

# 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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

# COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, 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
  - a. 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:
  - 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

- 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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AMERICAN LAND HERE INCCREMENT



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

Issuing Agent: Preservation Title Agency

Issuing Office: 612 N. Perry Street, Napoleon, OH 43545

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: 24.0185 Issuing Office File Number: 24.0185

Property Address: 37.185 acres Section 21, Monroe Township, OH; 19.727 acres Section 21, Monroe Township,

OH: 20.240 acres Section 21, Monroe Township, OH

Revision Number:

## **SCHEDULE A**

1. Commitment Date: August 27, 2024 @ 8:00AM

2. Policy to be issued:

a. ALTA Owner's Policy (7-1-21)
Proposed Insured: UNKNOWN
Proposed Amount of Insurance: \$0.00
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: Mary Lee Hill
- 5. The Land is described as follows: The land referred to herein is located in the Township of Monroe, County of Henry, State of Ohio and is described as set forth in Exhibit A attached hereto and made a part hereof.

# FIRST AMERICAN TITLE INSURANCE COMPANY

D. c

Élisa L, Harmon Authorized Signatory Preservation Title Agency Issuing Agent

Issuing Agent: Preservation Title Agency

Name: Elisa L. Harmon

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Address: 612 N. Perry Street, Napoleon, OH 43545

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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. Pay all taxes, charges and assessments levied and assessed against the subject premises, which are due and payable.
- 6. Satisfactory proof that all taxes, claims, allowances and interests are paid, secured to be paid, or otherwise provided for in the estate proceeding of Mary Lee Hill, deceased;
- 7. Authenticated copies of Estate of Mary Lee Hill, deceased, pending in the Probate Court of Wood County, Ohio, to be filed for record in the Probate Court of Henry County, Ohio.

8.	Deed from Synthia L. Mahler and Daniel L. Hill, Co-Executors of the Estate of Mary Lee Hill, decased, to
	to be recorded with the Recorder of Henry, Ohio.

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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. PARCEL ONE: The County Treasurer's General Tax Duplicate shows: THIS LAND IS TAXED AS AGRICULTURAL USE VALUE AND IS SUBJECT TO RECOUPMENT. Taxes and assessments for the year 2023, amounting to \$1,713.44 are paid. Tax Parcel No. 18-210010.0000. Taxes and assessments, if any, for the year 2024 are a lien but not yet due and payable. Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.
- 10. PARCEL TWO: The County Treasurer's General Tax Duplicate shows: THIS LAND IS TAXED AS AGRICULTURAL USE VALUE AND IS SUBJECT TO RECOUPMENT. Taxes and assessments for the year 2023, amounting to \$932,72 are paid. Tax Parcel No. 18-210012.0100. Taxes and assessments, if any, for the year 2024 are a lien but not yet due and payable. Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.

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Form 50202839 (3-13-23)





- 11. PARCEL THREE: The County Treasurer's General Tax Duplicate shows: THIS LAND IS TAXED AS AGRICULTURAL USE VALUE AND IS SUBJECT TO RECOUPMENT. Taxes and assessments for the year 2023, amounting to \$957.60 are paid. Tax Parcel No. 18-210012.0000. Taxes and assessments, if any, for the year 2024 are a lien but not yet due and payable. Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.
- 12. PARCEL ONE: Perpetual easement for sanitary sewer tile twenty feet in width for the purposes of serving a septic system on an adjoining 1.777 acre parcel of land as set forth in a certain warranty deed dated November 15, 1997, filed for record December 9, 1997, and recorded in Volume 16, Page 1129, Official Records of Henry County, Ohio.
- 13. PARCEL ONE: Right of Way to Northwestern Tel. Svc. Company dated April 7, 1961, filed for record April 7, 1961, and recorded April 17, 1961 in Volume 177, Page 413, Easement Records of Henry County, Ohio.
- 14. PARCEL ONE AND PARCEL TWO: Permanent Easement Agreement to Rover Pipeline, LLC dated January 18, 2017, filed for record May 31, 2017 in Volume 307, Page 2334, Official Records of Henry County, Ohio.
- 15. PARCELS ONE AND TWO: Easement for pipeline purposes to Tecumseh Pipe Line Company dated May 7, 1957, filed for record May 21, 1957, and recorded May 25, 1957 in Volume 167, Page 312, Easement Records of Henry County, Ohio. Subsequent assignment recorded in Volume 251, Page 884, Easement Records of Henry County, Ohio.

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File No.: 24.0185

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

## Parcel 1:

A parcel of land located in part of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section 21, T-4-N, R-7-E, Monroe Township, Henry County, Ohio, and more particularly described as follows:

Beginning at the Northwest Corner of said Section 21; thence S-89° 21' 40"-E along the North Line of said Section a distance of 935.90 feet to a PK nail; thence S-0° 04' 30"-E a distance of 355.00 feet to an iron pin; thence S-89° 21' 40"-E a distance of 389.00 feet to an iron pin; thence S-0° 04' 30"-E along the East line of the West Half (1/2) of the Northwest Quarter (1/4) of said Section 21 a distance of 969.87 feet to a point; thence N-89° 23'40"-W along the South Line of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section 21 a distance of 1328.17 feet to a PK nail; thence N 0° 04' 00"-E along the West line of said Section a distance of 1325.61 feet to a railroad spike, said point being the point of beginning. Containing 37.185 acres of land, more or less, and subject to all legal highways, easements, and restrictions of record.

Parcel No. 18-210010.0000

# Parcel 2:

A parcel of land located in part of the North Half (1/2) of the Southwest Quarter (1/4). of the Northwest Quarter (1/4) of Section 21, T-4-N, R-7-E, Monroe Township, Henry County, Ohio, and more particularly described as follows:

Beginning at the Northwest Corner of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section 21; thence S-89° 23′ 40″-E along the North line of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section a distance of 1328.17 feet to a point; thence S 0° 04′ 30″-E along the East line of the West Half (1/2) of the Northwest Quarter (1/4) of said Section 21 a distance of 662.43 feet to a point; thence N-89° 24′40″- W along the South line of the North Half (1/2) of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section 21 a distance of 1329.81 feet to a PK nail; thence N-0° 04′ 00″-E along the West line of said Section a distance of 662.80 feet to a PK nail, said point being the point of beginning. Less and except a 60-foot wide right of way of the Norfolk and Western Railway (formerly the Toledo and St. Louis and Kansas City Railroad Company), said exception containing 0.488 acre of land, more or less. After said exception, parcel contains a net 19.727 acres of land, more or less, and subject to all legal highways, easements and restrictions of record.

