume



2534, page 339, Wood County Official Records, a distance of 82.75 feet to a ½ inch diameter iron pipe found at the Northeast corner of the East ½ of the East ½ of the West ½ of the East ½ of the Southwest ¼ of the Northeast ¼ of said Section 36, also being the Southwest corner of the East ½ of the East ½ of the Northwest ¼ of the Northeast ¼ of said Section 36 and also being a boundary corner of said parcel of land now or formerly owned by William Kowalka;

Thence North 00° 23' 19" East, along the West line of the East ½ of the East ½ of the Northwest ¼ of the Northeast ¼ of said Section 36, also being on the East line of a parcel of land now or formerly owned by William Kowalka, per deed recorded in Volume 2534, page 339, Wood County Official Records, a distance of 1118.18 feet to a 5/8 inch diameter by 30 inch long iron rod set at a point that is 210.00 feet Southerly of, as measured perpendicular to the North line of the Northeast ¼ of said Section 36, also being the Southwest corner of a parcel of land now or formerly owned by Lori A. Sondergeld, per deed recorded in Volume 711, page 143, Wood County Deed Records;

Thence North 89° 56' 26" East, parallel with the North line of the Northeast ¼ of said Section 36, also being along the South line of a parcel of land now or formerly owned by Lori A. Sondergeld, per deed recorded in Volume 711, page 143, Wood County Deed Records, a distance of 126.50 feet to a 5/8 inch diameter by 30 inch long iron rod set at the Southeast corner of said parcel of land now or formerly owned by Lori A. Sondergeld;

Thence North 00° 23' 19" East, parallel with the West line of East ½ of the East ½ of the Northwest ¼ of the Northeast ¼ of said Section 36, also being the East line of a parcel of land now or formerly owned by Lori A. Sondergeld, per deed recorded in Volume 711, page 143, Wood County Deed Records, passing through a 5/8 inch diameter by 30 inch long iron rod set at 180.01 feet, for a total distance of 210.01 feet to a mag nail set on the North line of the Northeast ¼ of said Section 36;

Thence North 89° 56' 26" East, along the North line of the Northeast ¼ of said Section 36, also being the centerline of Curtice Road (60 feet wide), a distance of 204.61 feet to a mag nail set at the Northeast corner of the Northwest ¼ of the Northeast ¼ of said Section 36, also being the Northwest corner of a parcel of land now or formerly owned by Ralph and Ethel Vogtsberger, Trustees, per deed recorded in Volume 683, page 664, Wood County Deed Records;

Thence South 00° 23' 37" West, along the East line of the Northwest ¼ of the Northeast ¼ and the East line of the Southwest ¼ of the Northeast ¼ of said Section 36, also being the West line of a parcel of land now or formerly owned by Ralph and Ethel Vogtsberger, Trustees, per deed recorded in Volume 683, page 664, Wood County Deed Records, and its Southerly extension, passing through a 5/8 inch diameter by 30 inch long iron rod set at 30.00 feet for a total distance of 1997.79 feet to a ½ inch diameter iron pipe found at the Northwest corner of the South 20 acres of the East ½ of the Northeast ¼ of said Section 36, also being the Southwest corner of a parcel of land now or formerly owned by Ralph and Ethel Vogtsberger, Trustees, per deed recorded in Volume 683, page 664, Wood County Deed Records;

Thence North 89° 52' 48" East, along the North line of the South 20 acres of the East ½ of the Northeast ¼ of said Section 36, also being the South line of a parcel of land now or formerly owned by Ralph and Ethel Vogtsberger, Trustees, per deed recorded in Volume 683, page 664, Wood County Deed Records, passing through a 5/8 inch diameter by 30 inch long iron rod set at 1293.73 feet for a total distance of 1323.73 feet to a mag nail set on the East line of the Northeast ¼ of said Section 36, also being on the centerline of Fostoria Road;

Thence South 00° 24' 52" West, along the East line of the Northeast ¼ of said Section 36, also being on the centerline of Fostoria Road, a distance of 157.01 feet to the Point of Beginning.

Subject to legal highways.

Containing 924,087 square feet, more or less, or 21.214 acres, more or less, of which 4,620 square feet, more or less, or 0.106 acres, more or less, lies within the present right-of-way of Fostoria Road and 6,138 square feet, more or less, or 0.141 acres, more or less, lies within the present right-of-way of Curtice Road.

The bearings referred to herein are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

Based on a field survey performed under the direction of Walter M. Opaczewski, P.S. 6407, during February, May and July 2011.

PARCEL 2:

The north sixty (60) acres of the east one-half (1/2) of the northeast quarter (1/4) of Section number thirty-six (36), Town eight (8) North, Range twelve (12) east in ROSS TOWNSHIP, (n/k/a City of Northwood) WOOD COUNTY,



OHIO, subject to legal highways, less and except therefrom the following described premises conveyed to the Wood County, Ohio Commissioners by deed recorded in Volume 220 of Deeds, page 248:

Commencing at the northeast corner of Section thirty-six (36), said Ross Township (n/k/a City of Northwood), and running thence south on the east line of said Section thirty-six (36) a distance of one hundred (100) feet; thence north about forty-five (45) degrees west to the north line of said Section thirty-six (36); thence east on the north line of said Section thirty-six (36) a distance of one hundred (100) feet to the place of beginning and containing about eleven hundredths (.11) acres, more or less.

