 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

**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.

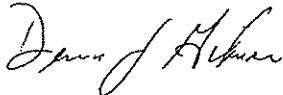
**COMMITMENT TO ISSUE POLICY**

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 Policy Amount and the name of the Proposed Insured.

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

**First American Title Insurance Company**

**INSURANCE FRAUD WARNING:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.



Dennis J. Gilmore, President



Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
  - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "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.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in 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;
  - (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 shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Preservation Title Agency
Issuing Office's ALTA® Universal ID:
Commitment No.: 24.0212
Property Address: 74.46 acres Section 3, Liberty Township, OH
Revision No.:

Issuing Office: 612 N. Perry Street, Napoleon, OH 43545
Loan ID No.:
Issuing Office File No.: 24.0212

SCHEDULE A

- 1. Commitment Date: September 25, 2024 @ 8:00AM
2. Policy to be issued:
(a) Proposed Insured: TO BE DETERMINED
Proposed Policy Amount: \$
(b) Proposed Insured:
Proposed Policy Amount: \$
(c) None
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in: David J. Bowers
5. The Land is described as follows:
The land referred to herein is located in the Township of Liberty, 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

Issuing Agent: Preservation Title Agency
Agent ID No.: 19485211
Address: 612 N. Perry Street
City, State, Zip: Napoleon, OH 43545
Telephone: 419-592-0066


By: [Signature]
Tennille E. Newton
Authorized Signatory

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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 <b>First American Title™</b>	ALTA Commitment for Title Insurance
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	

Commitment No.: 24.0212

**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. Deed from David J. Bowers, with release of dower rights by his spouse, if any, to \_\_\_\_\_ to be recorded with the Recorder of Henry, Ohio.

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 <b>First American Title™</b>	ALTA Commitment for Title Insurance
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<b>Schedule BII</b>	

Commitment No.: 24.0212

**SCHEDULE B, PART II**

**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.


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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any facts, rights, 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. The County Treasurer's General Tax Duplicate shows: AGRICULTURAL USE VALUATION, SUBJECT TO RECOUPMENT. Taxes and assessments for the year 2023, amounting to \$3,133.06, are paid. Tax Parcel No. 26-0300100.0100. Taxes and assessments 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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<b>Schedule BII (Cont.)</b>	


Commitment No.:24.0212

10. Easement to The Toledo Edison Company dated May 27, 1929, filed for record June 5, 1929, and recorded June 6, 1929 in Volume 3, Page 263, Miscellaneous Records of Henry County, Ohio.
11. Right-of-way Easement to Village of Liberty Center, Ohio dated September 8, 1980, filed for record September 11, 1980, and recorded in Volume 213, Page 775, Easement Records of Henry County, Ohio.
12. Oil and gas lease to N.A. Trexler dated September 9, 1960, filed for record December 19, 1960, and recorded in Volume 12, Page 197, Lease Records of Henry County, Ohio.
13. Oil and gas lease to Skelly Oil Company dated February 22, 1962, filed for record March 23, 1962, and recorded in Volume 12, Page 467, Lease Records of Henry County, Ohio. Assigned to Kin-Ark Oil Company by instrument recorded in Volume 9, Page 199, Miscellaneous Records of Henry County, Ohio.
14. Oil and gas lease to Richard L. Kimbrel dated March 17, 1972, filed for record March 23, 1972, and recorded in Volume 15, Page 535, Lease Records of Henry County, Ohio. Assignment to Callander & Kimbrel, Inc. recorded in Volume 11, Page 85, Miscellaneous Records of Henry County, Ohio.
15. Easement Agreement between David J. Bowers and Betsy J. Bowers and SBA Towers, LLC recorded June 4, 2018 in Volume 313, Page 18, Official Records of Henry County, Ohio.
16. Easement to TriCounty Rural Electric Cooperative, Inc. dated September 15, 1998, filed for record September 17, 1998, and recorded in Volume 34, Page 1051, Official Records of Henry County, Ohio.
17. Memorandum of Agreement between James B. and Margaret E. Bowers Living Trust and SBA Towers, Inc. dated January 28, 1999, filed for record April 30, 1999, and recorded in Volume 49, Page 1176, Official Records of Henry County, Ohio.

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Exhibit A</b>	

File No.: 24.0212

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

Situated in the Township of Liberty, County of Henry, State of Ohio, described as follows:

The West Half of the Northwest quarter of Section 3 in Township 5 North of Range 7 East subject to the right-of-way of the Wabash Railroad nka Maumee Western Railroad and subject to an easement heretofore granted to the Toledo Edison Company to operate and maintain lines for the transmission of electricity across said parcel of land. Said parcel of land containing seventy-seven (77) acres of land, more or less.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

Situated in the Township of Liberty, County of Henry and State of Ohio and known as:

Situated as part of the West Half of the Northwest Quarter of Section 3, Township 5 North, Range 7 East, Liberty Township, Henry County, Ohio, also being part of a 77 acre tract of land as recorded in Official Record Volume 260, Page 1783 and more particularly described as follows:

Beginning at a boat spike found marking the Northwest corner of the Northwest Quarter of Section 3, also being the intersection of the centerlines of Township Road 10 and County Road S and the POINT OF BEGINNING; thence South 90°00'00" East along the North line of the Northwest Quarter of Section 3 and the centerline of County Road S a distance of 324.21 feet to a Mag nail set; thence along a new division the following three (3) courses: South 00°46'46" West a distance of 309.96 feet to a 5/8 inch rebar with ID cap set and passing a 5/8 inch with ID cap set at 20.00 feet; South 73°38'30" West a distance of 118.30 feet to a 5/8 inch rebar with ID cap set; South 87°12'58" West a distance of 211.55 feet to a 5/8 inch rebar with ID cap set on the West line of the Northwest Quarter of Section 3, passing a 5/8 inch rebar with ID cap set at 186.55 feet; thence North 00°46'46" East along said West line and the centerline of Township Road 10 a distance of 353.56 feet to the POINT OF BEGINNING, said tract containing 2.536 acres of land, more or less.

Survey performed in March, 2014, under the supervision of Ohio Professional Surveyor Gregory A. Bockrath, Ohio Surveyor No. 8306. Note: The bearings used in this description are on an assumed meridian assuming the North line of the Northwest Quarter of Section 3 (also being the centerline of County Road S) to be South 90°00'00" East and are for the purpose of angle determination only.

Containing, after said exception, 74.46 acres of land, more or less.





## 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.

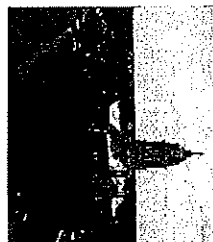
You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

**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](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.



**NOTICE: All PROPERTY VALUE information reflects 2023 FINAL VALUES**

Parcel 260300100100

**2023 Final Values**

Owner Name	BOWERS, DAVID J.	Market Value	79,940	Taxable Value	79,940	Starting Balance	0.00	Real Estate Net Tax	3,068.06	Other Charges and Credits	65.00	Receipts	(3,133.06)	Parcel Balance	0.00
Property Location	COUNTY ROAD 10														

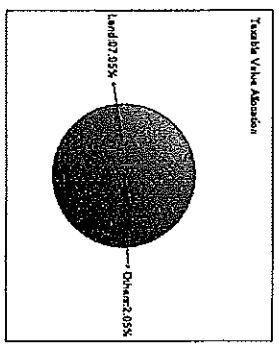
**GENERAL INFORMATION**

Neighborhood 9261-DST 26 - AGR  
Map Number 0603100005

Parcel Number*	Land Use	Market Land Value	Market Buildings	Market Total	Taxable Land	Taxable Buildings	Taxable Totals**
260300100100	199 - Other agricultural use "qualified for current use value"	571,280	4,660	575,940	77,910	1,630	79,540
<b>Totals:</b>		<b>571,280</b>	<b>4,660</b>	<b>575,940</b>	<b>77,910</b>	<b>1,630</b>	<b>79,540</b>

Pie Chart Summary Level: All Parcels

DELINQUENT TAX STATUS	
Delinquent Since	n/a
Advised Delinquent	No
Under Payment Contract	No
Certified Delinquent	No
In Bankruptcy	No
In Foreclosure	No
In Dispute	No
Last Delinquent	n/a



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- Land Detail
- Buildings Detail
- Value History
- Sales History
- Tax Changes and Payments
- Current Tax Rates
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- Tax Estimator
- Map
- Sketch
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- Deed Record
- New Search

\* Value may be allocated to more than one parcel. Examples: (1) The value basis for Homestead Credit may be shared between a mobile home parcel and its situs land parcel. (2) Property under one or more Tax Incentive Programs (e.g. TIF district, Enterprise Zone, etc.) may have a base parcel with pre-program values and one or more parcels with values subject to the terms of the program agreements.

