



**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

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

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

**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- 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.
4. **COMPANY'S RIGHT TO AMEND**  
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - comply with the Schedule B, Part I – Requirements;
    - eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
    - acquire the Title or create the Mortgage covered by this Commitment.
  - The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - The Company is not liable for the content of the Transaction Identification Data, if any.
  - The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
  - The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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COMMONWEALTH LAND TITLE INSURANCE  
COMPANY  
P.O. Box 45023, Jacksonville, FL 32232-5023



By: \_\_\_\_\_  
Michael J. Nolan, President



By: \_\_\_\_\_  
Marjorie Nemzura, Secretary

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

Issuing Agent: Connolly, Hillyer & Welch Title Services Inc.  
 Issuing Office: 223 Fair Ave NW  
 New Philadelphia, OH 44663  
 Issuing Office's ALTA® Registry ID: 1077942  
 Loan ID Number:  
 Commitment Number: 2025-130  
 Issuing Office File Number: 2025-130  
 Property Address: 1357 Cinder Road Southeast, Bergholz, OH 43908  
 Revision Number:

**SCHEDULE A**

1. Commitment Date: March 19, 2025 at 8:00 AM
2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy
 

Proposed Insured:	<b>TBD</b>
Proposed Amount of Insurance:	<b>\$</b>
The estate or interest to be insured:	<b>fee simple</b>
  - (b) 2021 ALTA Loan Policy
 

Proposed Insured:	
Proposed Amount of Insurance:	<b>\$</b>
The estate or interest to be insured:	<b>fee simple</b>
3. The estate or interest in the Land at the Commitment Date is:  
fee simple
4. The Title is, at the Commitment Date, vested in:  
George B. Naff and Naomi K. Naff, Trustees of The Family Trust of George B. Naff and Naomi K. Naff dated November 15, 2001 by deed from George B. Naff and Naomi K. Naff, husband and wife dated 11/27/2001 and recorded with Carroll County Recording Office on 12/20/2001 in Book 303, Page 588 Official Records of Carroll County, Ohio.
5. The land is described as follows:  
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

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**CONNOLLY, HILLYER & WELCH TITLE  
SERVICES INC.**

223 Fair Ave NW, New Philadelphia, OH 44663  
Telephone: (330) 602-1800

**COMMONWEALTH LAND TITLE INSURANCE  
COMPANY**

P.O. Box 45023, Jacksonville, FL 32232-5023

Countersigned by:

Brett Hudson Hillyer, License #1092167  
Connolly, Hillyer & Welch Title Services Inc., License  
#27872

By: \_\_\_\_\_  
Michael J. Nolan, President

By: \_\_\_\_\_  
Marjorie Nemzura, Secretary

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**SCHEDULE B, PART I – Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Duly authorized and executed Deed from George B. Naff and Naomi K. Naff, Trustees of The Family Trust of George B. Naff and Naomi K. Naff dated November 15, 2001, to TBD, to be executed and provided at closing.

Duly authorized and executed Mortgage from TBD, to \_\_\_\_\_, securing its loan in the amount of \$\_\_\_\_\_.

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**SCHEDULE B, PART II – Exceptions**

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto
8. Pursuant to O.R.C. Section 1529.31(D), the following exception will appear on any loan policy: Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy
9. No liability is assumed for tax increases occasioned by retroactive revaluation arising out of the change in land usage, on account of errors or omissions and changes in the valuation of the property by legally constituted authorities.
10. PPN: 17-0000457-000  
Description: 4-12-23 PT E/2 NE 9.056A  
Assessed Valuation: \$7,770.00-\$0.00-\$7,770.00; CAUV: \$ 760.00  
Appraised Valuation: \$22,200.00-\$0.00-\$22,200.00; CAUV: \$2,160.00  
Taxes and Special Assessments: \$12.10  
Taxes and Special Assessments for tax year 2023 are paid;  
Taxes and Special Assessments for the first half of tax year 2024 are paid;  
Taxes and Special Assessments for the second half of the tax year 2024 are paid;  
Taxes and Special Assessments for tax year 2025 and thereafter are a lien on said premises but are not yet due and available for payment;  
No liability is assumed for tax increases occasioned by retroactive revaluation change in land usage, or loss of any homestead exemption status for insured premises.