EASEMENT

RECORDER'S MEMO
Legibility of Writing, Typing or Printing
Unsatisfactory in This Document When
Received.

KNOW ALL MEN BY THESE PRESENTS: that Ann M. Bartosek, single, the "Grantor," in consideration of One Dollar (\$1.00) and other good and valuable, the receipt of which is hereby acknowledged, does hereby grant to John C. Jacobs^{Jr.} and Patricia A. Jacobs, husband and wife, the "Grantees," their heirs, legal representatives, successors, and assigns, an easement upon and across the east 36.1 feet of the west 53.1 feet of the north 5.1 feet (more or less) of the property described on the attached Exhibit A.

The easement is for the benefit of the land described on the attached Exhibit B, and is deemed to run with the land.

The easement, rights, and privileges herein granted shall be used for the purpose of encroachment of an existing three car garage which encroachment is more fully depicted on the attached "Mortgage Location Survey" of G. M. Barton Survey Co., dated September 15, 1993.

The Grantor hereby warrants that she has full power and authority to grant this easement and has good and fee simple title to the easement premises, and agree to forever defend the above described easement and rights unto the Grantees, their heirs, legal representatives, successors, and assigns against any person or entity lawfully claiming or to claim the easement property or any part of it, except as noted above.

The easement rights and privileges are exclusive and Grantor covenants that she will not convey any other easement or conflicting rights within the area covered by this easement.

This agreement shall be binding on, and shall inure to the benefit of, the heirs, legal representatives, successors, and assigns of the parties hereto. Whenever the term Grantor or Grantees is used herein, the term shall be deemed to include the heirs, legal representatives, successors, and assigns of that party.

Grantees shall maintain the garage within the easement area and may enter the premises of Grantor for any other reasonable purpose relating to the rights and privileges granted herein.

EXHIBIT A

The east 1/2 of the east 1/2 of the northwest 1/4 of the northeast 1/4 of Section 36, Town 8 north, Range 12 east, in the City of Northwood, Wood County, State of Ohio, excepting therefrom the west 110 feet in width and the north 160 feet in length.

EXHIBIT B

The west one hundred ten (110) feet in width of the North one hundred sixty (160) feet in length of the East half (1/2) of the East half (1/2) of the Northwest quarter (1/4) of the Northeast quarter (1/4) of Section thirty-six (36), Town eight (8) North, Range twelve (12) East, in the City of Northwood, Wood County, State of Ohio; subject to legal highways.

IN WITNESS WHEREOF, this instrument is executed this 17th day of September, 1993. -

Grantor:

Ann M. Bartosek
Ann M. Bartosek

Roger J. Kania
Roger J. Kania, Witness
Linda S. Quick
Linda S. Quick, Witness

STATE OF OHIO }
COUNTY OF LUCAS } SS:

Before me, a Notary Public in and for the State of Ohio, personally appeared Ann M. Bartosek, single, the Grantor herein, who acknowledged that she did sign the foregoing instrument and that the same is her free and voluntary act and deed.

In testimony whereof, I have set my hand at Toledo, Ohio on this 17th day of September, 1993.

Linda S. Quick
Notary Public

LINDA S. QUICK
Notary Public, State of Ohio
My Commission Expires 9-7-98



This instrument prepared by:

Thomas P. Killam, Esq.
DeNune & Killam
5580 Monroe Street
Sylvania, Ohio 43560

MORTGAGE LOCATION SURVEY

for
COLONY MORTGAGE CORPORATION

PART OF NORTHEAST 1/4 SECTION 36, TOWN 8 NORTH, RANGE 12 EAST
CITY OF NORTHWOOD WOOD COUNTY OHIO
September 15, 1993 Scale: 1" = 40'
1 1/2 Story Brick Comp. Sh. Roof Hse. No. 5302

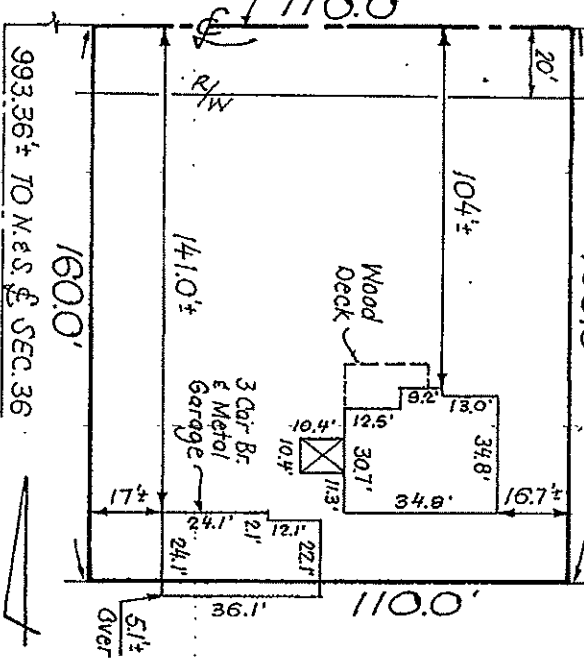
0 40
Scale in feet

Applicant: Sondergeld
1545'± to Foster Rd.
160.0'