Parcel No. 18-210012.0100

# Parcel 3:

A parcel of land located in part of the South Half (1/2) of the Southwest Quarter (1/4). of the Northwest Quarter (1/4) of Section 21, T-4-N, R-7-E, Monroe Township, Henry County, Ohio, and more particularly described as follows:

Beginning at the Southwest Corner of the Northwest Quarter (1/4) of said Section 21; thence N-0° 04' 00"-E along the West line of said Section a distance of 662.81 feet to a PK nail; thence S-89° 24' 40"-E along the North line of the South Half (1/2) of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section a distance of 1329.81 feet to a point; thence S-0° 04' 30"-E along the East line of the West Half (1/2) of the Northwest Quarter





(1/4) of said Section 21 a distance of 662.44 feet to a cornerstone; thence N-89° 25' 41"-W along the South line of the Northwest Quarter (1/4) of said Section 21 a distance of 1331.44 feet to a railroad spike, said point being the point of beginning. Containing 20.240 acres of land, more or less, and subject to all legal highways, easements and restrictions of record.

Parcel No. 18-210012.0000



# **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 <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, webbased 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 <a href="https://example.com/here">here</a>.

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 <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

<u>How Do We Collect Your Personal Information?</u> 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 <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

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 <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

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.

<u>How Long Do We Keep Your Personal Information?</u> 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.

<u>Your Choices</u> 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 <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

<u>International Jurisdictions</u>: 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.

<u>Changes to Our Policy</u>: 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 <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

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

# NOTICE: All PROPERTY VALUE information reflects 2023 FINAL VALUES



Parcel 182100120000 Owner Name

Main Menu

General Information Land Detail

Sales History

Value History

**Buildings Detail** 

Parcel Number\* Land Use

182100120000

110 - Agricultural vacant land "qualified for current agricultural use value"

Market Land Market Buildings Market Total

160,010

0

160,010

23,810

23,810 <\_

160,010

Ple Chart Summary Level All Percels

Yarobia Value Alboston

Current Tax Rates Tax Charges and Payments

Tax Estimator Where Your Taxes Go

Sketch Property Record Card

New Search Deed Record

GENERAL INFORMATION

Property Location COUNTY ROAD J HILL, MARY LEE

2023 Final Values 160,010 Market Taxable Value 23,810

Starting Balance 0.00

Real Estate Net Tax 868.02

Other Charges and Credits 69.58

(957.60) Roceipts Parcel Balance 0.00

Map Number 0921100003	Neighborhood 9181-DST 18 - AGR
-----------------------	--------------------------------

Taxable Land Taxable Buildings Taxable Total\*\*

Legal Description	Under Payment Contract No Certified Delinquent No	HILL, MARY LEE Delinquent Since n/a Advertised Delinquent No	DELXNQUENT TAX STATUS
1	No.	n/a No	.US



\*\* Taxable Valuo is 35% of Market Value for most taxpayers. The rate is 40% for mobile homes purchased prior to 2000 whose Market Value is based on a depreciation schedule. Taxable Value for Public Utility (PU) parcels is set by the State. The State does not report PU Market Value to the County, so PU Market Value is set equal to Taxable Value.

MOST RECENT TAX SAVINGS	Qualified Ta	Tax Basis Value	Savings
Non- Business Credit		i ii	
Owner Occupancy No Credit		0 0.1	0.00

Credit CAUV Program

Yes ş

23,810 o

1,560.94

0.00







# NOTICE: All PROPERTY VALUE information reflects 2023 FINAL VALUES Henry County, OH - MONROE TWP - PATRICK HENRY LSD



# Parcel 182100120000

Property Location COUNTY ROAD J Owner Name HILL, MARY LEE

# 2023 Final Values

Market Taxable Starting Real Estate Other Charges Receipts Parcel Value Value Balance Net Tax and Credits Value Value Balance Net Tax 160,010 23,810 0.00 888.02 69.58(957.60) 0.00

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2nd Half Due Date 7/10/2024

1st Half Due Date 2/7/2024

Tax Estimator

Map Sketch

New Search

Deed Record Property Record Card

# TAX CHARGES & PAYMENTS

Mailing Address - 1st Half Tax Bill

HILL, MARY LEE 4320 DEFIANCE PIKE WAYNE, OH 43466

HILL, MARY LEE 2nd Half Tax Bill Mailing Address -

WAYNE, OH 43466 PIKE DEFIANCE

# ACTIVITY FOR CALENDAR YEAR | 2024 V

0.00	(957.60)	0.00	0.00	0.00	0.00	478.80 478.80 0.00		Totals:	
									TURKEYFOOT
0,00	(69.58)	0.00	0.00	0,00	0.00	34.79	34,79	0.00	976 - S.
0.00	0.00	0,00	0.00 0.00 0.00 0.00 0.00	0.00	0.00	0.00	0.00	0.00	Prepayments 0.00 0.00 0.00
0.00	(888,02)	0.00 0.00	Ì	0.00	ļ	444,01	444,01	0.00	Real Estate Tax 0.00 444.01 444.01
End of Calendar Year Balance	Receipts	Other Adj	Interest**	i	70	2nd Half	1st Half	Starting Balance	

\*PENALTY: All mail received with a US POSTAL cancellation date of the due date or prior will be accepted without penalty. Any mail received with a US POSTAL cancellation date after the due date is subject to a penalty. A 10% penalty is charged on payments received after the due date, except when TAXES and PENALTY are received (not postmarked) within ten (10) calendar days after the due date, then the penalty is only one-half (1/2) or

\*\*INTEREST: Interest will be charged on all unpaid taxes after the second-half due date.

1/25/2024 Date Amount Description 957.60 Payment

Total: 957.60

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8/23/2024 8:02:10 PM Data extracted from County files







# Henry County, OH - MONROE TWP - PATRICK HENRY LSD

# NOTICE: All PROPERTY VALUE information reflects 2023 FINAL VALUES



# Parcel 182100120100

Property Location COUNTY ROAD J Owner Name HILL, MARY LEE

# 2023 Final Values

Market Taxable Starting Real Estate Other Charges
Value Value Balance Net Tax and Credits
155,880 23,190 0.00 864.90 67.82 (932.72) 0.00

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**TAX CHARGES & PAYMENTS** 

1st Half Due Date 2/7/2024

2nd Half Due Date 7/10/2024

Mailing Address - 1st Half Tax Bill

2nd Half Mailing Address -

Tax Bill

HILL, MARY LEE 4320 DEFIANCE PIKE

WAYNE, OH 43466

MARY LEE 4320 DEFIANCE

WAYNE, OH 43466

PKE

# ACTIVITY FOR CALENDAR YEAR | 2024 V

0,00			0.00 0.00 0.00 0.00	0.00	0.00	466.36	otals: 466.36 466. 0.00	Totals: 0.00	
(67.82) 0.00		0.00	0.00	0.00	0.00	33,91	33,91	0,00	976 - S. TURKEYFOOT
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0,00	0.00	Prepayments 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.
0,00	(864.90)	0,00	0.00	0.00	0.00	432,45	Ŧ	0.00	Real Estate Tax
End of Calendar Year Balance	ther Receipts Adj	Other Adj	Interest**	2nd Half Penalty*	1st Half 2nd Half Penalty* Penalty*	2nd Half	1st Half	Starting Balance	Starting Balance

\*PENALTY: All mail received with a US POSTAL cancellation date of the due date or prior will be accepted without penalty. Any mail received with a US POSTAL cancellation date after the due date is subject to a penalty. A 10% penalty is charged on payments received after the due date, except when TAXES and PENALTY are received (not postmarked) within ten (10) calendar days after the due date, then the penalty is only one-half (1/2) or

\*\*INTEREST: Interest will be charged on all unpaid taxes after the second-half due date.