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11. PPN: 17-0000458-000  
Description: 4-12-24 E/2 SE 75.216A  
Assessed Valuation: \$62,670.00-\$0.00-\$62,670.00; CAUV: \$10,560.00  
Appraised Valuation: \$179,050.00-\$0.00-\$179,050.00; CAUV: \$30,160.00  
Taxes and Special Assessments: \$168.10  
Taxes and Special Assessments for tax year 2023 are paid;  
Taxes and Special Assessments for the first half of tax year 2024 are paid;  
Taxes and Special Assessments for the second half of the tax year 2024 are paid;  
Taxes and Special Assessments for tax year 2025 and thereafter are a lien on said premises but are not yet due and available for payment;  
No liability is assumed for tax increases occasioned by retroactive revaluation change in land usage, or loss of any homestead exemption status for insured premises.
12. Subject to the Right Of Way of Pipeline, to Utica Gas Services, LLC., recorded in Book 80, Page 1662 in the official records of the Carroll County Recording Office.
13. Subject to the Right Of Way of Pipeline to Utica Gas Services, LLC., recorded in Book 80, Page 2072 in the official records of the Carroll County Recording Office.
14. Subject to the Right Of Way of Pipeline to Utica Gas Services, LLC., recorded in Book 80, Page 2070 in the official records of the Carroll County Recording Office.
15. Subject to the Right Of Way of Pipeline to Cardinal Gas Services, LLC., recorded in Book 82, Page 1142 in the official records of the Carroll County Recording Office.
16. Subject to an Extension of Pipeline Right of Way recorded in Volume 86, page 4043 Official Records of Carroll County, Ohio.
17. Subject to a Temporary Road Use Agreement recorded in Volume 88, Page 3444 Official Records of Carroll County, Ohio.
18. Subject to an Extension of Pipeline Right of Way recorded in Volume 91, Page 2533 Official Records of Carroll County, Ohio.
19. Subject to an Extension of Pipeline Right of Way recorded in Volume 91, Page 2531 Official Records of Carroll County, Ohio.
20. Subject to a Surface Use Agreement recorded in Volume 93, page 4541 Official Records of Carroll County, Ohio.
21. Subject to an Oil & Gas Lease to Erie Petroleum Corp, recorded in Volume 54, Page 620 Lease Records of Carroll County, Ohio. \*\*\*Subject to Assignments\*\*\*
22. This property is under Auditor's Agricultural Land tax list and if premises are removed from program a recoupment charge will be added to future tax statements.

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**EXHIBIT "A"**

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

Situated in Lee Township, Carroll County, State of Ohio:

\*\*\*SEE ATTACHED LEGAL DESCRIPTION\*\*\*

PPN: 17-0000457.000 \* 17-0000458.000

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## Legal Description

### FIRST TRACT:

Being Known as the East part of the Southeast quarter of Section twenty four (24), Township twelve (12), Range four (4) in the Steubenville Land District, containing Eighty (80) Acres, more or less.

### SECOND TRACT:

A small triangular tract of land in the Northwest corner of the East half of the northeast quarter of Section twenty three (23), Township twelve (12), Range four (4), and said tract being north of the road leading to the Thomas E. Carson farm, and being more particularly described as follows: Beginning for boundary on the half section line and at the northeast corner of said east half of the northeast quarter; thence along the half quarter line 41 rods more or less to a point in the center of the road leading to the Thomas E. Carson farm; thence in a northeasterly direction along the center of the aforesaid road 70 rods more or less to a point to intersect the north section line of said northeast quarter; thence in a westerly direction along the north section line of said northeast quarter 44 rods, more or less, to the place of beginning, containing nine and three tenths (9.3) acres, more or less.