VOL. 680 PG 1032

40' R/W
CURTICE ROAD

N. Line Sec. 36

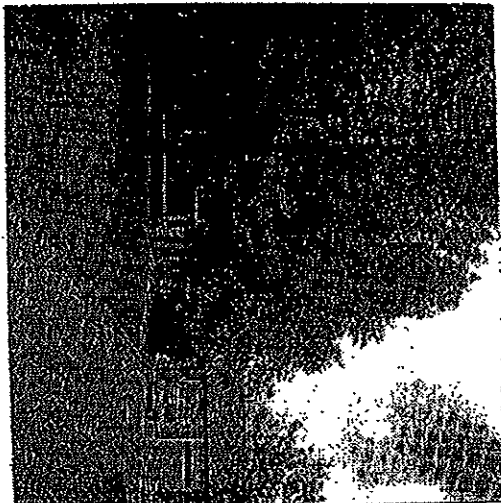


We Herewith Certify, to the above named Mortgagee, that the foregoing Mortgage Location Survey was prepared from actual field measurements for the purposes of a mortgage loan only, and is limited to the information shown on the record plat, in accordance with Chapter 4733-38, Ohio Administrative Code, and is not a boundary survey pursuant to Chapter 4733-37 of said code. The buildings shown hereon are within the property lines and bear no encroachments, unless noted. No property corners were set. Do not use for establishing fences, buildings, property lines or acquiring building permits. No responsibility is extended hereby to the landowner or occupant.

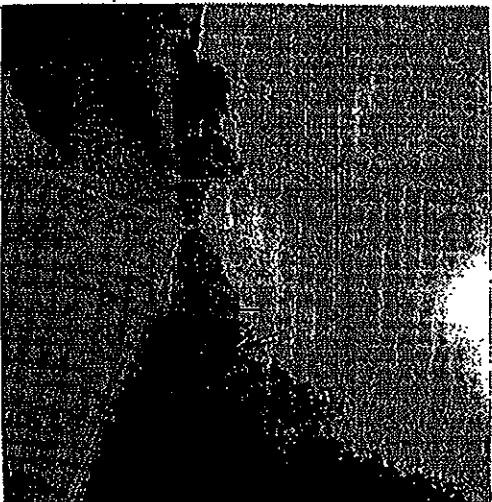
G. M. BARTON SURVEY CO.
2001 RIVER ROAD, MAUMEE, OHIO

By *Leonard Mason*

LEONARD MASON
OHIO PROFESSIONAL SURVEYOR NO. 5416



VIEW OF IMPROVEMENTS



STREET VIEW

NOTE:
This report is limited to use by the Mortgage Lender and/or Title Insurer only.

016319

RECORDER'S OFFICE, WOOD COUNTY, OHIO
 Received and Recorded
 Sept. 20 19 93 at 9:59 A
 Vol. 680 Page 1028 Record of Deed

Sue Kinder fee 30.00
 SUE KINDER, RECORDER

LOUISVILLE

John & Mary Taylor * F 1412A TE EASEMENT ACTUAL CONSIDERATION
1792 To * LESS THAN \$100.00

In consideration of the sum of One Dollar, paid to us by The Toledo Edison Co. * Toledo Edison Company of Toledo, Ohio, and for other good and valuable * * * * * considerations, we, John Taylor and Mary Taylor, husband and wife, hereby grant and convey unto the said The Toledo Edison Company its successors and assigns during corporate life, the right and easement to construct, operate and maintain a line or lines for the transmission of electric energy for any and all purposes for which electric energy is now, or may hereafter be used, with all necessary poles, wires, cables, guy wires, stubs, anchors, fixtures and appliances in, over and upon the following described roads or public highways in Ross Township, Wood County, Ohio namely, the roads and public highways as now constructed or as same may be constructed by widening or improving in the future, upon which the following described real estate abuts or adjoins, said real estate being described as follows, to-wit:

Being the south one-quarter (1/4) of the east one-half (1/2) of the northeast one-quarter (1/4) of Section thirty-six (36), Town eight (8) North, Range twelve (12) East.

Also the right and easement to overhang three (3) feet of the above described land adjoining or abutting upon the aforesaid roads and public highways.

Together with the right to trim or remove all underbrush, trees or other obstructions along said line or lines, wherever or whenever in the judgment of The Toledo Edison Company such trimming or removal may be necessary in order to properly construct, operate or maintain said line or lines, clear and free from obstructions.

IN WITNESS WHEREOF we have hereunto set our hand this 10 day of April, 1936.

Signed and acknowledged in the presence of:

Lewis Lowry John Taylor
Fannie S. Dart Mary Taylor

STATE OF OHIO, COUNTY OF WOOD, SS.

Before me a Notary Public in and for said County, personally appeared the above named John Taylor and Mary Taylor, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN TESTIMONY WHEREOF I have hereunto subscribed my name this 20th day of May,

1936.