\*\* 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 does not report PU Market Value to the County, so PU Market Value is set equal to Taxable Value.

MOST RECENT TAX SAVINGS	Qualified	Tax Basis Value	Savings
Non-Business Credit	Yes	44,040	155.38
Owner Occupancy Credit	No	3,750	0.00
Homestead Credit	No	0	0.00
CAUV Program	Yes	77,910	5,521.76



Henry County, OH - LIBERTY TWP - LIBERTY CENTER LSD

**NOTICE: All PROPERTY VALUE information reflects 2023 FINAL VALUES**

Parcel 260300100100

2023 Final Values

Owner Name	BOWERS, DAVID J.	Market Taxable Value	Starting Value	Real Estate Value	Other Charges	Parcel Balance
Property Location	COUNTY ROAD 10	575,940	79,540	0.00	3,068.06	65.00
						(3,133.06)
						0.00

- Main Menu
- General Information
- Land Detail
- Buildings Detail
- Value History
- Sales History
- Tax Charges and Payments
- Current Tax Rates
- Where Your Taxes Go
- Tax Estimator
- Map
- Sketch
- Property Record Card
- Deed Record
- New Search

**TAX CHARGES & PAYMENTS**

Mailing Address - 1st Half Tax Bill

1st Half Due Date 2/7/2024  
 2nd Half Due Date 7/10/2024

BOWERS, DAVID J.  
 84139 563 AVE  
 STANTON, NE 68779

Mailing Address - 2nd Half Tax Bill

BOWERS, DAVID J.  
 84139 563 AVE  
 STANTON, NE 68779

ACTIVITY FOR CALENDAR YEAR | 2024 v |

	Starting Balance	1st Half	2nd Half	1st Half Penalty*	2nd Half Penalty*	Interest**	Other Adj	Receipts	End of Calendar Year Balance
Real Estate Tax	0.00	1,534.03	1,534.03	0.00	0.00	0.00	0.00	(3,068.06)	0.00
Prepayments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
780 - 1075 BR TURKEYFOOT JT FULTON	0.00	32.50	32.50	0.00	0.00	0.00	0.00	(65.00)	0.00
<b>Totals:</b>	<b>0.00</b>	<b>1,566.53</b>	<b>1,566.53</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(3,133.06)</b>	<b>0.00</b>

**\*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 5%.

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

Date	Amount	Description
7/1/2024	1,566.53	Payment
2/5/2024	1,566.53	Payment
<b>Total:</b>		<b>3,133.06</b>

Data extracted from County files  
9/24/2024 8:02:01 PM

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Research Corporation

## EASEMENT :

In consideration of the sum of One Dollar ,paid to us by The Toledo Edison Company of Toledo, Ohio, and for other good and valuable considerations, we Ora E. Bowers and Mae Bowers, husband and wife, hereby grant and convey unto the said The Toledo Edison Company, its successors and assigns forever 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 Liberty Township , Henry County, Ohio, namely, the roads and public highways upon which the following described real estate abuts or adjoins, said real estate being described as follows, to-wit:

The West half of the North West quarter of Section Three,  
Liberty Township, Henry County, Ohio.  
Also the South West quarter of the South West quarter of  
Section Thirty-four, Liberty Township, Henry County, Ohio.

Together with the right to trim or remove all underbrush, trees or other obstructions along said line or lines, wherever or whenever in the judgement 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 Ora E. Bowers and Mae Bowers , husband and wife, have hereunto set our hand this 27th day of May 1929.

Signed ,Acknowledged and Delivered  
in the presence of :

Ora E. Bowers  
Mae Bowers

H. W. Pope

Wm. C. Gilson

State of Ohio,

County of Henry, SS.

Before me a Notary Public in and for said County, personally appeared the above named Ora E. Bowers and Mae Bowers , 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 June 1929.

(Notarial seal):

Dow Bretz  
Notary Public.

Received for Record June 5th. 1929,  
at 11:32 o'clock A. M., and  
Recorded June 6th. 1929.  
Fee 75¢

Orin B. Mason Recorder.

By Alice Bowers Deputy.

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

Parcel #6

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to James Bowers and Margaret Bowers, husband and wife, hereinafter referred to as GRANTOR, by the Village of Liberty Center, Ohio, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove a water line over, across, and through the land of the GRANTOR situate in Henry County, State of Ohio, said land being described as follows:

Situated in the Township of Liberty, County of Henry and State of Ohio, to wit:

The West Half of the Northwest Quarter of Section 3 in Township 5 North, Range 7 East, subject to the right-of-way of the Wabash Railroad, and subject to an easement heretofore granted to the Toledo Edison Company to operate and maintain lines for the transmission of electricity across said parcel of land.

Also 34 acres off of the South end of the West Half of the Southwest Quarter of Section 34 in Township 6 North, Range 7 East in the County and State aforesaid.

The two parcels above described contain a total of 111 acres, more or less, subject to all legal highways.

Said GRANTOR acquired title by instrument recorded in Volume 156, Page 333 of the Henry County Deed Records.

The easement shall be ten (10) feet in width, the centerline of which is fifteen (15) feet South of the Southerly line of the Norfolk and Western Railroad right-of-way containing 14,767 square feet or 0.339 acres of land, more or less, to construct, maintain, repair, remove, or replace a water line together with the right of ingress or egress thereto.

AND, a temporary easement for purposes of construction being forty (40) feet in width the Northerly line of said temporary easement being the Southerly line of the Norfolk and Western Railroad right-of-way, said temporary easement, exclusive of the permanent easement hereinabove described and easement for highway purposes, contain 43,455 square feet or 0.997 acres, more or less. Said temporary easement shall be null and void one (1) year after the acceptance of the water line by the Village of Liberty Center.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 8th day of September, 1980.

Karl A. Beilharz  
WITNESS

James Bowers (SEAL)  
JAMES BOWERS

Eugene G. Gub  
WITNESS

Margaret Bowers (SEAL)  
MARGARET BOWERS

STATE OF OHIO  
COUNTY OF HENRY, ss:

Before me, notary public in and for said county, personally appeared the above named who acknowledged that they did execute the foregoing Easement and that the same is their voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 8th day of September, 1980.

75414

Karl A. Beilharz  
Notary Public

RECEIVED FOR RECORD  
This 11 day of Sept 1980  
at 3:33 o'clock P. M. and  
Recorded Sept 11 1980  
Easement Record  
Volume 213 Page 225

Karl A. Beilharz  
Notary Public, State of Ohio  
My Commission Expires October 20, 1983

Marian Fitzgerald  
Recorder, Henry County, Ohio \$5.00





OIL AND GAS LEASE

12-197

AGREEMENT: Made and entered into the 9 day of Sept, 1960, by and between James Bonars, a single man

of Napoleon, Ohio R 1 hereinafter called lessor (whether one or more) and N. A. Trexler of Ithaca, Mich hereinafter called lessee:

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

W 1/2 of NW 1/4 Sec. 3, ex RR (77A) T 5 N, R 7 E W 3/4 of S 1/2 of SW 1/4 Sec. 34, T 6 N, R 7 E

of Section Township Range and containing 1.11 acres, more or less.

It is agreed that this lease shall remain in force for a primary term of 10 years from this date and if lessee shall commence to drill within said primary term or any extension thereof, the said lessee shall have the right to continue drilling to completion with reasonable diligence and said term shall extend as long thereafter as oil and gas, or either of them, is produced by lessee from said land or from a communitized unit as hereinafter provided.

In consideration of the premises the lessee covenants and agrees:

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

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

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

If no well be commenced on said land on or before the 9th day of Sept, 1960, this lease shall terminate as to both parties unless the lessee shall on or before that day pay or tender to the lessor or the lessor's credit in the Community

Bank at Napoleon, Ohio or its successors, which shall continue as the depository regardless of changes in ownership of said land, the sum of \$55.50

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF WE SIGN. This the 9 day of Sept, 1960

WITNESSES:  
William E. Bokerman (SEAL)  
William E. Bokerman (SEAL)  
W. R. Borough (SEAL)  
W. R. Borough (SEAL)

James Bowers (SEAL)  
James Bowers (SEAL)

STATE OF Ohio } SS. ACKNOWLEDGMENT TO THE LEASE  
COUNTY OF Henry }

On this 9 day of Sept, A. D. 1960 before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared James Bowers a single man

to me known as the person described in and who executed the foregoing instrument and acknowledged that he had executed the same as his free act and deed.