EXCEPTING AND RESERVING FROM TRACT ONE known as being a part of the Southeast Quarter of Section twenty-four (24), Township twelve (12), Range four (4) and being a part of that land conveyed to John Carpenter as recorded in Deed Volume 127 at Page 66 of the Carroll County Deed Records and described as follows: Beginning at an iron pin at the Southeast corner of said section twenty-four (24); thence North 86 degrees 50' West with the south line of Section twenty-four (24), a distance of 556.51 feet to an iron pin and passing through an iron pin at 208.71 feet and 339.16 feet; thence North 12 degrees 06' 17" West, a distance of 152.31 feet to an iron pin; thence North 47 degrees 25' 49" East a distance of 514.0 feet to a railroad spike in County Road 67 and passing through an iron pin at 230.0 feet; thence South 21 degrees 31' 28" East a distance of 567.52 feet to the place of beginning. CONTAINING 4.0 acres of land be the same more or less and subject to all legal highways.

ALSO SAVE AND EXCEPTING OUT OF TRACT ONE AND TRACT TWO known as being a part of the Northeast quarter of Section twenty-three (23) and the southeast quarter of section twenty -four (24), Township twelve (12), Range four (4), Lee township, Carroll county, Ohio. Beginning at the north east corner of section 23, thence north 86 degrees 30' west 556.71 feet to an iron pin and the true place of

beginning for the tract herein described; thence continuing north 86 degrees 30' west along the section line 37.95 feet; thence South 6 degrees 39' 50" West 111.71 feet; thence North 83 degrees 20' 10" West 90.00 feet to an iron pin; thence North 4 degrees 11' 55" East 258.26 feet to an iron pin; thence North 4 degrees 00' 50" East 203.76 feet to an iron pin; thence South 83 degrees 20' 10" East 90.00 feet to an iron pin thence South 4 degrees 00' 50" West 203.76 feet to an iron pin; thence South 12 degrees 06' 17" East 152.31 feet to an iron pin and the true place of beginning. CONTAINING 0.244 of an acre more or less in the north east quarter of Section 23, and 0.784 of an acre in the southeast quarter of Section 24.

LEAVING REMAINING AFTER SAID EXCEPTION S 84.272 Acres, more or less

200900002481 *mail*  
Filed for Record in  
CARROLL COUNTY, OHIO  
PATRICIA J. DYER, RECORDER  
06-24-2009 At 12:44 PM.  
DIL GAS LS 36.00  
OR Book 54 Page 620 - 622

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 12 day of June, 2009 by and between George B. Naff & Naomi K. Naff, Trustees of The Family Trust of George B. Naff & Naomi K. Naff, did 11/15/01, of 34545 Sherbrook Park Drive, Solon, Ohio 44139 hereinafter called the LESSOR, and Eric Petroleum Corporation of 6075 Silica Road, Suite A, Austintown, Ohio 44515, hereinafter called the LESSEE.

WITNESSETH:  
1. That the Lessor, for and in consideration of one dollar (\$1.00) and other valuable consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, for the purpose of drilling, operation for, producing and removing oil and gas and all the constituents thereof, and of injecting air, gas brine and other substances from any source and into any subsurface strata, other than potable water strata and workable coal strata, (including but not limited to the right to inject any wells on the leasehold property and to otherwise conduct all such secondary or tertiary operations as may be required in the opinion of the Lessee,) and to transport by pipelines or otherwise across and through said lands oil, gas and their constituents from the subject and other lands, regardless of the source of such gas or the location of the wells, which right to transport gas from other properties across the leasehold premises shall survive the term of this lease for so long as the transportation of such gas may be desired by the Lessee, and of placing of tanks, equipment, roads and structures hereon to procure and operate for the said products, together with the right to enter into and upon the leased premises at all times for the aforesaid purposes, being all that certain tract of Land situated in Lee Township, Carroll County, State of Ohio parcel/lot #17-00457.000; 17-00458.000, Section 23&24, Township 12, Range 4

Bounded on the North by: Everson  
Bounded on the East by: Jefferson County Line  
Bounded on the South by: Allander, Clinger Road; Small Lots  
Bounded on the West by: Dech, Cortier, Kays

being all the property owned by Lessor or to which the Lessor may have any rights in said Section/Lot/Districts, or adjoining Sections/Lots/Districts containing 84.28 acres, more or less, and being the property described in Deed Volume 303 Page 588 of the Carroll County Recorder of Deeds.

2. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for the term of five (5) years and so much longer thereafter as oil or gas or their constituents are produced or are capable of being produced on the premises in paying quantities, in the judgment of the Lessee, or as the premises shall be operated by the Lessee in the search for oil or gas and as provided in Paragraphs 3 and 7 following. Lessee has the option to extend this lease for an additional term of five (5) years from the expiration of the primary term of this lease, said renewal to be under the same terms and conditions as contained in this lease. Lessee, its successors, heirs and assigns may exercise this option to renew if on or before the expiration date of the primary term of this lease, Lessee pays or tenders to the Lessor or to the Lessor's credit, the sum of ten dollars (\$10.00) per net mineral acre.

3. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within twelve (12) months from the date hereof, operations for the commencement of a well shall have begun on the premises, or unless the Lessee shall thereafter pay a delay rental of five dollars (\$5.00) per acre each year, payments to be made annually until operations for the commencement of a well shall have begun. The election by the Lessee to continue paying the delay rental after the operations for the commencement of a well shall have begun shall not constitute an admission, waiver or estoppel of Lessee's right to later maintain that such operations have already begun. If the Lessee shall begin operations for the commencement of a well during the term of this lease or any extension or renewal thereof, the Lessee shall then have the right to complete the operations preparatory to and the drilling of such wells, and if oil or gas 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 first herein mentioned. The request by the Lessee of the Lessor for a written lease extension or renewal shall not constitute an admission waiver or estoppel of the Lessee to assert the continuing validity of the lease.

4. In consideration of the premises the Lessee covenants and agrees:

(A) To deliver to the credit of the Lessor in tanks or pipelines, as royalty, free of cost, the equal one-eighth (1/8) part of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is run into tanks or pipelines.

(B) To pay to the Lessor, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-eighth (1/8) of such gas so marketed and used at the price paid to Lessee per thousand cubic feet, measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.73 pounds atmospheric pressure, at a standard base temperature of 60 degrees Fahrenheit, without allowance for temperature and barometric variations less any charges for transportation, compression and/or dehydration to deliver the gas for sale. Payment of royalty for gas marketed during any calendar month to be on or about the 30th day after receipt of such funds by Lessee.

(C) Lessee to deduct from payments in (A) and (B) above from receipts of proceeds by Lessee, Lessor's prorata share of any tax imposed by any government body.

(D) In the event Lessee does not sell the gas to others. Lessor shall be paid on the basis of the lowest field market price paid by any public utility in the state at the well head for gas of like kind and quality, and on the same basis that such utility would pay for such gas, including any escalation in price that such utility would pay for such gas as if a contract for the sale of same had been entered into at the time of initial production.

5. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to SAME AS ABOVE and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil or gas or their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided.

6. The Lessor may, at Lessor's sole risk and cost, lay a pipeline to any one gas well on the premises and take gas produced from said well for heating, lighting and cooking in one dwelling on the leased premises, at Lessor's own risk, subject to the use and the right of the well by the Lessee, and subject to any curtailments or shut-in by any purchaser of the gas. The first

two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet of gas taken in each year shall be paid for at the last published rates of the gas utility in the town or area nearest to the leased premises or the field market rate, whichever is higher. Lessor to lay and maintain the pipeline and furnish regulators and other necessary equipment at Lessor's expense. Lessor shall also, at the request of the Lessee, install a meter to measure said gas. This privilege is upon the condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas, and Lessor shall maintain the said pipeline, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas. If the Lessor shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder. Lessor acknowledges that he has been advised as to the risks inherent in the taking of gas in this manner, and Lessor agrees to assume all such risks whether same be caused by Lessor's lines or equipment, or whether same be caused by Lessee's equipment or well operation; and Lessor agrees to hold Lessee and the well operator and all parties in interest in any well on the leasehold premises harmless from any claims of any nature whatsoever which may rise by the usage of gas from any such well by Lessor, his heirs, executors, administrators and assigns. Lessor further agrees that upon the sale or transfer of the leasehold premises wherein someone other than the Lessor is entitled to take the gas under this Paragraph 6, that the gas supply will be terminated by Lessee until the Buyer of the property executes an agreement regarding the usage of the gas in the same form as the within agreement. In the absence of such an agreement free gas under this provision shall terminate, the within right of free gas not being assignable without the consent of the Lessee.

7. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights to either party hereunder shall cease and terminate, unless within twelve (12) months from the date of the completion of the plugging of such well, the Lessee shall commence another well, or unless the Lessee after the termination of said twelve month period resumes the payment of delay rental as hereinabove provided.

8. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production there from, or should production cease from a producing well drilled on the premises, or should the lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, or the shutting in of producing well, an advance royalty in the amount and under the terms hereinabove provided for delay rental until production is marketed and sold off the premises or such well is plugged and abandoned according to law. In the event no delay rentals are stated, the advance royalty payable hereunder shall be made on the basis of \$1.00 per acre per year.

9. The consideration, land rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee, and the further right of drilling or not drilling on the leased premises, whether to offset producing wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

10. The Lessor hereby grants to the Lessee the right at any time to consolidate the lease premises or any part thereof or strata therein with other lands to form an oil and gas development unit of not more than 640 acres, or such larger unit as may be required by state law or regulation for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the owner of the lands on which such well is located may take gas for use in one dwelling on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) oil and gas royalty hereinbefore provided, that proportion of such one eighth (1/8) royalty which the acreage consolidated bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil and gas lease setting forth the leases or portions thereof consolidated, the royalty distribution and recording the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If the well on said development unit shall thereafter be shut in, the well rental for shut-in royalty hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each parcel bears to the entire acreage consolidated. Lessee shall have the right to amend, alter or correct any such consolidation at any time in the same manner as herein provided.

11. In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein, then the royalties and rentals herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage.

12. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessee by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of a duly certified copy thereof to the Lessee.

13. The Lessee shall have the right to assign and transfer the within lease in whole or in part, and Lessor waives notice of any assignment or transfer of the within lease. Failure of payment of rental or royalty on any part of this lease shall not void this lease as to any other part. Lessee agrees that when and if the within lease is assigned, the Lessee herein shall have no further obligations hereunder. The Lessor further grants the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy any claim or lien against the Lessor's interest in the premises as herein leased and thereupon to become subrogated to the rights of such claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any existing liens on the premises. The Lessor further grants to the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy any claim or lien against the Lessor's interest in the premises as herein leased, including without exclusion taxes, judgments and mortgages, whether the same be existing, levied, assessed or which may hereafter come into existence or be levied or assessed, and thereupon to become subrogated to the rights of such claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any existing liens on the premises. Lessor further covenants and agrees that if Lessor's title to the leased premises shall come into dispute or litigation, or if, in the judgment of Lessee, there are bona fide adverse claims to the rentals or royalties hereinabove provided for, then Lessee, at its option, may withhold the payment of said rentals or royalties.

14. The Lessee shall bury, when so requested by the Lessor, all pipelines used to conduct oil or gas to, on, through and off the premises and pay all damages to growing crops caused by operations under this lease. Lessee agrees to restore the premises in accordance with state laws. However, in the event that the subject of dispute is damage to trees and other growth, any award shall be limited to stumpage value of said trees or other growth and shall allow for the natural process of regeneration within a reasonable period of time. Any damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive and binding on all parties. Each party shall pay the cost of their

appraiser and shall share the cost of the third appraiser. Arbitration shall be mandatory. No well shall be drilled within 200 feet of any existing barn or dwelling.