1/25/2024 Date Amount Description 932.72 Payment

Total: 932.72

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8/23/2024 8:02:10 PM Data extracted from County files



# NOTICE: All PROPERTY VALUE information reflects 2023 FINAL VALUES

Parcel 182100100000 Owner Name

HILL, MARY LEE

2023 Final Values Market Value

285,500 Taxable Value 42,530

Real Estate Net Tax 1,586.22

Other Charges and Credits 127.22

Recoipts

Main Menu General Information

Buildings Detail Value History

Parcel Number\* Land Use

182100100000

110 - Agricultural vacant land "qualified for current agricultural use value"

Market Land Market Buildings Market Total

Taxable Land Taxable Buildings Taxable Total\*\*

Map Number 0921100001 Nalghbarhood 9181-DST 18 - AGR

285,500

O

285,500

42,530

0

285,500

42,530

42,530

Land Detail

Tax Charges and Payments Sales History

**Current Tax Rates** 

Where Your Taxes Go

Tax Estimator

Sketch

Map

HILL, MARY LEE Owners

Deed Record Property Record Card

New Search

NW NW EX 2A RY EX PCL Legal Description

Certified Delinquent

Under Payment Contract Advertised Delinquent

In Foreclosure In Bankruptcy

중 8 8 8 ö

중

Last Delinquent In Dispute

n/a

Delinquent Since DELINQUENT TAX STATUS

7/0

GENERAL INFORMATION

Property Location COUNTY ROAD J

Starting Balance 0.00

(1,713.44)Parcel Balance 0.00

	Pie Chart Summary Level All Parcots	_<
	Yapabia Value Albostion	
AND DESCRIPTION OF THE PARTY OF		
	Lind:100,00%	

<sup>\*\*</sup> Taxable Value is 35% of Market Value for most taxpayers. The rate is 40% for mobile homes purchased prior to 2000 whose Market Value is based on a depreciation schedule. Taxable Value for Public Utility (PU) parcels is set by the State. The State cloes not report PU Market Value to the County, so PU Market Value is set equal to Taxable Value.

 RECENT TAX SAVINGS Non- Non- Business	Qualified	Tax Basis Value 23,930
Non- Business Credit	Ŕ	23
Owner Occupancy Credit	No	
Homestead Credit	N <sub>D</sub>	
CAUV Program	Yes	42,530









# Henry County, OH - MONROE TWP ~ PATRICK HENRY LSD

NOTICE: All PROPERTY VALUE information reflects 2023 FINAL VALUES

Parcel 182100100000

Property Location COUNTY ROAD J Owner Name HILL, MARY LEE

2023 Final Values

 
 Value
 Value
 Balance
 Net Tax

 285,500
 42,530
 0.00
 1,586.22
 Market Taxable Starting Real Estate Other Charges Parcel Value Value Balance Net Tax and Credits Balance 127.22 (1,713.44) 0.00

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Tax Estimator

Map

ACTIVITY FOR CALENDAR YEAR | 2024 ~ |

Sketch

Deed Record Property Record Card

New Search

976 - S. TURKEYFOOT

0.00 0.00

Totals: 0.00

Prepayments Real Estate Tax

0.00

TAX CHARGES & PAYMENTS

1st Half Due Date 2/7/2024

2nd Half Due Date 7/10/2024

Mailing Address - 1st Half Tax Bill

Mailing

2nd Half Address

Tax Bill

HILL, MARY LEE 4320 DEFIANCE PIKE

WAYNE, OH 43466

4320 Ĺ,

MARY LEE

DEFIANCE

WAYNE, 뽒

OH 43466

Year

0.00

0.00

0.00 0.00

Starting Balance 1st Half 856.72 793,11 63.61 0.00 2nd Haif 856,72 793.11 63,61 0.00 1st Half Penalty\* 0,00 0.00 0.00 0,00 2nd Half Penaity\* 0.00 0,00 0.00 0.00 Interest\*\* 0.00 0.00 0.00 0.00 Other Adj 0.00 0.00 0.00 0.00 (1,713.44)(1,586.22)Receipts (127.22)0.00 End of Calendar Balance

\*PENALTY: All mail received with a US POSTAL cancellation date of the due date or prior will be accepted without penalty. Any mail received with a US POSTAL cancellation date after the due date is subject to a penalty. A 10% penalty is charged on payments received after the due date, except when TAXES and PENALTY are received (not postmarked) within ten (10) calendar days after the due date, then the penalty is only one-half (1/2) or

\*\*INTEREST: Interest will be charged on all unpaid taxes after the second-half due date.

Date Amount Description
1/25/2024 1,713.44 Payment
Total:
1,713.44

Data extracted from County files 8/23/2024 8:02:10 PM

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V5675 HECEIVED & RECORDED

TOTALANA PRODUCE COLUMN

OFF' 16 PAGE 1129

<u>idirec</u>

DEC 9 1997

AZ /:55 P.M.

ARIENE WALLACE, RECORDER
HEARY COUNTY, OHIO
26%

# SURVIVORSHIP DEED

Robert L. Rettig, Dorothy Myles, Charlotte Wachtman, Margery Wallace, Margaret Rausch, Mary Thompson, and Donald Rettig, all married men and women, of legal age, of Henry County, Ohio, for valuable consideration paid, grant with general warranty covenants, to Donald Rettig and Lois Rettig, husband and wife, for their joint lives, remainder to the survivor of them, whose tax-mailing address is 9-481 Co. Rd. L-3, Malinta, OH 43535, in the following described REAL PROPERTY:

## Parcel No. #1:

Permanent Parcel #18-210010.0000

Situated in the Township of Montuc, County of Henry and State of Ohio and

The Northwest quarter (1/4) of the Northwest quarter (1/4) of Section Twenty-Inc Northwest quarter (1/4) of the Northwest quarter (1/4) of Section Inventy-One (21) Township Four North Range Seven East, containing forty acres of land, more or less, together with an easement which shall run with the land, which easement shall be an easement for a sanitary sewer tile, twenty feet in width for the purpose of serving the septic system on the following described property, which property shall be a less and exception from the above described property:

Permanent Parcel No: #18-210010.0100
A purcel of land situated in the Northwest Quarter (1/4) of the Northwest
Quarter (1/4) of Section 21, T-4-N, R-7-E, Monroe Township, Henry county, Quarter (1/4) of Section 21, T-I-N, Refer, promote Ohio and is more particularly described as follows:

Beginning at a Mag Nail on the North line of Section 21, and on the centerline of Road "J", said nail being \$ 89 degrees 21"40" E a distance of \$100.00 feet from the Northwest corner of Section 21, T-4-N, R-7-E, Monroe Township, Henry County, Office, thence \$ 89 degrees 21"40" E along the North line of Section 21, and the centerline of Road "J" a distance of 218.0 feet to a Mag Nail at the Northeast corner of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section 21; thence s 0 degrees 04"45" E along the East line of 33.00 feet to an iron pin and cap; thence of 35.00 feet to an iron pin and cap; thence N 8 degrees 21"40" W and parallel with the North line of Section 21 a distance of 218.00 feet to an iron pin and cap; thence N 8 degrees 21"40" W and parallel with the North line of Section 21 a distance of 218.00 feet to an iron pin and cap; thence on the same line a distance of 320.00 feet to an iron pin and cap; thence continuing N 0 degrees 04"45" W along the same line a distance of 35.00 feet to a Mag Nail on the North line of Section 21, and the PLACE OF BEGINNING.

Said exception containing 1.777 acres of land more or less but subject to all legal highways and easement of public record and of record in respective utility offices.

Survey filed in Volume 24, Page 228 of the record of surveys in the Heary county Engineer's Office, Courthouse, Napoleon, Ohio.

After said less and exception, said real estate consists of 38.223 acres of land, more or less.

PREVIOUS INSTRUMENT REFERENCE: Official Record Volume 10, Page 746, and Volume 250, Page 503; Deed Records, Henry County, Ohlo.

. / ----

Permanent Parcel # 18-210012.0000

Situated in the Township of Monroe, County of Henry and State of Ohio and

The North Half (1/2) of the Southwest Quarter (1/4) of the Northwest quarter (1/4) of Section 21, Town 4 North of Range 7 East containing twenty (20) acres more or less except the Right of Way of the Toledo and St. Louis and Kansas City Railroad Company.

PREVIOUS INSTRUMENT REFERENCE:

Volume 12, Page 877; Deed Records, Henry County, Ohio.

Lois Ann Rettig, wife of Robert L. Rettig: Larry Myles, husband of Dorothy Myles; William Wachtman, Jr., husband of Charlotte Wachtman; Jeff Walface, husband of Margaret Rausch; Lois Rettig, wife of Donald Rettig, and Kermit Thompson, husband of Mary Thompson; all hereby release all dower and courtesy interest, and whatever interests they have in the above described property as a result of their respective marriages herein in the above described and estate. above-described real estate.

In Witness Whereof, we have hereunto set our hands this 15th

day of Rovember 1997. SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF: for Aun Peters Lois Ann Rettig

STATE OF OHIO

County of Hebry

(a) Million (a)

Be it Remembered, that on this 15th day of November, 1997, before me, the subscriber, a Notary Public in and for said county, personally appeared Robert L. Rettig and Lois Ann Rettig, husband and wife, Grantors in the foregoing Survivorship Deed, who acknowledge the signing thereof to be their voluntary act and deed.

In Testimony Thereof, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid

NOTARY PUBLIC - STATE OF OHIO

John Donevan Rolary Public, State of Ohio Edutino Commission O.R.C. §147.03

STATE OF ORIO )
County of Henry )
Be It Rememberts, that on this 15th day of November 1997, before me, the subscriber, a Notary Public in and for said county, personally appeared Jeff Wallace and Margery Wallace, husband and wife, Grantors in the foregoing Survivorship Deed, who acknowledge the signing thereof to be their voluntary act and deed.
In Testimony Thereol, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.  One Composition of the State Of OHIO  NOTARY PUBLIC - STATE OF OHIO
ORC 2:47,63
SIGNED AND ACKNOWLEDGED  WHE PRESENCE OF:  Call Raush  John Donovan  Carl Raush  Departed Raush
James Donovan Margaret Rausch
STATE OF OHIO ) SS: County of Henry )
10c 3t Kemembered, that on this 15th day of November 1997, before me, the subscriber, a Notory Public in and for said county, personally appeared Carl Rausch and Margarel Rausch, husband and wife, Grantors in the foregoing Survivorship Deed, who acknowledge the signing thereof to be their voluntary act and deed.
In Testimony Obereol, I have hereunto subscribed by name and affixed my ufficial seal on the day and year aloresuld.  NOTARY PUBLIC - STATE OF OHIO
Join Conorson  Meno, Pube, Sate 1 Obie  Little Conditions on  ORC 5:27 61
SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:  John Donovan  Kermit Thompson
Vances Donovan Mary Thompson

JAMES M. HOOPS HENRY CO. AUDITOR RIGHT OF WAY PERMIT

File No. Job No.

For and in consideration of One (\$1.00) Dollar, and other valuable considerations, to me/us paid by Northwestern Tel. Svo. Go. Company, receipt of which is hereby meknowledged, I/we for myself/ourselves, heirs, masigns and successors in title, do hereby grant unto said Company, its successors and assigns, the right of way, right and privilege to ereat, construct and perpetually operate, maintain, alter, repair and/or remove poles, wires, fixtures, guys, anchors and other appurtenances upon, over, across or under the property which I/we own or in which I/we have an interest, situated in the Township of Monroe, County of Menry, State of Onio, and described as follows:

Orwille Rettig farm, Located on the East side of Co. Rd.#11 South of Co. Rd.  $^{\rm h}{\rm J}^{\rm n}$  in the N.W.1 of the N.W.1 Section No. 21. Poles and anchors to set on road right-of-way.

All poles lines erected bereunder upon said premises to parallel the roads, streets and highways adjoining said premises and to be constructed so that the crossarms, wires and anchors do not extend over or onto said premises, a distance of more than Eight (81) feetfrom the near limits of the said roads, streets and highways as now established or as may hereafter be established.

The Easement and Right-of-Way herein granted includes the right to enter upon said premises and erect, operate and permanently maintain thereon the usual fixtures and equipment required for the operation of a telephone, line, together with the right to trim and keep trimmed any and all trees which may interfere with or endanger the safe and efficient operation of said lines, provided that any trees trimmed will be at a reasonable height and in a uniform manner.

The undersigned covenant that I/we will not grant an Easement or License to any other person, firm or corporation for the construction of telephone, telegraph, or electric power lines over that part of said premises occupied by telephone lines of the said Company constructed hereunder.