(NOTARIAL SEAL)  
My Commission Expires MAR 19 1963 19      
William E. Bokerman  
Notary Public Henry County,  
Acting in Henry County, O

This instrument prepared by W. R. Borough,  
1120 Lake Shore Dr, Chicago, Ill.

STATE OF \_\_\_\_\_ } SS. ACKNOWLEDGMENT TO THE LEASE  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_ before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared \_\_\_\_\_

to me known as the person described in and who executed the foregoing instrument and acknowledged that he had executed the same as \_\_\_\_\_ free act and deed.

My Commission Expires \_\_\_\_\_ 19\_\_\_\_  
Notary Public

Received for Record December 19 1960 at 9:07 o'clock A. M.  
Recorded December 19 A. D. 1960 Hertauda Dietrick County Recorder  
Fee \$6.05 Marilyn Hershberger Deputy

OIL AND GAS LEASE

12-467

THIS AGREEMENT, Entered into this the 22nd day of February, 1962

between James Bowers, a single man  
R.D. #1, Napoleon, Ohio

and Skelly Oil Company, A Corporation, Tulsa, Oklahoma hereinafter called lessor,  
hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of One (\$1.00) Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased and let and by these presents does hereby grant, lease, and let exclusively unto the lessee, the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Henry State of Ohio, and described as follows:

Liberty Township, Henry County, State of Ohio:  
The West Half of the Northwest Quarter except the Railroad (W/2 NW/4)  
Section 3, Township 5 North, Range 7 East (Containing 77 acres, more or less) Als6; the 3 1/2 acres off the South End of the West half of the Southwest Quarter (3 1/2 ac off South end W/2 SW/4) Section 34, Township 6 North, Range 7 East

in Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ and containing 111 acres, more or less.

2. This lease shall remain in force for a term of Ten (10) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any of the products covered by this lease is or can be produced from said land, or from lands with which said land is pooled, or operations are being continued as hereinafter provided.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purpose other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto. If, and for as long as any well or wells capable of producing gas, gas and gas condensate, or any other gaseous substances in paying quantities, are located on said land, or on land pooled therewith, this lease shall be deemed to be a producing lease under the "hereafter" provision of the term clause hereof, and as such shall continue and remain in force. However, in the event that such well or wells are shut in and no production therefrom is used or marketed for a continuous period of twelve (12) months, and if this lease is not otherwise being maintained in force under some other provision hereof, lessee shall pay or tender to lessor (jointly or severally) or to lessor's credit (jointly or severally) in the depository bank designated for receipt of delay rentals hereunder, as royalty, an amount equal to the annual delay rental provided for in paragraph (5) hereof. Royalty ownership as of the last day of such period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such royalty payment. Lessee shall use reasonable diligence to market gas or gas and gas condensate capable of being produced from such shut-in wells, but shall be under no obligation to market such products under terms, conditions or circumstances which in lessee's judgment exercised in good faith are unsatisfactory.

5. If operations for the drilling of a well for oil or gas are not commenced on said land or on the acreage pooled therewith as herein provided on or before the 22nd day of February, 1963, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the \_\_\_\_\_ Bank at \_\_\_\_\_ or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Twenty-Seven and 15/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the lessor or his successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors, and administrators of such persons.

6. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 80 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

James Bowers, a single man, R.D. #1, Napoleon, Ohio, has granted, leased and let to Skelly Oil Company, A Corporation, Tulsa, Oklahoma, the above described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Henry State of Ohio, and described as follows:

7. Should any well drilled on the above described land, or on acreage pooled therewith during the primary term and prior to production being obtained, be a dry hole, or if, after production is obtained, the same should cease from any cause during the primary term, then if a further well is not commenced on said land, or on acreage pooled therewith or reworking operations to restore such production have not been commenced, prior to the next ensuing rental paying date, this lease shall terminate as to both parties, unless the lessee on or before such rental date shall resume the payment of rentals, in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals as above provided, that the provisions hereof governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments, and if the lessee shall commence to drill a well within the primary term of this lease on the land above described, or on acreage pooled therewith, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil, gas, casinghead gas, casinghead gasoline, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the primary term. Should production from the above described land, or from acreage pooled therewith, cease from any cause after the expiration of the primary term this lease shall not terminate provided lessee succeeds in bringing back such production within six (6) months from such cessation, or within such six (6) month period commences drilling another well on the above described land or on land pooled therewith, and prosecutes the drilling thereof with due diligence to completion, and if such production is restored through any such operations this lease shall continue with the like effect as if there had been no cessation thereof.

8. In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

9. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing, but lessee shall be under no obligation to do so.

10. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rental made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

11. If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, descent or otherwise or to furnish separate measuring or receiving tanks. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land, all delay rentals or shut-in royalties payable hereunder shall be apportioned among the various owners of the leasehold interest on an acreage basis, and in the event the owner of any part of the leasehold shall fail to make timely payment of his proportionate part of the rental or shut-in royalties, such failure shall not operate to defeat or affect this lease as to the part or parts hereof as to which such payments have been timely made.

12. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option it shall be subrogated to the right of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

13. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

14. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and cancelled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion cancelled shall cease and determine and any rentals or shut-in gas royalties thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

15. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereof, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling thereof not being available on account of any cause, the primary term of this lease shall continue until six months after said order is suspended and/or said equipment is available, but the lessee shall pay delay rentals herein provided during such extended time.

16. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

IN WITNESS WHEREOF, we sign the day and year first above written.

James J. McGraw	(SEAL)	James Bowers	(SEAL)
Willis Howard Gardner	(SEAL)	James Bowers	(SEAL)
	(SEAL)		(SEAL)
	(SEAL)		(SEAL)

This instrument prepared by: James J. McGraw

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kansas, Oklahoma and Colorado)

Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires \_\_\_\_\_ Notary Public

STATE OF OHIO )  
COUNTY ) SS.

On this 22nd day of February, 1962 before me the subscriber a Notary Public in and for said County personally came the above named James Bowers, a single man the Lessor in the foregoing Lease and acknowledged the signing of the same to be his voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

(Notarial Seal) I. John Bisher  
Notary Public  
Henry 12/13/63 County  
My Commission Expires:

Received for Record March 23, 1962 at 10:55 o'clock A. M.  
Recorded March 23, A. D. 1962  
Fee \$ 6.05  
Hertrude Dietrich County Recorder  
James Germana Deputy

119-199

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That SKELLY OIL COMPANY, a Delaware corporation with offices in Tulsa, Oklahoma (hereinafter called Assignor), for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, and subject to the terms, conditions and reservations hereinafter set forth, does hereby bargain, sell, transfer, assign and convey, all of its rights, title and interest in and to the oil, gas and mineral leases described on Exhibit "A" (which is attached hereto and made a part hereof for all purposes), and the rights thereunder, to KIN-ARK OIL COMPANY, a Delaware corporation with offices in Tulsa, Oklahoma, its successors and assigns (hereinafter called Assignee).

Assignor expressly excepts and reserves to itself, its successors and assigns, separate production payments equal to three thirty-seconds of eight-eighths ( $3/32$  of  $8/8$ ) of all oil, gas and other minerals produced from or attributable to each of the above mentioned leases until Assignor, its successors or assigns, shall have received and realized from each such lease the full aggregate sum of One Thousand Dollars (\$1,000.00) per acre in each lease, free and clear of all exploration, development, operating, producing lifting, handling, gathering, treating, compressing, storing, marketing, trucking and all other transportation costs, charges and expenses and other costs, charges and expenses of every kind whatsoever, except gross production and severance taxes attributable to said production. When Assignor, its successors or assigns, shall have realized from the said production payment on any lease the sum of \$1,000.00 per acre as herein set forth, the production payment with respect to such lease shall thereupon terminate.

(U. S. Revenue Stamps - \$77.00)  
KIN-ARK OIL COMPANY

The production payments herein reserved and the total sums which they must aggregate for this reservation to terminate as above provided are based on the assumption that the above leases cover the entire leasehold interest in the oil, gas and casinghead gas under the premises described in said leases; and if any lease covers less than the entire seven-eighths ( $7/8$ ) leasehold interest in said oil, gas and casinghead gas, then as to that lease the production payment herein reserved, the fractional share of production out of which it is payable, and the total sum that it must aggregate for this reservation to terminate as to such lease shall be decreased proportionately.

The production payments above provided for shall be applicable to all renewals or extensions of said leasehold interests above described and any new lease or leases obtained by or through Assignee, its successors and assigns, on and covering said leasehold interests within six (6) months after the expiration or termination thereof, and Assignee, by the acceptance of this assignment, covenants and agrees that it will assign or cause its successors or assigns to assign an identical production payment to Assignor out of any such new lease or leases.