Commission expires Nov. 30th 1938 Fannie S. Dart
(No Name) (Notarial Seal)

(No. 1112 Wood County Return to Land Record File)

Received June 29, 1936 at 11:08 A.M.
Recorded July 3, 1936
Fee 75¢

Rest... Recorder

Steve & Anna Bartosek * F 1443 TE EASEMENT ACTUAL CONSIDERATION
1791 To * LESS THAN \$100.00

Received of The Toledo Edison Company the sum of One Dol-
Toledo Edison Company *lar and other good and valuable consideration, in consideration of
*****which Steve Bartosek and Anna Bartosek, husband and wife, hereby
grant and convey unto The Toledo Edison Company its successors and assigns during corporate
life, the right and easement to construct, maintain and operate a line or lines for the
transmission of electric energy thereover, for any and all purposes for which electric
energy is now or may hereafter be used, with all necessary poles, wires, cables, fixtures
and appliances through, over and upon our lands, situate in the Township of Ross, County of
Wood, State of Ohio, and being more fully described as follows, to wit:

Being the east twenty-five (25) acres of the west one-half ($\frac{1}{2}$) of the northeast
one-quarter ($\frac{1}{4}$) of Section thirty-six (36), Town eight (8) North, Range twelve (12) East,
excepting therefrom the west one-fifth ($\frac{1}{5}$) of the north one-half ($\frac{1}{2}$) thereof.

The center-line of said line or lines is to be located approximately twenty-seven
(27) feet south of the north line of the above described land.
and also through, over and upon the public thoroughfares, highways and alleys, adjoining
and abutting upon any part of said mentioned land.

Together with the rights of ingress and egress to, over and from said premises
and the right to remove and keep free any obstructions from and along said line or lines that
will interfere with the construction or safe operation of said line or lines.

IN WITNESS WHEREOF we have hereunto set our hand this 9 day of April, 1936.

Signed and acknowledged in the presence of:

Lewis Lowry
Fannie S. Dart

Steve Bartosek
Anna Bartosek

STATE OF OHIO, COUNTY OF WOOD, SS.

Before me a Notary Public in and for said County, personally appeared the above named Steve Bartosek and Anna Bartosek, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN TESTIMONY WHEREOF I have hereunto subscribed my name this 20th day of May, 1936.

Commission expires Nov 30th 1938

Fannie S. Dart
(No Name)(Notarial Seal)

(No. 1113 Wood County Return to
Land Record File)

Received June 29, 1936 at 11:08 A.M.
Recorded July 3, 1936
Fee 75¢

Bert. Amos Recorder



The Buckeye Pipe Line Co. Know all Men by these Presents, That whereas Jacob Johlin 1216 To Ernestina Joehlin did on the 31st day of December, 1896 grant to The Buckeye Pipe Line Company a right of way to lay, maintain, operate and remove a pipe line for the transportation of oil or gas and erect, maintain and operate a telegraph line, and also right of way for a second line of pipe along side of the first line as therein provided over and through lands described in said grant as being the south half of the southeast quarter of the northeast quarter of Section thirty six (36), Ross Township Wood County, Ohio, and

Whereas, under authority of said grant of right of way The Buckeye Pipe Line Company has heretofore laid and now maintains and uses a three inch pipe line in and along the county line road abutting on the above described land, and

Whereas, Ernestina Joehlin, successor in title to the aforesaid Jacob Johlin, and present owner of the herein above described lands, has made application that the use granted by the hereinabove mentioned grant of right of way be confined to that portion of the above described lands contained in the county road aforesaid, and

Whereas, The Buckeye Pipe Line Company is willing to comply with this application.

Now, therefore, the said The Buckeye Pipe Line Company in consideration of the premises and the sum of one dollar to it duly paid, and receipt of which is hereby acknowledged, hereby releases, relinquishes and grants unto the said Ernestina Joehlin, her heirs and assigns, all its right, title and interest in and to the above described lands, except that portion of said lands contained in and forming a part of the county line road running north and south between Ross and other townships, Wood County, and Allen and other townships, Ottawa County, Ohio. It is mutually understood and agreed, however, between the parties hereto that all rights of The Buckeye Pipe Line Company to lay, erect, maintain, operate, use, repair and remove pipe lines or a telegraph line for use in connection therewith in and along the aforesaid county road is hereby reserved to said The Buckeye Pipe Line Company and conveyed unto said Company, its successors and assigns, in so far as authorized by the aforesaid grant of right of way given by said Jacob Johlin to said The Buckeye Pipe Line Company on December 31st, 1896, as hereinbefore stated, and duly recorded on July 1st, 1918 in Volume 35, page 335, Record of Leases, Wood County, Ohio.

In Witness Whereof, the said The Buckeye Pipe Line Company has caused these presents to be duly executed this 11th day of April, A.D. 1923.

Signed, sealed and delivered in the presence of Burr A. Towl C. W. Cleaver

The Buckeye Pipe Line Company By D. S. Bushnell, President. Attest: J. R. Fast Secretary 3427 (Corporate Seal) BAT HDB Accepted: Ernestina Joehlin

State of New York City and County of New York ss: Before me, a Notary Public in and for said county, personally appeared The Buckeye Pipe Line Company, by D.S. Bushnell, its President, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed as such officer, and the free act and deed of the said The Buckeye Pipe Line Company; and that the seal thereto affixed is the common and corporate seal of said corporation.