It is distinctly understood that the said Company shall now and hereafter locate its poles and wires so as not to interfere with ingress and egress to said property and so as not to interfere with any buildings which now or may hereafter be erected upon said property.

TO HAVE AND TO HOLD the said Easement and Right-of-Way to the said Company, its successors and assigns forever.

WITNESS my/our hand this 7 day of April, 1961.

Signed and acknowledged in the presence of:

Orville Hattig

John J. Roth

Leo Meckstroth

STATE OF OHIO

Henry County

Bo it known that before me, a Motary Public in and for said County and State, personally appeared Orville Rettig who being by me duly sworn acknowledged the signing of the foregoing Easement to be his/their free act and deed for the giving and granting of the rights therein named, including dower.

WITNESS my hand and official seal this 7 day of April, 1961.

(NOTARIAL SEAL) Marie H. Hogrefe My commission expires 6/13/62 Marie M. Hogrefe Notary Public Henry County Ohio

This instrument prepared by: The Northwestern Tel. Svc. Co.

Received for Record April 7, 1961 at 2:25 P.M.

Recorded April7, 1961

Fec \$1.00

Hertinge Dietrick Records

AUDITORS OFFICE TRANSFERRED

MAY 3 1 2017

Henry County Auditor

PROJECT: ROVER PIPELINE LLC

TRACT #: OH-HE-034.000 HENRY COUNTY, OHIO 201700112486

ROVER PIPELINE PICK UP

# PERMANENT EASEMENT AGREEMENT

## It is further agreed as follows:

- 1. The right to use the Permanent Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or toutes of, abandoning in place and removing at will, in whole or in part, the Facilities for the transportation of oil, gas and other fluids or substances including water, or any of them, and the products thereof, which may be transported by the Pipelines. Grantee shall have the right of ingress and egress over, across and through the Permanent Easement and the Temporary Construction Easement, to survey, conduct reasonable and necessary construction activities, to install or remove structures and objects located within the Permanent Easement and for all other purposes necessary and at all times convenient and necessary to exercise the rights granted by this Agreement. The term of the Temporary Construction Easement shall be for a period to extend twenty-four (24) months from the date of construction commencement. However, if Grantee has completed its use of the Temporary Construction Easement shall immediately terminate.
- Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to
  ensure proper lateral and subjecent support for and drainage for the Facilities related to this pipeline project provided
  said maintenance and change of slopes of cuts and fills does not modify the existing surface drainage flows of the
  Property.
- 3. The consideration paid by Grantee in this Agreement includes payment in full and settlement, in advance, for all damages of every kind and character to that part of the Property included within Permanent Easement and the Temporary Construction Easement, including the market value of the Permanent Easement and the Temporary Construction Easement, and for severance damages to the Property caused or to be caused by the construction of the Pecilities. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damage caused to growing crops on the Property located within the Permanent Easement and the Temporary Construction Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the Facilities
- 4. Grantee will, insofar as practicable, restore the ground, the surface elevation and grade disturbed by the Grantee's use of the Permanent Easement and the Temporary Construction Easement and will construct and maintain soil conservation devices within the Permanent Easement and the Temporary Construction Easement as may be reasonably required to prevent damage to the Property from soil crosion resulting from operations of Grantee hereunder, Grantee shall leave the surface as nearly as reasonably possible as it was prior to the construction of the Facilities and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the construction of the Facilities. Grantee shall have the right to install, maintain and use gates in all fences which now cross or may cross the Permanent Easement or which provide access to the Property; and Grantor shall allow Grantee to install its own lock if Grantee so chooses and Grantee shall have access (i.e., intertocking locks) through such gates.

Trid Ho Grantor Initials

- 5. Notwithstanding the term "exclusive" as to the granting of the easement in the first paragraph herein. Grantor may use the Property within the Permanent Easement and the Temporary Construction Easement for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using the Permanent Easement and the Temporary Construction Easement of agricultural, onen space, set-back, density, street, and roadway purposes. Grantor is permitted, after review and approval by Grantee, to construct and install any and all streets and roadways, at any angle of not less than forty-five degrees (45°) to Grantee's Facilities, across the Permanent Easement and the Temporary Construction Easement which do not interfere with. Facilities, across the Permanent Easement and the Temporary Construction Easement which do not interfere which damage, destroy or after the operation of the Pacilities, and Grantor may also construct and/or install water, sewer, gas, electric, cable TV, telephone or other utility lines across the Permanent Easement and Temporary Construction Easement at any angle of not less than forty-five degrees (45°) to Grantoe's Facilities, provided that all of Grantoe's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantoe. The use of the Permanent Easement and Temporary Construction Easement by Grantoe shall be regulated by all appropriate ordinances, regulations, resolutions or laws of any governmental entity having authority over the Permanent Easement and the Temporary Construction Easement. Grantor must notify Grantoe in writing before the eastwartene in writing before the restruction of any street regulators. construction or installation of any streets, roadways, utilities or other encroachments on the Permanent Easement and the Temporary Construction Easement.
- Notwithstanding paragraph 5 above, Grantor may not use any part of the Permanent Easement or the Temporary Construction Easement if such use may damage, destroy, injure, and/or interfere with the Grantee's the Temporary Construction Easement if such use may damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement or the Temporary Construction Easement for the purposes for which those easements are sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Permanent Easement without the prior written permission of Grantee: (i) construct any temporary or permanent building or site improvements, other than streets and roads as provided for in paragraph 5 above; (ii) drill or operate any self; (iii) remove soil or change the grade or slope; (iv) impound surface water; or (v) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the easement is being acquired may be placed, erected, installed or permitted within or upon the Permanent Easement without the prior written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be climinated upon Grantor's receipt of written notice from Grantee or Grantee shall have the immediate right to correct or climinate such violation at the sole expense of Grantor, Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Permanent Easement and the Temporary Construction Easement are granted. Any improvements, whether above or below ground, installed within the Permanent Easement by Grantor subsequent to the date that Grantee acquires possession of the Permanent Easement, may be removed by Grantee without liability to Grantor for damages.
- 7. Grantee, in its sole judgment, has the right to trim, cut down or climinate trees or shrubbery as may be necessary to prevent possible interference with the operation of the Facilities and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Facilities.
- Grantor shall, to the extent owned by Grantor, retain all the oil, gas, and other minerals in, on and under the Property, including within the Permanent Easement; provided, however, Grantor shall not be permitted to drill or operate equipment for the production or development of minerals within or on the Permanent Easement, but Grantor will be permitted to extract the oil and other minerals from and under the Permanent Easement by directional oriantor win or permitted to extract the on and other minerais from and under the Permanent Easement by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use, operation and maintenance of the Facilities or Grantee's use of the Permanent Easement for the purposes for which the Permanent Easement is sought by Grantee.
- Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that canle, horses and/or other livestock located on the remainder of the Property cannot stray from the fenced pastures
- i0. Grantee agrees that after it has exercised its rights to use the Permanent Easement in any manner that disturbs the surface of the Property within the Permanent Easement, it will restore the surface to the condition in which it was in prior to the use of the Permanent Easement except as the surface may be permanently modified by the use of the Facilities within the Permanent Easement. Any surface area of the Temporary Construction Easement that is damaged or disturbed during construction shall be restored by the Grantee in a reasonably similar manner to its Temporary Construction Easement to the surface. condition immediately preceding Grantee's use of the Temporary Construction Easement to the extent that the surface is not permanently modified by the use of this easement.
- 11. Grantee shall have the right to adequately mark the Pipelines with permanent line markers, ground placards and test leads in order to promote public safety and the future safe operation of said pipelines, and to meet applicable governmental regulations,
- 12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Permanent Easement and Temporary Construction Easement by Grantee, its servants, agents or invitees, and the installation, use,