Assignee at its option is hereby given the right and power insofar as the production payments herein reserved may be affected thereby, to pool or combine the acreage covered by any lease hereby assigned, or any portion thereof, either horizontal or vertical, as to oil and gas, or either of them, with land covered by any other lease or leases in the immediate vicinity thereof, when in Assignee's judgment it is necessary or advisable to do so in order properly to explore or to develop and operate said leased premises in compliance with the spacing rules or other applicable regulations of the State of Ohio, or other lawful authority, or when to do so would in the judgment of Assignee promote the conservation of oil or gas in and under and that may be produced from said premises. The pooling privileges herein given Assignee shall extend to Assignee, its successors, legal representatives and assigns. Further, in lieu of the production payments herein retained, Assignor shall receive on production from pooled units created under the provisions hereof only such portion of the production payments stipulated herein as to any lease as the amount of the acreage (surface acres) covered by the lease or leases hereby assigned and included

See Appendix of this lease case file - Release Vol 10 Page 905  
See Appendix of production case file - Release Vol 17 page 544

filed 5/8/64

OHIO FORM

Form 16

OIL AND GAS LEASE

Producers 88 Revised

Agreement Made and entered into the 17th day of March 1922 by and between James Bowers + Margaret Bowers Husband + wife R-1 Napoleon, Ohio

herein after called lessor (whether one or more), and Richard L. Kinnick 2665 Canal Point Ct of Columbus, Ohio hereinafter called lessee

Witnesseth: that the said lessor, for and in consideration of 1.00 Dollar cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations, and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the Township of Liberty, County of Henry, State of Ohio, described as follows, to wit:

Bounded West - Top RL 10 North - Daniel Urwerk East - Louella Mulher South - Julia Diemer

NORTH WEST 1/2 OF THE NORTH WEST 1/4

of Section 3 Township Range and containing for rental purposes 77 acres, more or less.

If being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor.

This instrument was prepared by William C. Westhoven

For reference purposes only, it is stated that the lessor claims title to the leased land by or through instrument recorded in Volume at page of the County Recorder's office.

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

In consideration of the premises the lessee covenants and agrees:

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

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

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

If no well be commenced on said land on or before the 17th day of March 1923, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor, or the lessor's credit in the Community Bank at Napoleon, Ohio

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

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

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

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

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

Has assignment of oil + gas + steam + water + mineral rights reserved per vol. 11, page 57.

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

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

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

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

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

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

IN TESTIMONY WHEREOF WE SIGN, This the 17th day of March, 19 72

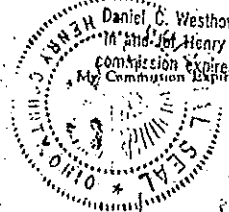
Witness:
X William C. Westhoven
Daniel C. Westhoven
X James B. Bowen (SEAL)
Margarit Bowen (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF Ohio COUNTY OF Henry SS. ACKNOWLEDGEMENT TO THE LEASE

On this 17th day of March, A.D., 19 72, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared James & Margarit Bowen

to me known as the person described in and who executed the foregoing instrument and acknowledged that I, the undersigned, had executed the same as THEIR free act and deed.

Daniel C. Westhoven, Notary Public in and for Henry County, Ohio, My Commission Expires 1-4-77 Acting in Henry County, Ohio



529827

OIL AND GAS LEASE

FROM TO No. Acres Section Township Range Date 19 Terms County

This instrument was filed for record on the 23rd day of March 19 72 at 11:09 o'clock, A.M., and duly recorded in Book 15 Page 535 of the records of this office. Mervin F. Hoffmeyer Attorney-at-Law

When Recorded Return to R. Kuehl Deputy

A S S I G N M E N T

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Richard L. Kimbrel, unmarried, hereinafter called Assignor, for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Callander & Kimbrel, Inc., hereinafter called Assignee, all his right, title and interest in and to the following oil and gas leases:

Leo E. Dibling and Gertrude A. Dibling lease to Richard L. Kimbrel dated February 6, 1972, on 160 acre tract in Damascus Township, Henry County, Ohio recorded in Lease Volume 15, page 397 of Lease Records of Henry County, Ohio. *NE + SE - 26*

Francis W. Flowers and Rosella Flowers lease to Richard Kimbrel dated February 4, 1972, on 160 acre tract in Damascus Township, Henry County, Ohio recorded in Lease Volume 15, page 387 of Lease Records of Henry County, Ohio. *SE - 36*

John F. Robison and Bonieta B. Robison lease to Richard Kimbrel dated February 6, 1972, on 80 acre tract in Damascus Township, Henry County, Ohio recorded in Lease Volume 15, page 403 of Lease Records of Henry County, Ohio. *SE - 26*

John F. Robison and Bonieta B. Robison lease to Richard Kimbrel dated February 6, 1972, on 40 acre tract in Damascus Township, Henry County, Ohio recorded in Lease Volume 15, page 401 of Lease Records of Henry County, Ohio. *SE - 35*

Richard C. Mowery and Dorothy E. Mowery lease to Richard Kimbrel dated February 9, 1972, on 60 acre tract in Damascus Township, Henry County, Ohio recorded in Lease Volume 15, page 413 of Lease Records of Henry County, Ohio. *NE + SE - 27*

John M. Eliss and Ruth D. Eliss lease to Richard Kimbrel dated February 10, 1972, on 40 acre tract in Damascus Township, Henry County, Ohio, recorded in Lease Volume 15, page 379 of Lease Records of Henry County, Ohio. *SE - 34*

George E. Vantassel and Ruth V. Vantassel lease to Richard Kimbrel dated February 15, 1972, on 40 acre tract in Damascus Township, Henry County, Ohio recorded in Lease Volume 15, page 425 of Lease Records of Henry County, Ohio. *NE - 36 - wrong Sec.*

George E. Vantassel and Ruth V. Vantassel lease to Richard Kimbrel dated February 15, 1972, on 65 acre tract in Damascus Township, Henry County, Ohio recorded in Lease Volume 15, page 423 of Lease Records of Henry County, Ohio. *SE + SW - 22*

Evelyn Erwen, Guardian of the Estate of Eunice Rudolph lease to Richard Kimbrel dated February 19, 1972, on 60 acre tract in Damascus Township, Henry County, Ohio, recorded in Lease Volume 15, page 431 of Lease Records of Henry County, Ohio. *SW - 35*

Harold E. Grater and Virginia M. Grater lease to Richard L. Kimbrel dated February 20, 1972, on 100 acre tract in Damascus Township, Henry County, Ohio, recorded in Lease Volume 15, page 435 of Lease Records of Henry County, Ohio. *SW + NW - 35*

*filed 7/26/72*



2018001824 Pages: 17  
Filed for Record in HENRY County, Ohio  
BRANDI BADEN, Recorder ERECORDING  
06/04/2018 01:23 PM Recording Fees: \$148.00  
EASEMENT OR BK: 313 PG: 18 - 34

AUDITORS OFFICE  
NOT TRANSFERRED  
06/04/2018  
*Kevin Ganniger*  
HENRY COUNTY AUDITOR

Prepared by and ~~Return to:~~  
SBA Network Services, LLC  
Attn: Denise Scherer  
8051 Congress Avenue  
Boca Raton, FL 33487  
561.226-9538

18012348

[Recorder's Use Above This Line]

STATE OF OHIO  
  
COUNTY OF HENRY

WHEN RECORDED RETURN TO:  
OLD PUBLIC TITLE  
ATTN: COMMERCIAL POST CLOSING  
530 SOUTH MAIN ST  
SUITE 1051  
AKRON OHIO 44311  
(330-436-6000)

Tax ID Number: 26-030010.0100

EASEMENT AGREEMENT

By and between David J. Bowers, a married man, as joined by his spouse, Betsy J. Bowers ("Grantor") with an address of 84139 563 Avenue, Stanton, NE 68779

and

SBA Towers, LLC, a Florida limited liability company ("Grantee") with an address of 8051 Congress Avenue, Boca Raton, FL 33487

By initialing below, the Grantor does hereby acknowledge that the Grantor has received, reviewed and approved this Easement Agreement in which the Easement described herein is granted from Grantor to Grantee.

Grantor initial(s) here: DTB BJB

**EASEMENT AGREEMENT**

This Easement Agreement ("Agreement") dated effective May 24, 2018, by and between David J. Bowers, a married man, as joined by his spouse, Betsy J. Bowers, with an address at 84139 563 Avenue, Stanton, NE 68779 ("Grantor") and SBA Towers, LLC, a Florida limited liability company, with an address of 8051 Congress Avenue, Boca Raton, FL 33487 ("Grantee").