In Testimony Whereof, I have hereunto set my hand and official seal at New York City,

37-552

this 11th day of April A.D. 1923
Received April 24, 1923 at 10:00 A.M.
Recorded May 2, 1923
Fee 95¢

Walter Grynwald
Notary Public Queens County
No. 3441. My commission expires
Mar. 30th, 1924
(Notarial Seal)
New York Co. Clerk's No. 712

J. F. Wilson Recorder.

H. Kreienkamp
1240 To Received, this 14th day of April A.D. 1923 of The Ohio Oil
The Ohio Oil Co. Company, lease made by F. M. Smith to I. W. Shirley dated the
28th day of October A.D. 1905 for 40.53 acres of Land in Montgomery Township, Wood
County, Ohio for Oil and Gas purposes, which has been cancelled and annulled, by
mutual consent, and in consideration of the surrender and cancellation of said lease,
the said lessee, and those claiming under it, are hereby released from all
claims and payments arising under said lease to this date. Sec. 5.

Witness: H. Kreienkamp
C. S. Swertz

Lease No. 15407
Received April 26, 1923 at 8:07 A.M.
Recorded May 2, 1923
Fee 35¢

J. F. Wilson Recorder.

W.G. and M.L. Strausbaugh Received of The Ohio Power Co. One Dollar (\$1.00)
1256 To and other good and valuable consideration of which W.J.
The Ohio Power Co. Strausbaugh and M. L. Strausbaugh his wife hereby grant
and convey unto said The Ohio Power Co. its successors and assigns forever, the
right and easement to erect, construct and maintain a line or lines for the trans-
mission of electric energy thereover for any and all purposes for which electric
energy is now or may hereafter be used, and a telegraph and telephone line or line
with all necessary poles, towers, wires, cable, fixtures, and appliances, and upon
my lands and along the public highways upon which said lands adjoin or abut.

Situated in the Township of Perry County of Wood and State of Ohio, and part of
Section No. 11 Township No. 3 and Range No. 12 East and bounded:

On the North by the lands of A.L. Thomas & W.B. James
On the East by the lands of W. & M. Campbell (Revenue Stamp 50¢)
On the South by the lands of Jay J. Stearns
On the West by the lands of M. Girten
with the right of ingress and egress to and from and over said premises.

Together with the the right to fell or trim any trees along said line or lines
wherever the same may be necessary in order to erect, construct, operate or main-
tain said line or lines clear and free from obstruction, or which may endanger the
safety or interfere with the use of said poles, towers, wires, cables or fixtures

1442.

Jacob Johlin, For and in Consideration of One Dollar to me in
 To hand paid, receipt of which is hereby acknowledged I--
 The Buckeye Pipe Line Co. Jacob Johlin Curtis, Ottawa County, Ohio does hereby
 grant and lease to The Buckeye Pipe Line Company, Lima Division, its successors or as-
 signs, the right of way to lay, maintain, operate and remove a pipe line for the trans-
 portation of oil or gas and erect, maintain and operate a telegraph line, if the same
 shall be found to be necessary on, over and through my lands, situate in Section Thirty
 Six Ross Township, Wood County, State of Ohio Bounded and described as follows:

Being the S 1/2 of S. E. 1/4 of N. E 1/4 of Sec. 36,

with ingress and egress to and from the same. The said Grantor his heirs or assigns to
 use and fully enjoy the said premises, except for the purpose hereinbefore granted to the said
 The Buckeye Pipe Line Company, which hereby agrees to pay any damages which may arise to
 crops and fences from the laying, maintaining and operating said pipe line; said damages
 if not mutually agreed upon, to be ascertained and determined by three disinterested per-
 sons, one thereof to be appointed by the said Grantor his heirs or assigns, one by The
 Buckeye Pipe Line Company, its successors or assigns, and the third by the two so ap-
 pointed as aforesaid, and the award of such three persons shall be final and conclusive.
 And it is hereby further agreed, that the said The Buckeye Pipe Line Company, its suc-
 cessors or assigns, may at any time lay a second line of pipe alongside of the first line
 as herein provided, upon the payment of a like consideration, and subject to the same
 conditions; also to have the right to change the size of its pipes, the damages, if any,
 to crops and surface in making such change to be paid by the said The Buckeye Pipe Line
 Company.

Line: 3in Discharge From Sta 79-----Length 40 Rods.

In Witness Whereof, the parties hereto have set their hands and seals this 31st day of December A. D. 1896

Signed, Sealed and delivered in presence of
 (1) W. B. Rogers Jacob Johlin (Seal)
 (2) F. W. Dillon Approved J. N. Maitland Audited:
 Ass't Supt. F. G. R.

State of Ohio County of Lucas ss:

Be It Remembered, that on this 11th day of January A.D. 1897 before me, the subscrib-
 er, a Justice of the Peace in and for said county, personally came the above named Jacob
 Johlin to me known to be the person named in and who executed the above instrument, and
 in due form of law acknowledged the same to be his act and deed, for the uses and pur-
 poses therein mentioned, and declared that he is still satisfied therewith, and desires
 that it might be recorded as such.

In Testimony Whereof, I have hereunto set my hand and official seal this 11th day of January A.D. 1897 J. G. Hamlin J. P. (Seal)

State of _____ County of _____ ss:
 Before me, a _____ in and for said county, personally appeared _____ and
 acknowledged that _____ did sign and seal the foregoing instrument, that the same is
 free act and deed and that _____ still satisfied therewith.

In Testimony Whereof, I have hereunto set my hand and official seal this _____ day of _____ A.D. 189_____. (Seal)

Received June 28, 1918, At 1:30 P. M.
 Recorded July 1, 1918.
 (Fee 90¢) B. B. Herriff, Recorder.