Mich Grantor Initials

maintenance, repair or removal of the Facilities by Grantee and such persons acting on its behalf, excepting, however, any and all claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invites.

- 13. Grantee shall have the right to assign this Agreement and the rights granted bereunder, in whole or in part, to one or more assignees. The Permanent Easement shall be in perpensity, and the provisions of this Agreement, including all benefits and burdens, shall be a covenant running with the land. The undersigned warrant that they are the owner(s) of the Property and have authority to execute this Agreement on behalf of the parties to this Agreement Grantor hereby binds itself, its heirs, legal representatives, soccessors and assigns to warrant and forever defend all and singular the above described easements and rights, unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.
- 14. This Agreement shall be interpreted in accordance with the laws of the state of Ohio and all applicable federal laws.
- 15. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, representatives, successors and assigns.
- 16. This Agreement, as well as any unrecorded Confidential Addendum are made part of this Agreement and incorporated herein by reference, contains the entire agreement between the parties with respect to the matters addressed herein. There are no other agreements, promises, representations or understandings as to the matters addressed herein except as expressly set forth herein. The parties agree that there were no inducements or representations leading to the execution of this Agreement except as herein contained.

The Property, which this permanent easement traverses, is described more properly as Parcel 1 Called 37.185 Acres and Parcel 2 Called 19.727 Acres, both in the W 1/2 of the NW 1/4 of Section 21, Township 4 North, Range 7 East, Monroe Township, both recorded in Book 268, Page 1027, in the Official Records of Henry County, State of Ohio.

Parcel No: 18-210010.0000

Parcel No: 18-210012.0100

[INTENTIONALLY LEFT BLANK]

THE Grantor Initials

EXECUTED this /8 day of January, 2016.
GRANTOR:
Trong Lee Hill MARY LEE HIDL
ACKNOWLEDGMENT
STATE OF OHIO  COUNTY OF Word \$  On this

My Grantor Initials

GRANTEE:

ROVER PIPELINE LLC

OBE

(Printed Name)

Vice President, Land and Right of Way

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT ROSE in his capacity as VP LAND AND RIGHT OF WAY OF ROVER PIPELINE LLC, known to me or presenting satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and who with proper authority acknowledged to me that the same is the voluntary act of ROBERT ROSE in his capacity as VP LAND AND RIGHT OF WAY OF ROVER PIPELINE LLC, for the purposes and consideration expressed in the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the

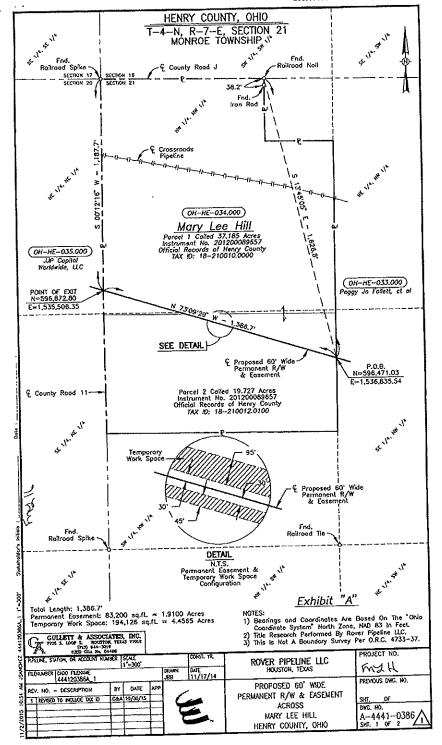
Notary Public, State of My Commission Expires:

DONNA WALTERS
Notary Public, State of Texas
Comm., Expires D3-04-2020 Notory 10 2342771

Prepared By: Rover Pipeline LLC

Return To: Rover Pipeline LLC P.O. Box 35489 Canton, OH 44735

Grantor Initials



HENRY COUNTY, OHIO
T-4-N, R-7-E, SECTION 21
MONROE TOWNSHIP

YAX ID	LINEAR FOOTAGE	PERMANENT EASEMENT ACREAGE	TEMPORARY WORK SPACE ACREAGE
18-210010.0000	498.7	0.6837	2.0398
19-210012-0100	888.0	1,2263	2,4167

Total Length: 1,386.7'
Permanent Easement: 83,200 sq.ft. = 1,9100 Acres
Temporary Work Space: 194,126 sq.ft. = 4,4565 Acres

GUILETT & ASSOCIATES, INC.

# Exhibit "A"

NOTES:

1) Bearings and Coordinates Are Based On The "Ohio Coordinate System" North Zone, NAD 83 in Feet.
2) Title Research Performed By Rover Pipeline LLC.
3) This is Not A Boundary Survey Per O.R.C. 4733–37.

7705 \$ 1207 £ 1005701	TEXA	17762				3) This is Not A Boombony States	
PRINTER, SIATION, OR ACCOUNT HEM	90X   S			DRAFN	CORST. VR. CAJE 11/17/14	ROVER PIPELINE LLC HOUSTON, TEXAS	PROJECT NO.
REY. HO DESCRIPTION  1 PRINSED TO INCLUDE TAX ID.	BY GAA	DATE, 10/30/15	AP7.	<u></u>		PROPOSED 60' WIDE PERMANENT R/W & EASEMENT ACROSS MARY LEE HILL HENRY COUNTY, OHIO	PREVIOUS DIVIC. NO.  SHT. OF  DIVIG. NO.  A-4441-0386  SHT. 2 OF 2

# EASEMENT

FOR AND IN CONSIDERATION OF Ten Dollars (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged, Orville H. Rettig and Florence Rettig, hereinafter referred to as Grantors, hereby grant to TECUMSEH PIPE LINE COMPANY, an Ohio corporation, its successors and assigns, hereinafter referred to as GRANTER, a right-of-way and easement to lay, construct, operate, maintain, alter, replace, move, and/or remove a pipe line and appurtenances for the trans portation of crude petroleum and petroleum products or other substances which can be transported through a pipe line over, through and across the following real estate situated in the County of Henry, State of Ohio, to-wit:

A tract of land 66' in width extending across the NW/4 NW/4 Section 21, T.4N., R. ? E., the north and south lines of said tract being parallel to a survey line which lies between them, said north line being north of said survey line a distance of 25 feet and said south line being south of said survey line a distance of 41 feet, said distances measured on a perpendicular to said survey line which is described as follows:

Beginning at a point in the west line of NW/4 NW/4 Section 21 and the center line of a NS blacktop road, which point is 421' south of the NW corner of said NM/4 NM/4 Section 21; thence S. 81° 24' E. a distance of 626' to a point; thence S. 76° 23' E. a distance of 729' to a point of termination in the east line of said NM/4 NW/4 Section 21 which point is 569' south the east line of said NM/4 NW/4 from its intersection with the SE right of way line of the N.Y.C., and St. L. Railroad. Excepting therefrom the right of way of said New York, Chicago, and St. Louis Railroad. Containing in all 1.95 acres, more or less.

## Parcel No. 2:

312

A tract of land 25 feet in width lying adjacent to and parallel with the north boundary line of the tract of land described in Parcel No. 1 and further described as follows: Beginning at the intersection of the north boundary line of said Percel No. 1 with the northwest right of way of the N. Y., C. & St. L. Reilroed as shown on Exhibit "A"; thence in a westerly direction along the north boundary line of said Percel No. 1 for a distance of 50 feet; thence in a northerly direction and at right angles to the north boundary line of said Parcel No. 1 for a distance of 25 feet; thence in an essterly direction and perallel with the north boundary line of Parcel No. 1 to the northwest right of way line of aforementioned railroad; thence southwesterly along said railroad right of way to the point of beginning.

# Parcel No. 3:

A tract of land 25 feet in width lying adjacent to and parallel with the south boundary line of the tract described in Parcel No. 1 and further described as follows:

Beginning at the intersection of the south boundary line of said Parcel No. 1 with the northwest right of way of the N.Y., C. & St. L. Railroad as shown on Exhibit "A"; thence in a westerly direction along the south boundary line of said Parcel No. 1 for a distance of 150 feet; thence in a southerly direction and at right engles to the south boundary line of said Parcel No. 1 for a distance of 25 feet; thence easterly and parallel with the south boundary line of Parcel No. 1 to the northwest right of way line of aforementloned railroad; thence northeasterly along said railroad right of way to the point of beginning.

(U.S. Revenue Stamp - \$.55)

ONR 5-15-57

TO HAVE AND TO HOLD said right-of-way and easement unto said grantee, its successors and assigns, for the uses and purposes herein described.

It is understood and agreed that:

- 1. The pipeline as located on the easement strip across the grantors' land will be buried below the surface of the land with a minimum cover of 40 inches or at such depth as will not inter fere with the present drainage system on said land upon completion of construction of said
- 2. In connection with the construction of said pipeline the grantee does hereby obligate itself to repair and restore all drain tile cut by the ditching operation and construction of the pipeline in the following menner: A half out steel pipe with a wall thickness of approximately one-third inch and of such length as will permit said half cut pipe to extend across the ditch in which said line pipe will be laid and extending further into the walls of the ditch and on each side thereof for a distance of approximately three (3) feet, Said half cut pipe to be used as a support for new drain tile that will be laid across the pipe line ditch, except a full pipe shall be installed on the main tile lying southeest of the Railroad Right-of-Way.

- 3. Also, in connection with the repair and restoration of drain tile an inspection will be made of each drain tile cut extending back from the pipeline trench to the boundaries of the right-of-way to ascertain the existence of any other broken or damaged tile caused by the construction of said pipeline and use of equipment and all damaged or broken tile that may be ascertained as a result of said inspection will be restored and repaired. Both the manne of supporting drain tile across the pipeline trench and restoring and repairing drain tile within the boundaries of the right-of-way will be accomplished with accepted engineering practices.
- 4. All broken or damaged tile replaced will be replaced with new tile.
- 5. After the drain tile is finally repaired no mechanized equipment will be operated over the trench at the locations where drain tile crosses the pipeline trench.
- 6. Grantee further obligates itself to restore, repair and replace all fencing cut or damaged in connection with the construction of said pipeline and will use new materials where necessary in making such fencing repairs.
- 7. The grantee further obligates itself in connection with the construction of the pipeline to restore all ditch banks to substantially as good condition as they were in before construction and the banks of all ditches crossed by the pipeline will be bagged at each crossing.
- 8. The piveline trench shall be refilled with the dirt taken therefrom and the backfill shall be rounded off a distance of not more than ten (10) feet on each side of the trench. The grantee shall also fill any depressions along the pipeline trench that may appear within two (2) years after the date of completion of construction.
- 9. All construction work of the pipeline shall be carried on entirely within the limits of the described right-of-way strip, however, in connection with future operation and maintenance of the bibeline the grantee shall have the right of ingress and egress over the land of granters in order to gain access to the pipeline but will confine said ingress and egress only to the easement strip heroin defined unless otherwise mutually agreed upon by the parties, and grantee will pay for all damages resulting from exercising the right of future ingress and egress as herein defined. After the bipeline trench is backfilled and rounded off grantee further obligates itself to clear the right-of-way strip of all debris resulting from said construction and will sub-soil the right-of-way strip by plowing same with a chisel type plow to a minimum depth of ten (10) inches.
- 10. It is further agreed that after completion of construction of the pipeline the grantors shall have the right to go upon the right-of-way at all times and use said lands for any and all purposes as long as it does not interfere with the use of said land under the terms of the sasement herein.
- 11. No valve station shall be constructed on the premises.
- 12. Grantee agrees to maintain during period of construction, a cattle crossing over said open ditch and to fence said ditch along the pasture.
- 13. Grantee further agrees that as much dirt as possible shall be replaced into the crossing under the Railroad Right-of-Way.

In consideration of the mutual agreements as above contained, all of the rights, privileges and obligations shall inure to the benefit and become obligations of the heirs, assigns, successors or devisees of the party in whom such right has been vested or against whom such obligation has been created by this contract, and this easement and the rights herein granted may be assigned in whole or in part.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands or caused their signatures to be affixed this 7th day of May, 1957.
Signed, Acknowledged and
Orvilla M. Rettic

Signed, Acknowledged and Delivered in the Prosence of: A. Marlowe Witt

Orville M. Rettig Orville M. Rettig Florence Bettig

Jemes Donovan

Henres With ARIT

STATE OF OHIO ) SS Henry County )

Personally appeared before me the aforesaid Orville M. Rettig and Florence Rettig, who acknowledged that they did sign the foregoing instrument and that their signing thereof is their free act and deed for the purposes herein mentioned.