**BACKGROUND**

Grantor is the owner of the real property described on Exhibit 'A' attached hereto (the "Premises"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

**AGREEMENTS**

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easements. Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns: (i) an exclusive easement (the "Exclusive Easement") in and to that portion of the Premises more particularly described on Exhibit 'B' hereto; and (ii) a non-exclusive easement in and to that portion of the Premises more particularly described on Exhibit 'C' hereto (the "Access and Utility Easement") (the Exclusive Easement and the Access and Utility Easement being collectively referred to herein as the "Easements"). The Easements shall be used for the purposes set forth in Section 6 hereof.

2. Private Easement. Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements, and interests herein created are private and do not constitute a grant for public use or benefit.

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions, and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them.

4. Duration. The duration of the Easements granted herein shall be fifty (50) years from the date of this Agreement ("Term") unless Grantee provides written, recordable notice of its intent to terminate this Agreement, in which event this Agreement and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. Grantor may not terminate this Agreement. In the event that the use of the Easements is abandoned by Grantee, or

its successors, then Grantor, or its successors, may terminate the Easements by providing legally sufficient evidence of such abandonment, and following such termination all right and title to the land constituting the Easements shall revert back to Grantor. Abandonment shall be deemed to have occurred if neither Grantee nor any of its affiliates, customers, tenants, subtenants, employees or agents utilize (such use shall be construed broadly to include, but not be limited to, use of the tower for the broadcast and receipt of telecommunications signals, maintenance of the tower or the equipment located on the Exclusive Easement, or maintenance and/or upkeep of the Easements) the tower site or facilities in any manner for a consecutive period of five (5) years, and, following the expiration of such 5 year period, do not respond within forty-five (45) days of Grantor's written notice to Grantee, which notice shall assert that non-response will result in termination of the Easements.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneous with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term of this Agreement.

6. Use of Easement Areas.

(a) Exclusive Easement. Grantee and its designated customers, lessees, sublessees, licensees, agents, successors and assigns shall have the unrestricted right to use the Exclusive Easement for installing, constructing, maintaining, operating, modifying, repairing and replacing improvements and equipment, which may be located on the Exclusive Easement from time to time, for the facilitation of communications and/or data related uses in connection therewith and other uses as deemed appropriate by Grantee, in its sole discretion. Grantee may make any improvements, alterations or modifications on or to the Easements as are deemed appropriate by Grantee, in its sole discretion. At all times during the term of this Agreement, Grantee shall have the exclusive right to use, and shall have free access to, the Easements seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the unrestricted and exclusive right to lease, sublease, license, or sublicense any structure or equipment on the Exclusive Easement and shall also have the right to license, lease or sublease to Grantee or third parties any portion of the Exclusive Easement, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement for any reason and shall not disturb Grantee's right to use the Exclusive Easement in any manner. Grantor and Grantee acknowledge that Grantee shall have the right to construct a fence around all or part of the Exclusive Easement, and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement.

(b) Access and Utility Easement. The Access and Utility Easement shall be used by Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns for ingress and egress from and to the Exclusive Easement, as well as the construction, installation, operation and maintenance of overhead and underground electric, water, gas, sewer, telephone, data transmission and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) with the right to construct, reconstruct, improve, add to, enlarge, change and remove such facilities, and to connect the same to utility lines located in a publicly dedicated right of way. Grantor shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantee or its tenants, lessees, sublessees, licensees, agents, successors and assigns

and Grantor shall not utilize the Access and Utility Easement in any manner that interferes with Grantee's or its tenants', lessees', sublessees', licensees', agents', successors' and assigns' use of such area. If the Access and Utility Easement is currently used by Grantor or its tenants, then Grantee shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantor or its tenants.

7. Equipment and Fixtures. Grantee's equipment, structures, fixtures and other personal property now or in the future on the Easements shall not be deemed to be part of the Premises, but shall remain the property of Grantee or its licensees and customers. At any time during the Term, Grantee or its customers shall have the right to remove their equipment, structures, fixtures and other personal property from the Easements. Grantee, upon termination of this Agreement, shall, within one hundred eighty (180) days, remove all improvements, fixtures, and personal property constructed or installed on the Easement Premises by Grantee and restore the Easement Premises to substantially the same condition prior to the construction of the tower, normal wear and tear and casualty excepted. Grantee shall not be required to remove any foundations, driveways, or underground cables or wires. All costs to restore the property are to be the responsibility of Grantee.

8. Assignment. Grantee may freely assign this Agreement, including the Exclusive Easement and the Access and Utility Easement and the rights granted herein, in whole or in part, to any person or entity (including but not limited to an affiliate of Grantee) at any time without the prior written consent of Grantor. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all responsibility hereunder.

9. Covenants and Agreements.

(a) Grantor represents and warrants that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances excluding, however, the Lease, and that it alone has full right to grant the Easements and assign the Lease (as such term is defined in Section 25 hereof). Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the Easements for the Term.

(b) During the Term, Grantor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. If Grantor fails to pay when due any taxes affecting the Premises, Grantee shall have the right but not the obligation to pay such taxes and demand payment therefore from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement. Grantee shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Grantee's facilities, but only for so long as this Agreement remains in effect.

(c) Grantor shall not cause the area comprising the Easements to be legally or otherwise subdivided from any master tract of which it is a part in such a way that the remaining tract containing the Easements is substantially the only use of the tract, nor shall Grantor cause the area comprising the Easements to be separately assessed for tax purposes. If it is determined by Grantee that the transfer of the Easements set forth herein requires or shall require the subdivision

of the Premises, and if Grantee, in its sole judgment, determines that it desires to seek subdivision approval, then Grantor agrees to cooperate with Grantee, at Grantee's expense, in obtaining all necessary approvals for such subdivision.

(d) Grantor shall not grant, create, or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Premises that would adversely affect Grantee's use of the Easements. Grantor has granted no outstanding options to purchase or rights of first refusal with respect to all or any part of the Premises and has entered into no outstanding contracts with others for the sale, mortgage, pledge, hypothecation, assignment, lease or other transfer of all or any part of the Premises and there are no leases, written or oral, affecting the lands underlying the Easements, all except for the Lease and Mortgage..

(e) Grantor has and will comply with all environmental, health and safety laws with respect to the Premises.

(f) Grantor has not received notice of condemnation of all or any part of the Premises, notice of any assessment for public improvements, or notices with respect to any zoning ordinance or other law, order, regulation or requirement relating to the use or ownership of such lands and there exists no violation of any such governmental law, order, regulation or requirement and there is no litigation pending or threatened, which in any manner affects the Easements.

(g) Grantor reaffirms and restates the representations contained in the Lease (as defined in Section 25) as though they were set forth in this Agreement. The representations and warranties made hereunder shall survive the Closing. Grantor agrees to indemnify, defend and hold harmless Grantee and its officers, directors, shareholders, agents and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein, in the Lease, or in any agreement executed in connection herewith.

10. Non-Disturbance. During the Term, Grantor will not improve or grant any other easement, ground lease, lease, license, sale or other similar interest of or upon the Premises if such improvement or interest would interfere with Grantee's use of the Easements nor shall Grantor during the Term enter into any other lease, license or other agreement for a similar purpose as set forth herein, on or adjacent to the Premises. Grantee and its tenants, lessees, sublessees, licensees, agents, successors, and assigns are currently utilizing the Exclusive Easement for the non-exclusive purpose of transmitting and receiving telecommunication signals. Grantor and Grantee recognize the Grantee's use of the easement rights set forth in this Agreement would be frustrated if the telecommunications signals were blocked, if an obstruction were built that would cause interference with such transmission, if access and/or utilities to and from the Exclusive Easement were partially and/or completely inhibited, or if Grantee's use was otherwise materially interfered with or prevented. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing, and shall promptly undertake any remedial action necessary to do so. Grantee shall have the express right to seek an injunction to prevent any of the activity prohibited by this Section 10.