2009 16921 01
 JULIE BAUMGARDNER
 WOOD COUNTY RECORDER
 11/12/2009 10:46
 Real Estate 22.00
 HOUSING TRUST FUND 22.00
 DOCUMENT TOTAL 44.00
 Volume 2939 Page 772 - 775 OR

EASEMENT

Prepared By:
 Ballenger & Moore Co., L.P.A.
 3401 Woodville Road, Ste. C
 Northwood, Ohio 43619

KNOW ALL PERSONS BY THESE PRESENTS:

That Ralph G. Vogtsberger, Trustee, and Ethel Mae Vogtsberger, Trustee under a certain declaration of Trust, the Grantor(s) herein, in consideration of the sum of Five Hundred Fifty Dollars (\$550.00) and for other good and valuable considerations from the City of Northwood, the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and release to the City of Northwood, its successors and assigns forever, an easement, which is more particularly described in Exhibit A attached hereto within the following described real estate:

Parcel(s) 1-SH1
 Project identification No. 86469

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Prior Instrument Reference: Vol. 683 at page 662 and Vol. 683 at page 664, Wood County Deed Records.

The property conveyed herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

In the event that Grantee decides not to use the property conveyed herein for the above stated purposes, Grantor(s) have a right under Section 163.211 of the Revised Code to repurchase the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties, or if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase shall be extinguished if any of the following occur: (A) Grantor(s) decline to repurchase the property; (B) Grantor(s) fail to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any

Ralph G. Vogtsberger
Ralph G. Vogtsberger, Trustee


Ethel Mae Vogtsberger
Ethel Mae Vogtsberger, Trustee

STATE OF OHIO, COUNTY OF WOOD, ss


The foregoing instrument was acknowledged before me this 26th day of August, 2008, by Ralph G. Vogtsberger, Trustee and Ethel Mae Vogtsberger, Trustee, under a certain declaration of Trust, the grantors in the above conveyance, and acknowledged the signing thereof to be their voluntary act and deed, for the purpose mentioned therein.

I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Mail To:
Ballenger & Moore Co., L.P.A.
3401 Woodville Road, Ste. C
Northwood, Ohio 43619


Notary Public, State of Ohio.

BRIAN J. BALLENGER, Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. 147.03 R.C.



OR 2939PG0774

EXHIBIT A

RX 270
Rev. 09/06

Page 1 of 2
PID 86469
PARCEL 1-SH
CTY-RTE-SEC WOO-BRADNER_ROAD
Version Date 10-22-09

PARCEL 1-SH
WOO-BRADNER ROAD
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the State of Ohio, Department of Transportation, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Wood, Township of Ross, located in the Northwest quarter (1/4) of Section 36, Town 8 North, Range 12 East, being a parcel of land conveyed to Ralph G. Vogtsberger, Trustee and Ethel M. Vogtsberger, Trustee as recorded in Deed Volume 683, Pages 662 and 664 in the Wood County Recorders Office, and being more particularly bounded and described as follows:

Commencing at a found Iron Pin marking the Northwest corner of said Section 36, said point also being the centerline of survey of Curtice Road- Plan Station 2+50.00 and the centerline of survey of Bradner Road- Plan Station 219+51.78, said point also being the Grantors' Northwest property corner, said point also being the **Point of Beginning**;

Thence N89°14'03"E along the North line of said Section 36 and the centerline of survey of said Curtice Road and along the Grantors Northerly property line a distance of 208.71 feet to a point, said point being the Grantor's Northeast property corner, said point also being at Curtice Road- Plan Station 4+58.71;

Thence S00°24'53"E along the Grantors' Easterly property line, said line also being the Westerly property line of another parcel of land belonging to the Grantors as recorded in Deed Volume 683, Pages 662 and 664, a distance of 20.00 feet to a set iron pin, said point being on the Southerly Right of Way line of said Curtice Road, said point also being 20.00 feet right of centerline of survey of said Curtice Road Plan Station 4+58.59;

Thence S89°14'03"W along the Southerly Right of Way line of said Curtice Road a distance of 128.71 feet to a set iron pin, said point being 20.00 feet right of said centerline of survey of Curtice Road Plan Station 3+29.88;

Thence S00°24'53"E a distance of 10.00 feet to a set iron pin, said point also being 30.00 feet right of said centerline of survey of Curtice Road Plan Station 3+29.82;

Thence S89°14'03"W a distance of 50.00 feet to a set iron pin, said point being on the Easterly Right of Way line of said Bradner Road, said point also being 30.00 feet right of said centerline of survey of Curtice Road Plan Station 2+79.82;

DR 2939PG0775

EXHIBIT A

RX 270
Rev. 09/06

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PID 86469
PARCEL 1-SH
CTY-RTE-SEC WOO-BRADNER_ROAD
Version Date 10-22-09

Thence S00°24'53"E along the Easterly Right of Way line of said Bradner Road a distance of 178.71 feet to a set iron pin on the Grantors' Southerly property line, said point being 30.00 feet right of said centerline of survey of Bradner Road Plan Station 217+43.25;