IN TESTIMONY WHEREOF, I have herounto signed my name and affixed my seal at Napoleon, Chio, this 7th day of May, 1957.

(Notarial Sedl) JAMES DONOVAN My Comm. Exp. Aug. 18, 1959. James Donovan Notary Fublic, State of Ohio

This instrument prepared by James Donovan Attorney at Law Napoleon, Ohio,

Received for Record May 21, 1957, at 3:42 P.M. Recorded May 25, 1957.

Pec \$4.25

Sextrude Dieterch Recorder Janese Strangery Deputy

## ASSIGNMENT OF RIGHT OF WAY EASEMENTS

KNOW ALL MEN BY THESE PRESENTS that Tecumsch Pipe Line Company, an Ohio corporation whose mailing address is 300 Oceangate, Long Beach, California 90802 ("TPL"), in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it in hand paid by NI Pipeline Company, an Indiana corporation whose mailing address is 801 Eart 86th Avenue, Merrillville, Indiana 46410 ("Assignee"), the receipt of which is hereby acknowledged, does hereby grant, sell, assign, convey, and set over to Assignee, its successors and assigns, all of the right, title, interest and estate of TPL in, to and under the right of way easements covering land located in Henry County, Ohio, as more fully described in Exhibit "A," attached hereto and made a part hereof (the "Rights of Way").

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever; it being understood that this Assignment is subject to the respective terms and conditions of each Right of Way hereby assigned.

TPL represents that it is the owner of the Rights of Way but with respect to the Rights of Way makes no further warranties, either expressly or impliedly, except as set forth in the Asset Purchase Agreement between TPL and NIPSCO Industries, Inc. dated December 1, 1992.

Assignce hereby accepts this Assignment of Right of Way Easements and agrees to keep and perform all the conditions and covenants in each Right of Way required to be kept and performed by TPL from and after the effective date of this Assignment.

Assignce hereby waives any prior breathes, defaults, failures of performance or obligations under the Rights of Way occurring prior to this Assignment and hereby expressly waives any right to proceed against TPL for said defaults, breaches, failures of performance or obligations.

This Assignment shall be binding upon, and inure to the benefit of TPL and Assignee, and their respective successors and assigns.

This Assignment has been executed on the date of the acknowledgement hereto but shall be effective for all purposes as of April 13, 1993.

Attest:

Tecumsch Pipe Line Company

By WR Pay

W. R. Fay

President

Witnesses:

Attest:

NI Pipeline Company

By Secretary Treasurer

NI Pipeline Company

R. M. Schumacher

Assistant Secretary

Witnesses:

Witnesses:

Witnesses:

Attest:

NI Pipeline Company

Attest:

NI Pipeline Company

Attest:

NI Pipeline Company

Attest:

Attest:

NI Pipeline Company

Attest:

Attest:

Attest:

Witnesses:

Assistant Secretary

Witnesses:

Assistant Secretary

Assistant Secretary

Witnesses:

Assistant Secretary

August 10 1933

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Deed Record 251 Page 884

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	COUNTY OF P		j			
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	In test at Independence	imony whereof, I h , Kansas, this <u>/8</u>	aye hereunto day of Ma	subscribed my ni iy, 1993.	ime, and affixed m	y official sea
				Mildred L. R Notary Public County, Kan	install c, Montgomery	21.1d
	My commission February 7, 199					
	STATE OF	INDIANA	) .			
	COUNTY OF	LAKĘ	ss			
	R. M. Schumad respectively, of signed the same, behalf of said of such officers, re- duly authorized	e me, a notary publi her, known to me to 'NI Pipeline Comp, and acknowledged orporation as such o spectively, and the f thereunto by its boa f-said-corporation.	be the person any, the corp to me that the officers, respe- ree and corpor	ns who, as Vice F wration which ex sy did so sign sald ctively; that the s rate act and deed o	President, and Assist secuted the foregoing I instrument in the re- tame is their free as of said corporation;	tant Secretary  ing instrument  pame and upon  ct and deed a  that they wer
	at Merrilli	timony whereof, I h	hdiana	wpzupeq wyw	ame, and affixed m	y official sea , 1993
			•	Notary Public County,		·
	My commission					
•	Kristina S. Line Atlantic Richfie	ld Company riation Company				

		145 & On	11. 215 - INDIA	NO.	TECUMSEN PIPE LINE CO.
		Orville M. Rettig, Florence Rettig	NDIANA-OHIO STATE LINB - CYGNET STATION 20" TL - Location 23-215	GRANTORS	LINE CO.
Parcel No. 3:  A freet of land 25 feet in width lying adjacent to and parallel with the South towndary line of the tract described as Parcel No. 1 and further described as follows: Beginning at the intersection of the South boundary line of said Farcel No. 1 with the Northwest right of way of the N. Y., C. & St. L. Railroad: thence in a Westerly direction along the South boundary line of and Westerly direction along the South boundary line of south Parcel No. 1 for a distance of 130 feet; thence in a south Parcel No. 1 for a distance of 150 feet; thence in a south Parcel No. 1 for a distance of 150 feet; thence in a south Parcel No. 2 feet in the second south Parcel No. 2 feet in the South Parcel No. 2	Parcel No. 2: A tract of land 25 feet in width lying adjacent to and parallel with the North boundary line of the tract of land described as Parcel No. 1 and further described as follows: Beginding at the intersection of the North boundary line of said Parcel No. 1 with the Northwest right of way of the N. Y., C. & St. L. Rallroad; thence in a Westerly direction along the North houndary line of said Parcel No. 1 for a distance of 50 feet; thence in a Northerly direction and at right angles to the North boundary line of said Parcel No. 1 for a distance of 25 feet; thence in a Easterly direction and parallel with the Northwest right of way line of aforementioned rallroad; thence Southwesterly along said railroad right of way to the point of beginning.	A tract of land 66' in width extending across the NW/4 NW/4 of Section 21, Township 4 North, Range 7 East, as more fully described in externent.	TATION 20 TL - Location 93-215	PROPERTY DESCRIPTION	HENRY
				DATE	COUNTY, STATE OF OHIO
<u> </u>				VOLUME	lo
				VOLUME PAGE	4 8 100000

PIPE LINE CO.  GRANTORS  PROPERTY DESCRIPTION  INDIANA-OHIO STATE LINE - CYGNET STATION 20" TL - Location 95-215  Continued  Continu	EXHBIT 'A'  PROPERTY DESCRIPTION  PROPERTY DESCRIPTION  DATE  PROPERTY DESCRIPTION  DATE  1  SET STATION 20: TLLocation 95-215  boundary line of said Parcel No. 1 for a distance of 25  feet; theree Easterly and parallel with the South  boundary line of Parcel No. 1 for Northwart right of
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