11. Access and Utilities. To the extent not otherwise addressed herein, (or to the extent any access and utility easement specifically referenced herein, including but not limited to the Access and Utility Easement or the Exclusive Easement, if applicable, cannot, does not, or will not fully accommodate the access and utility needs of the Exclusive Easement at any time), Grantor hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns, full, complete, uninterrupted and unconditional access to and from the Exclusive Easement, seven days a week, 24 hours a day, over and across any adjacent property now or hereafter owned by Grantor, for, without limitation, ingress and egress to and from the Exclusive Easement, as well as the construction, installation, location, maintenance, relocation and repair of overhead and/or underground utility connections, including electric, telephone, gas, water, sewer, and any other utility connection, provided that Grantee shall repair any damages to the Premises caused by such access. This easement, and the rights granted herein, shall be assignable by Grantee to any public or private utility company to further effect this provision. Grantor agrees to maintain all access roadways from the nearest public right of way to the Exclusive Easement in a manner sufficient to allow for pedestrian and vehicular access to the Exclusive Easement at all times. If it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement are not encompassed within the description of the Access and Utility Easement set forth herein, then Grantor and Grantee agree to amend the description of the Access and Utility Easement set forth herein to include the description of such areas. If it becomes necessary to relocate any of the utility lines that serve the Exclusive Easement, Grantor hereby consents to the reasonable relocation for such utility lines upon the premises for no additional consideration, and hereby agrees to reasonably cooperate with Grantee to create a revised legal description for Access and Utility Easement that will reflect such relocation.

12. Mortgagees' Continuation Rights and Notice and Cure. Grantee may from time to time grant to certain lenders selected by Grantee and its affiliates (the "Lender") a lien on and security interest in Grantee's interest in this Agreement and all assets and personal property of Grantee located on the Easements, including, but not limited to, all accounts receivable, inventory, goods, machinery and equipment owned by Grantee ("Personal Property") as collateral security for the repayment of any indebtedness to the Lender. Should Lender exercise any rights of Grantee under this Agreement, Grantor agrees to accept such exercise of rights by Lender as if same had been exercised by Grantee. If there shall be a monetary default by Grantee under the Agreement, Grantor shall accept the cure thereof by Lender within fifteen (15) days after the expiration of any grace period provided to Grantee under this Agreement to cure such default, prior to terminating this Agreement (if permitted by the terms hereof). If there shall be a non-monetary default by Grantee under this Agreement, Grantor shall accept the cure thereof by Lender within thirty (30) days after the expiration of any grace period provided to Grantee under this Agreement to cure such default, prior to terminating this Agreement (if permitted by the terms hereof). Hereafter, this Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lender's interest therein or surrendered, terminated or cancelled, without the prior written consent of Lender. If the Agreement is terminated or is rejected in any bankruptcy proceeding, Grantor will enter into a new easement agreement with Lender or its designee on the same terms as this Agreement within 15 days of Lender's request made within 30 days of notice of such termination or rejection, provided Lender pays all past due amounts under the Agreement, if any. The foregoing is not applicable to normal expirations of this Agreement. Grantor hereby agrees to subordinate any security interest, lien, claim or other similar

right, including, without limitation, rights of levy or distraint for rent, Grantor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lender, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Grantor's assets. Simultaneous with any notice of default given to Grantee under the terms of this Agreement, Grantor shall deliver of copy of such notice to Lender at an address to be provided by Grantee.

13. Notices. All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at the address set forth below (or at such other address designated in writing pursuant to the terms hereof):

To Grantor: David J. Bowers  
84139 563 Avenue  
Stanton, NE 68779

To Grantee: SBA Towers, LLC  
8051 Congress Avenue  
Boca Raton, FL 33487  
Attn: Legal Dept.

14. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

15. Recording. This Agreement shall be recorded at either Grantor's or Grantee's option.

16. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth where the Premises are located.

17. Captions and Headings. The captions and headings in this Agreement are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Agreement.

18. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantee.

19. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

20. Severability. If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the grant of the Easements shall convert to a ground lease between Grantor, as lessor, and Grantee, as lessee, (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth in Section 6 hereof, and containing other terms and conditions acceptable to both parties; provided that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the Exclusive Easement or to permit sublessees or licensees to utilize the Access and Utility Easement; nor shall Grantor be entitled to any additional consideration in connection with such subleases and licenses; and provided that the delivery of the consideration paid by Grantee to Grantor for the Easements at the execution of this Agreement shall constitute the prepayment of rent under such ground lease for an extended term of 50 years.

21. Attorney's Fees. If there is any legal action or proceeding between Grantor or Grantee arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

22. Entire Understanding and Amendment. This Agreement and the closing documents executed in connection therewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressed herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement and signed by each of the parties hereto.

23. Zoning. To the extent any improvements, whether now or in the future existing, upon the Exclusive Easement do not meet zoning or other land-use requirements, or to the extent such improvements may otherwise have to be constructed and/or relocated, Grantor hereby consents to the reasonable construction and/or relocation of such improvements to accommodate such requirements and agrees to reasonably cooperate with Grantee to create a revised legal description for the Exclusive Easement and the Access and Utility Easement. Grantor hereby



covenants and agrees that neither Grantor nor an affiliate of Grantor shall at anytime file an opposition to a zoning or land use application of Grantee or in any way publicly oppose Grantee at a zoning hearing or other land use proceedings in connection with the Premises and the Easements; and that Grantor shall promptly cooperate with Grantee in making application for obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easements.

24. Rule Against Perpetuities. If the rule against perpetuities or any other rule of law would invalidate the Easements or any portion or provision hereof or would limit the time during which the Easements or any portion or provision hereof shall be effective due to the potential failure of an interest in property created herein to vest within a particular time, then each such interest in property shall be effective only from the date hereof until the passing of twenty (20) years after the death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the state in which the Premises is located who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

25. Assignment of Ground Lease. The parties hereby recognize and agree that the Premises is currently subject to that certain Communications Site Lease Agreement (Ground), dated April 15, 1998, by and between James B. and Margaret E. Bowers, Trustees of the James B. and Margaret E. Bowers Living Trust, predecessor in interest to Grantor, and Grantee, successor by conversion to SBA Towers, Inc., a Florida corporation, as evidenced by that certain Memorandum of Agreement, dated January 28, 1999, and recorded April 30, 1999, in Official Record Volume 49, Page 1176, of Henry County, Ohio, as amended and assigned from time to time (collectively, the "Lease"). It is the intention of the parties that the interest created by this Agreement, including the Lease, shall not merge into any other interest now or hereafter held by Grantee and such interests shall remain separate and distinct interests in the underlying real property. Grantor hereby acknowledges that there currently exists no default under the Lease and no conditions that, with the passage of time, would constitute defaults under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee, all of its rights, title and interests under the Lease arising or accruing on or after the date of this Agreement and Grantee hereby accepts, assumes and agrees to be bound by all the terms and conditions which are the responsibility of the landlord under the Lease. Grantor hereby releases and forever discharges Grantee from all claims arising under the Lease. Grantor hereby agrees to indemnify and agrees to hold Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising on or before the date of this Agreement. Grantee hereby agrees to indemnify and agrees to hold Grantor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising after the date of this Agreement.

26. Cure Period: Default. No party to this Agreement shall be in default of the terms thereof until thirty (30) days following the date of the defaulting party's receipt of notice of default from the non-defaulting party. In the event such default is not reasonably capable of cure within

such thirty (30) day period and such defaulting party promptly and diligently pursues the cure of such default during such cure period, such cure period shall be extended for so long as the defaulting party diligently pursues such cure for a maximum of ninety (90) additional days. In no event shall Grantor be entitled to terminate this Agreement as a result of or remedy for any breach or default thereunder by Grantee. In the event Grantor fails to comply with the terms of this Agreement, Grantee may, in its sole and absolute discretion, cure any such default, and to the extent Grantee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Grantee pays on behalf of Grantor), Grantor agrees to promptly reimburse Grantee for such expenses incurred and hereby grants Grantee a security interest and lien in the Premises and the parent parcel in which it is located, if any, to secure Grantor's obligation to repay such amounts to Grantee.

27. Exclusivity. As part of Grantee's right to the undisturbed use and enjoyment of the Easements, Grantor shall not at any time during the term of this Agreement (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Grantor for any of the uses permitted herein or other uses similar thereto, or (ii) grant any interest or an option to acquire any interest in any portion of the Premises that permits (either during the term of this Agreement and/or after the term hereof) any of the uses permitted under this Agreement or other uses similar thereto without the prior written consent of Grantee, in Grantee's sole discretion. The phrase "or other uses similar thereto" as used herein shall include, without limitation, the transmission, reception or relay of communications signals and/or data by way of small cells, distributed antenna systems, data centers, C-RAN or fiber. Grantor may not assign any Easement Payment or this Agreement or any rights hereunder, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Grantee, in Grantee's sole and absolute discretion.

28. Further Acts; Attorney-In-Fact. Grantor shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may reasonably require to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor's attorney-in-fact coupled with an interest to prepare, execute and deliver land-use and zoning applications, and any other documents that a municipality may require, concerning the tower or the tower facilities, on behalf of Grantor with federal, state and local governmental authorities, and upon request, will sign a separate power of attorney to such effect.