Thence S89°14'03"W along the Grantors' Southerly property line, said line also being the Northerly property line of another parcel of land belonging to the Grantors as recorded in Deed Volume 683, Pages 662 and 664, a distance of 30.00 feet to a point, said point being the Grantors' Southwest property corner, said point also being on the centerline of survey of said Bradner Road Plan Station 217+43.07;

Thence N00°24'53"W along said centerline of survey of Bradner Road, said line also being the Grantors' Westerly property line, a distance of 208.71 feet to the **Point of Beginning**;

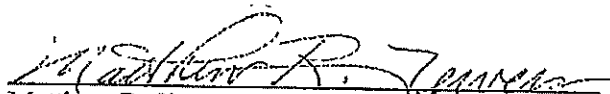
Containing 0.237 acres of land, more or less, including 0.226 acres, more or less, in the present road occupied and 0.011 acres, more or less, net take, subject to all easements, restrictions, and leases of record and is contained within parcel No. M50-812-360000021000 as recorded in the Wood County Auditor's Office.

This description is based on a survey made by Feller Finch and Associates, Maumee, Ohio in 2009.

This description was prepared and reviewed October 22, 2009, by Matthew R. Tewers, Registered Surveyor Number 7673.

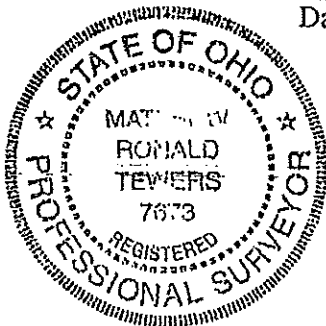
The bearings contained herein are based on an assumed meridian and are used for the determination of angular measurement only.

PROUDFOOT ASSOCIATES



Matthew R. Tewers
Registered Surveyor No. 7673
5360 Heatherdowns Boulevard
Toledo, Ohio 43614

Oct. 22, 2009
Date



Reuben & Martha Kent . * F 1412A TE
3008 To * 1-10-38

EASEMENT

In consideration of the sum of One Dollar, paid to me/us by
The Toledo Edison Company of Toledo, Ohio, and for other good and valuable
***** considerations, receipt of which is hereby acknowledged, we, Reuben Kent
and Martha Kent, husband and wife, hereby grant and convey unto the said The Toledo Edison Company,
its successors and assigns during corporate life, the right and easement to construct, operate and
maintain, at this time or at such time or times in the future as the company desires, a line or lines
for the transmission and distribution of electric energy for any and all purposes for which electric
energy is now, or may hereafter be used, with all necessary poles, wires, cables, guy wires, stubs,
anchors, fixtures and appliances in, through, over, under and upon the following described roads or
public highways in Ross Township, Wood County, Ohio, namely, the roads and public highways, as now

THE PAID PRINTER CO., CINTI, 24240

constructed or as same may be constructed, by widening or improving in the future, included in or upon which any part of the following described real estate abuts or adjoins, said real estate being part of Section 36, Town 8 north, Range 12 east, more fully described as follows, to-wit:

Being the north sixty (60) acres of the east one-half (1/2) of the northeast one-quarter (1/4) of said section thirty-six (36).

Said roads and public highways being: The Fostoria Milbury Road on the east and the Curtice Road on the north of said land.

Also the right and easement to overhang 3 feet of any part of the above described land, adjoining and/or abutting upon the aforesaid roads and public highways, as now constructed or as same may be constructed, by widening or improving in the future.

Together with the right to trim or remove all underbrush, trees or other obstructions along said line or lines, wherever or whenever, in the judgment of The Toledo Edison Company such trimming or removal may be necessary in order to properly construct, operate or maintain said line or lines, clear and free from obstructions.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand this 13th day of June, 1938.

Signed and acknowledged in the presence of:

Lewis Lowry
Louis Helfrich

Reuben Kent
Martha Kent

STATE OF OHIO, COUNTY OF LUCAS, SS

Before me, a Notary Public, in and for said County, personally appeared the above named Reuben Kent, Martha Kent, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name this 4 day of August, 1938.

Louis Helfrich
Louis Helfrich, Notary Public,
Lucas County, Ohio
My Commission Expires Jan. 1, 1943
(Notarial Seal)

Received September 19, 1940 at 1:00 P.M.
Recorded September 24, 1940
Fee 75¢

Beit Amos Recorder.

EASEMENT

Reuben & Martha Kent * F 1443 TE ACTUAL CONSIDERATION
 1782 To * LESS THAN \$100.00
 Toledo Edison Co. * Received of The Toledo Edison Company the sum of One Dollar and
 * * other good and valuable consideration, in consideration of which
 ***** Reuben Kent and Martha Kent, husband and wife, hereby grant and
 convey unto The Toledo Edison Company its successors and assigns during corporate life,
 the right and easement to construct, maintain and operate a line or lines for the trans-
 mission of electric energy thereover, for any and all purposes for which electric energy
 is now or may hereafter be used, with all necessary poles, wires, cables, fixtures and
 appliances through, over and upon our lands, situate in the Township of Ross, County of
 Wood, State of Ohio, and being more fully described as follows, to wit:

Being the north three-fourths ($\frac{3}{4}$) of the east one-half ($\frac{1}{2}$) of the northeast one-
 quarter ($\frac{1}{4}$) of Section thirty-six (36), Town eight (8) North, Range twelve (12) East, ex-
 cepting a triangular parcel of land in the northeast corner thereof, said parcel of land

being that part of said described land lying northeast of a line drawn from a point one-hundred (100) feet west of the northeast corner to a point one-hundred (100) feet south of the northeast corner of said described land.