29. Insurance: Grantee shall maintain commercial general liability insurance, naming Grantor as an additional insured, with limits of not less than \$2,000,000 combined single limit per occurrence, with a certificate of insurance to be furnished to Grantor within 30 days of written request by Grantor. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.

WITNESSES:

GRANTOR:

Michael A Eborly  
Print Name: Michael A Eborly

David J Bowers  
David J. Bowers

Terry L Price  
Print Name: Terry L Price

STATE OF NEBRASKA )  
COUNTY OF Madison )ss

On this 4 day of May, 2018, before me a Notary Public, duly commissioned and qualified in said County and State, personally appeared David J. Bowers, to me personally known, who being by me duly sworn, and acknowledged the execution of the instrument to be his voluntary act and deed and by him voluntarily executed.

Witness my hand and notarial seal this 4 day of May, 2018.



Gloria J. Spence  
Notary Public  
Print Name: Gloria J Spence  
My Commission Expires: 5-27-19

(NOTARY SEAL)

WITNESSES:

JOINED AND CONSENTED TO BY:

Michael A Eberty  
Print Name: Michael A Eberty

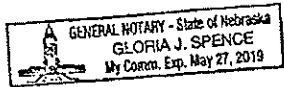
Betsy J Bowers  
Betsy J Bowers

Terry L Price  
Print Name: Terry L Price

STATE OF NEBRASKA )  
COUNTY OF Madison )ss

On this 4 day of May, 2018, before me a Notary Public, duly commissioned and qualified in said County and State, personally appeared Betsy J. Bowers, to me personally known, who being by me duly sworn, and acknowledged the execution of the instrument to be her voluntary act and deed and by her voluntarily executed.

Witness my hand and notarial seal this 4 day of May, 2018.



(NOTARY SEAL)

Gloria J Spence  
Notary Public  
Print Name: Gloria J. Spence  
My Commission Expires: 5-27-19

WITNESSES:

GRANTEE:

SBA Towers, LLC, a Florida limited liability company

*Taylor Andino*  
Print Name: TAYLOR ANDINO

By: *Thomas P. Hunt*  
Thomas P. Hunt  
Executive Vice President & General Counsel

*Densen M. Scherer*  
Print Name: DENSEN M. SCHERER

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24 day of May, 2018 by Thomas P. Hunt, the Executive Vice President and General Counsel of SBA Towers, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.



Kaela Feliciano  
Commission # GG023882  
Expires: August 23, 2020  
Bonded thru Aaron Notary

*Kaela Feliciano*  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

EXHIBIT 'A'

Premises

PARENT PARCEL DESCRIPTION (AS PROVIDED):

SITUATED IN THE TOWNSHIP OF LIBERTY, COUNTY OF HENRY, STATE OF OHIO, DESCRIBED AS FOLLOWS:

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 3 IN TOWNSHIP 5 NORTH OF RANGE 7 EAST, SUBJECT TO THE RIGHT OF WAY OF THE WABASH RAILROAD, NOW KNOWN AS MAUMEE-WESTERN RAILROAD, AND SUBJECT TO AN EASEMENT HERETOFORE GRANTED TO THE TOLEDO EDISON COMPANY TO OPERATE AND MAINTAIN LINES FOR THE TRANSMISSION OF ELECTRICITY ACROSS SAID PARCEL OF LAND.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND CONVEYED TO DAVID J. BOWERS, GRANTEE, FROM DAVID J. BOWERS AND BETSY J. BOWERS, HUSBAND AND WIFE, GRANTOR, BY WARRANTY DEED RECORDED 08/13/2014, IN BOOK 286, PAGE 1714, OF THE HENRY COUNTY RECORDS, DESCRIBED AS FOLLOWS:

SITUATED AS PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 7 EAST, LIBERTY TOWNSHIP, HENRY COUNTY, OHIO, ALSO BEING PART OF A 77 ACRE TRACT OF LAND AS RECORDED IN OFFICIAL RECORD VOLUME 260, PAGE 1783 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BOAT SPIKE FOUND MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 3, ALSO BEING THE INTERSECTION OF THE CENTERLINES OF TOWNSHIP ROAD 10 AND COUNTY ROAD S AND THE POINT OF BEGINNING;

THENCE SOUTH 90° 00' 00" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 3 AND THE CENTERLINE OF ROAD S A DISTANCE OF 324.21 FEET TO A MAG NAIL SET; THENCE ALONG A NEW DIVISION THE FOLLOWING THREE (3) COURSES:

SOUTH 00° 46' 46" WEST A DISTANCE OF 309.96 FEET TO A 5/8 INCH REBAR WITH ID CAP SET AND PASSING A 5/8 INCH WITH ID CAP SET AT 20.00 FEET;

SOUTH 73° 38' 30" WEST A DISTANCE OF 118.30 FEET TO A 5/8 INCH REBAR WITH ID CAP SET; SOUTH 87° 12' 58" WEST A DISTANCE OF 211.55 FEET TO A 5/8 INCH REBAR WITH ID CAP SET ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 3, PASSING A 5/8 INCH REBAR WITH ID CAP SET AT 186.55 FEET;

THENCE NORTH 00° 46' 46" EAST ALONG SAID WEST LINE AND THE CENTERLINE OF TOWNSHIP ROAD 10 A DISTANCE OF 353.56 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO DAVID J. BOWERS, GRANTEE, FROM JAMES B. BOWERS AND MARGARET E. BOWERS, TRUSTEES UNDER THE JAMES B. AND MARGARET E. BOWERS LIVING TRUST DATED MAY 5, 1993, GRANTOR, BY WARRANTY DEED RECORDED 07/06/2011, IN BOOK 260, PAGE 1783, OF THE HENRY COUNTY RECORDS.

TAX I.D. NUMBER: 26-030010.0100

**EXHIBIT 'B'**

Exclusive Easement

**EXCLUSIVE EASEMENT AREA (AS SURVEYED):**

Situated in the Township of Liberty, County of Henry, and State of Ohio. Known as being a part of the West Half of the Northwest Quarter of Section 3, Township 5 North, Range 7 East, being a 6,175 square foot Exclusive Easement Area over and upon a parcel of land now or formerly conveyed to David J. Bowers as recorded in Deed Vol. 260 Page 1783 of Henry County records and being more particularly described as follows:

Commencing at a Boat Spike found at the West Quarter Corner of said Section 3, also being along the centerline of Township Road 10, a 50 foot wide public right-of-way; thence North 01°29'40" East, along said west section line, a distance of 374.71 feet; thence South 89°36'54" East, departing said west line, a distance of 25.00 feet to a point along the easterly right-of-way line of said Township Road 10; thence continuing South 89°36'54" East, across said David J. Bowers parcel, a distance of 307.81 feet to the Place of BEGINNING;

thence South 89°36'54" East, a distance of 65.00 feet;  
thence South 00°23'06" West, a distance of 95.00 feet;  
thence North 89°36'54" West, a distance of 65.00 feet;  
thence North 00°23'06" East, a distance of 95.00 feet to the Point of Beginning and containing 0.142 acre (6,175 square feet) of land, more or less.



**EXHIBIT 'C'**

Access and Utility Easement

**NON-EXCLUSIVE ACCESS & UTILITY EASEMENT (AS SURVEYED):**

Situated in the Township of Liberty, County of Henry, and State of Ohio. Known as being a part of the West Half of the Northwest Quarter of Section 3, Township 5 North, Range 7 East, being a 7,866 square foot Non-Exclusive Access & Utility Easement over and upon a parcel of land now or formerly conveyed to David J. Bowers as recorded in Deed Vol. 260 Page 1783 of Henry County records and being more particularly described as follows:

Commencing at a Boat Spike found at the West Quarter Corner of said Section 3, also being along the centerline of Township Road 10, a 50 foot wide public right-of-way; thence North 01°29'40" East, along said west section line, a distance of 374.71 feet; thence South 89°36'54" East, departing said west line, a distance of 25.00 feet to a point along the easterly right-of-way line of said Township Road 10 being the Place of BEGINNING;

thence South 89°36'54" East, across said David J. Bowers parcel, a distance of 307.81 feet;  
thence South 00°23'06" West, a distance of 66.90 feet;  
thence North 89°36'54" West, a distance of 24.97 feet;  
thence North 25°33'20" West, a distance of 52.15 feet;  
thence North 89°36'54" West, a distance of 260.41 feet to a point along said easterly right-of-way line of Township Road 10;  
thence North 01°29'40" East, along said right-of-way line, a distance of 20.00 feet to the Point of Beginning and containing 0.181 acre (7,866 square feet) of land, more or less.