The center-line of said line or lines is described as commencing at a point on the west line of the above described land approximately twenty-seven (27) feet south of the north line thereof; thence running easterly, parallel to said north line, to a point approximately ninety-seven (97) feet west of the east line of said section thirty-six (36); thence running southeasterly, approximately one-hundred (100) feet, to a point approximately ninety-seven (97) feet south of the north line and approximately twenty-five (25) feet west of the east line of the above described land; thence running southerly, parallel to said east line, to the south line of the above described land.

and also through, over and upon the public thoroughfares, highways and alleys, adjoining and abutting upon any part of said mentioned land. Poles to be placed where stakes are now located.

Together with the rights of ingress and egress to, over and from said premises and the right to remove and keep free any obstructions from and along said line or lines that will interfere with the construction or safe operation of said line or lines.

IN WITNESS WHEREOF we have hereunto set our hand this 20 day of April, 1936

Signed and acknowledged in the presence of:

Lewis Lowry
Henry G. Buser

Reuben Kent
Martha Kent

STATE OF OHIO, COUNTY OF LUCAS, SS.

Before me a Notary Public in and for said County, personally appeared the above named Reuben Kent and Martha Kent, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN TESTIMONY WHEREOF I have hereunto subscribed my name this 22nd day of May, 1936.

Henry G. Buser
My Commission Expires Dec. 22, 1938
(Name in Seal) (Notarial Seal)

(No. 1123 Wood County Return to
Land Record File)

Received June 29, 1936 at 11:08 A.M.
Recorded July 3, 1936
Fee 75¢

Best Amad Recorder

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Frank Metzger, For and in Consideration of Five Dollars to me in
 To hand paid, receipt of which is hereby acknowledged I--
 The Buckeye Pipe Line Co. Frank Metzger East Toledo, Ohio does hereby grant and
 lease to The Buckeye Pipe Line Company, Lima Division, its successors or assigns, the right
 of way to lay, maintain, operate and remove a pipe line for the transportation of oil or
 Gas and erect, maintain and operate a telegraph line, if the same shall be found necess-
 ary on, over and through my lands, situate in Section Thirty Six Ross Township, Wood
 County, State of Ohio, bounded and described as follows:

(Being 3/4 and Containing 60 acres) of the E 1/2 of the N. E. 1/4 of Sec. 36,
 with ingress and egress to and from the same. The said Frank Metzger his heirs or as-
 signs to fully use and enjoy the said premises, except for the purpose hereinbefore grant-
 ed to the said The Buckeye Pipe Line Company, which hereby agrees to pay any damages
 which may arise to crops and fences from the laying, maintaining and operating said pipe
 line; said damages if not mutually agreed upon, to be ascertained and determined by three
 disinterested persons, one thereof to be appointed by the said Frank Metzger ___ heirs or
 assigns, one by The Buckeye Pipe Line Company, its successors or assigns, and the third
 by the two so appointed as aforesaid, and the award of such three persons shall be final
 and conclusive. And it is hereby further agreed, that the said The Buckeye Pipe Line
 Company, its successors or assigns, may at any time lay a second line of pipe alongside
 of the first line as herein provided, upon the payment of a like consideration, and sub-
 ject to the same conditions; also to have the right to change the size of its pipes, the
 damages, if any, to crops and surface in making such change to be paid by the said The
 Buckeye Pipe Line Company.

Line: 3in Discharge From Station 79----Length 120 Rods.

In Witness Whereof, the parties hereto have set their hands and seals this 2nd day of
January A. D. 1897.

Signed, Sealed and delivered in presence of
 (1) W. B. Rogers
 (2) Joseph Woyame Approved J. N. Maitland Ass't Supt. Audited F. G. R.
 Frank Metzger (Seal)

State of Ohio, County of Lucas ss:
 Be It Remembered, that on this 12th day of January A. D. 1897 before me, the subscri-
 er, a Justice of the Peace in and for said county, personally came the above named Frank
 Metzger to me known to be the person named in and who executed the above instrument, and
 in due form of law acknowledged the same to be his act and deed, for the use and pur-
 poses therein mentioned, and declared that he is still satisfied therewith, and desire
 that it might be recorded as such.

In Testimony Whereof, I have hereunto set my hand and official seal this 12th day of
 January A. D. 1897.
 J. C. Hamlin J P (Seal)

State of ___ County of ___ ss:
 Before me, a ___ in and for said county, personally appeared ___ and ___
 and acknowledged that ___ did sign and seal the foregoing instrument, that the same is
 free act and deed and that ___ still satisfied therewith.

In Testimony Whereof, I have hereunto set my hand and official seal this ___ day of
 ___ A.D. 189___.
 (Seal)

Received June 28, 1918, At 1:30 P. M.
 Recorded July 1, 1918.
 (Fee 90¢) B. B. Herriff, Recorder.



Privacy Notice

Last Updated and Effective Date: December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy policy ("Policy"), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found [here](#).

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Disclose Your Personal Information? We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. That is why we take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy.

You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

Changes to Our Policy: We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.**

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <https://www.firstam.com/privacy-policy/>.

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.