TRICOUNTY RURAL ELECTRIC COOPERATIVE, INC.
ELECTRIC LINE RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (whether one or more), for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to TRICOUNTY RURAL ELECTRIC COOPERATIVE, INC., an Ohio corporation (hereinafter called "Tricounty") whose post office address is P.O. Box 100, Malinta, Ohio, and to its successors and assigns, the right to enter upon the lands and property of the undersigned, situated in the Township of Liberty, County of Henry, State of Ohio, and more particularly described as follows:

The West half of the Northwest quarter of Section 3 in Township 5 North of Range 7 East, subject to the right of way of the Wabash Railroad, and subject to an easement heretofore granted to the Toledo Edison Company to operate and maintain lines for the transmission of electricity across said parcel of land.

11686 RECEIVED & RECEIVED

SEP 17 1998 2:17 PM ARLENE WALLACE, RECORDER HENRY COUNTY, OHIO

and to construct, reconstruct, rephase, relocate, repair, extend, operate and maintain on, over, across, under, and through the above described lands and property and/or all streets, roads or highways abutting said land and property, electric transmission and/or distribution lines or systems; to make such excavation as many be reasonably necessary to carry out the foregoing acts in respect to any underground lines or systems; to cut, trim and control the growth of by chemical means, machinery or otherwise vegetation that may interfere with or threaten to endanger the operation and maintenance of said lines or systems; and to license, permit, or otherwise agree to the joint use or occupancy of the lines or systems by any other person, association or corporation, for electrification, telephone or other utility purposes.

\* With the exceptions as noted below The undersigned agrees that all poles, wires and other facilities including any main service entrance equipment, installed on, over, across, under, or through the above described lands and property at Tricounty's expense shall remain the property of Tricounty, removable at its option, upon termination of service to said lands or property.

It is covenanted by the undersigned that the undersigned is the owner of the above described lands and property and that said lands and property are free and clear of encumbrances and liens and whatever character except the lien of current taxes.

IN WITNESS WHEREOF, the hand of the undersigned has been set this 15th day of Sept. 1998.

Signed and delivered in the presence of:

Diene Von Deylen Witness
Gary L. Bostelman Witness

James B. Bowers, Trustee Owner
Margaret E. Bowers, Trustee Owner

STATE OF OHIO
COUNTY OF Henry

BE IT REMEMBERED, that on this 15th day of Sept. 1998, before me, the subscriber, a Notary Public in and for said County, personally came the above named James B. Bowers, Trustee and Margaret E. Bowers, Trustee in the foregoing statement and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have herunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\* This easement shall be limited to the installation of underground primary and secondary electrical lines, plus underground telephone and telecommunication lines to serve the Nextel Communications Tower and facilities.

GARY BOSTELMAN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES NOV. 14, 1999

9900002790  
Filed for Record in  
HENRY COUNTY OHIO  
ARLENE A WALLACE  
On 04-20-1999 at 10:08:00 am.  
AGREEMENT 22.00  
DR Volume 49 Page 1176 - 1179

9900002790  
S B A  
1 TOWN CENTER CIR FLR 3  
BOCA RATON, FL 33486

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to: SBA Towers, Inc.  
One Town Center, Third Floor  
Boca Raton Florida, 33486  
Attention: Site Administration

This Memorandum of Agreement is entered into on this 28<sup>th</sup> day of January, 1999, by and between James B. and Margaret E. Bowers Living Trust, a Living Trust, with an address of 984 Co. Rd. 19, Napoleon, OH 43545 (hereinafter referred to as "Lessor") and SBA Towers, Inc., a Florida corporation, with an office at: One Town Center, Third Floor, Boca Raton, Florida 33486, (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ("Agreement") on the 15<sup>th</sup> day of April, 1998, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on October 1, 1998 or the commencement of construction, whichever first occurs ("Commencement Date"), and terminating on the fifth anniversary of the Commencement Date with five (5) successive five (5) year terms to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR: James B. and Margaret E. Bowers Living Trust

By: James B. Bowers  
James B. Bowers  
Co-Trustee

Date: 1/23/99

By: Margaret E. Bowers  
Margaret E. Bowers  
Co-Trustee

Date: January 23, 1999

LESSOR WITNESSES:

Sharon Borsos

Sign Name

Sharon Borsos

Print Name

Sharon Miller

Sign Name

Sharon Miller

Print Name

9442NAPK117601026-01

LESSEE: SBA Towers, Inc., a Florida corporation

By: Lawrence M. Weisberg  
Lawrence M. Weisberg  
Director of Site Administration/Corporate Counsel

Date: January 28, 1999

LESSEE WITNESSES:

Sharon Borsos

Sign Name

Sharon Borsos

Print Name

Sharon Miller

Sign Name

Gloria M. Evans

Print Name

LESSOR: James B. and Margaret E. Bowers Living Trust

STATE OF Ohio

COUNTY OF Henry

On Jan 23 1999, before me, Mason Bowers, Notary Public, personally appeared James B. Bowers and Margaret E. Bowers, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Mason Bowers (SEAL)  
Notary Public

My commission expires: By commission expiration date 10/22/01

LESSEE: SBA Towers, Inc.

STATE OF Florida

COUNTY OF Palm Beach

On January 28 1999, before me, Lena Arnett, Notary Public, personally appeared Lawrence M. Weisberg, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lena Arnett (SEAL)  
Notary Public

My commission expires:  Lena Arnett  
MY COMMISSION EXPIRES  
September 8, 2001  
KINGS POLY TECH THE MEASUREMENT, INC.

This instrument prepared by: Lena Arnett for: SBA Towers, Inc. One Town Center, Third Floor Boca Raton, Florida 33486 (561) 995-7670	After recording, return to: Site Administration SBA Towers, Inc. One Town Center, Third Floor Boca Raton, Florida 33486 (561) 995-7670
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EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated April 15, 1998, by and between James B. and Margaret E. Bowers Living Trust, as Lessor, and SBA Towers, Inc., a Florida corporation, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

LEASE PARCEL

PART OF THE NW ¼ OF SECTION 3, T5N-R7E, LIBERTY TOWNSHIP, HENRY COUNTY, OHIO, BEING FURTHER DESCRIBED AS COMMENCING AT THE W ¼ CORNER OF SAID SECTION; THENCE N. 01° 19' 08" E. 365.00 FEET, ALONG THE WEST SECTION LINE; THENCE S. 89° 47' 26" E. 335.00 FEET TO THE POINT OF BEGINNING; THENCE N. 00° 12' 34" E. 10.00 FEET; THENCE S. 89° 47' 26" E. 65.00 FEET; THENCE S. 00° 12' 34" W. 95 FEET; THENCE N. 89° 47' 26" W. 65.00 FEET; THENCE N. 00° 12' 34" E. 85.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.14 ACRES, MORE OR LESS.

EASEMENT

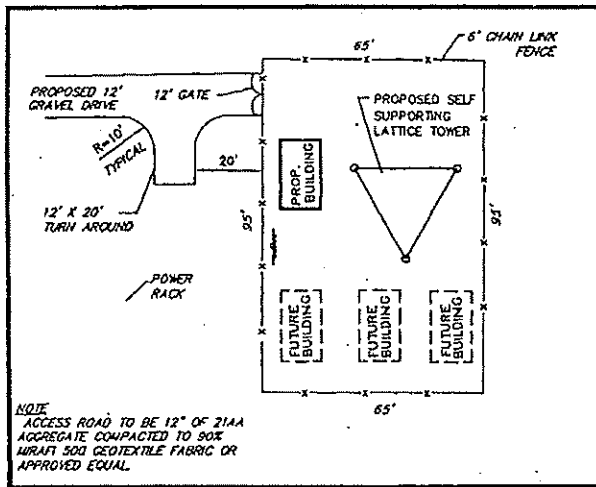
A 20.00 FOOT WIDE EASEMENT 10.00 FEET EACH SIDE OF A CENTER LINE DESCRIBED AS A PART OF THE NW ¼ OF SECTION 3, T5N-R7E, LIBERTY TOWNSHIP, HENRY COUNTY, OHIO, BEING FURTHER DESCRIBED AS COMMENCING AT THE W ¼ CORNER OF SAID SECTION; THENCE N. 01° 19' 08" E. 365.00 FEET, ALONG THE WEST SECTION LINE, TO THE POINT OF BEGINNING, THENCE S. 89° 47' 26" E. 335.00 FEET TO A POINT OF ENDING.

9442/NA/POLEONOH0266-01

EXHIBIT B  
DESCRIPTION OF PREMISES

to the Agreement dated April 15, 1998, by and between James B. and Margaret E. Bowers Living Trust, as Lessor, and SBA Towers, Inc., a Florida corporation, as Lessee.

The Premises are described and/or depicted as follows:



Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
  2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
  3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
- The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.
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