15. The Lessee shall have the privilege of using sufficient oil, gas and water for operating on the premises and the right at any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by returning the lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender thereof, or partial surrender of this lease any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and cancellation of all liabilities under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the land rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

16. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure, including but not limited to acts of God, strikes, riots, and governmental restrictions including but not limited to restrictions on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within lease expire for a period of ninety days after the termination of any force majeure. The terms and conditions of this lease shall be subject to governmental rules and regulations, and this lease shall not be terminated, in whole or in part, nor shall Lessee be held liable for damages for failure to comply herewith, if compliance is prevented by, or such failure is the result of, any such law, rule, regulation or any other occurrence beyond the reasonable control of the Lessee. Lessor grants Lessee the authority to compromise or settle any disputes with governmental agencies relating to this lease or production there from and further agrees to execute upon request a special power of attorney appointing Lessee as its agent which may be attached and incorporated as an addendum hereto in the event that Lessee is required to comply with local zoning ordinances and prosecute the application for a conditional use or similar type of zoning permit.

17. In the event Lessor considers that Lessee has not complied with any of its obligations hereunder, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any part of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

18. In consideration of the acceptance of this lease by the Lessee, the Lessor agrees for himself and his heirs, successors and assigns that no other lease for the minerals covered by this lease shall be granted by the Lessor during the term of this lease or any extension or renewal thereof granted to the Lessee herein.

19. All covenants and conditions between the parties shall extend to their heirs, personal representatives, successors and assigns, and the Lessor hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them. Lessor further agrees to sign such additional documents as may be reasonably requested by Lessee to perfect Lessee's title to the oil and gas leased herein and such other documents relating to the sale of production as may be required by Lessee or others. Lessor also covenants and agrees to execute an indemnification and save harmless release in recordable form for the benefit of the Lessee once Lessor has exercised its privilege under paragraph 6 hereinabove and in addition thereto acknowledges familiarity and promises adherence to the "Rules and Regulations Including Suggestions For the Use of Lease Gas" published by Lessee and on file on the date hereof in the recorder's Office in and for the county wherein the leased premises are situate. This covenant is in addition to, and no way a limitation on, the assumption of risk language contained in Paragraph 6 hereinabove.

20. This lease shall have an effective date of 7/28/09

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 12th day of June 2009.

Signed and acknowledged in the presence of:

Steven W. Szegal

Barbara J. Bonfiglio

Witness

STATE OF Ohio ) SS

COUNTY OF Lake ) SS:

George B. Naff  
George B. Naff, Trustee  
Naomi K. Naff  
Naomi K. Naff, Trustee

Before me a Notary Public in and for said county and state personally appeared the above George B. Naff & Naomi K. Naff, Trustees of The Family Trust of George B. Naff & Naomi K. Naff, dtd 11/15/01 who acknowledged to me that he/she/they did execute the foregoing instrument and that the same is his/her/their free act and deed for the purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio this 12th day of June, 2009.



Barbara J. Bonfiglio  
Notary Public



BARBARA J. BONFIGLIO  
Notary Public - State of Ohio  
My Commission Expires July 23, 2012

**Transfer NOT Necessary**  
**E. Leroy Van Horne**  
**Carroll County Auditor**

20120001846 *Noted Done*  
Filed for Record in  
CARROLL COUNTY, OHIO  
PATRICIA J. DYER, RECORDER  
03-01-2012 At 02:32 pm.  
RIGHT WAY 28.00  
DR Book 80 Page 1662 - 1663

**MEMORANDUM OF PIPELINE RIGHT-OF-WAY  
AGREEMENT**

STATE OF OHIO )  
 ) § KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF CARROLL )  
  
1 3 5 8 9 7 2 0 0 0

THIS MEMORANDUM OF PIPELINE RIGHT-OF-WAY AGREEMENT ("Memorandum") is made and entered on FEBRUARY 16, 2012 by and between The Family Trust of George B. Naff and Naomi K. Naff dated November 15, 2001, by George B. Naff and Naomi K. Naff, acting as Trustees, whose address is 34545 Sherbrook Park Drive, Solon, OH 44139, ("Grantor") and UTICA GAS SERVICES, L.L.C., an Oklahoma limited liability company, whose address is PO Box 54342, Oklahoma City, OK 73154-0342 ("UGS").

**WITNESSETH:**

FOR AND IN CONSIDERATION of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and confessed, Grantor and UGS entered into a Pipeline Right-of-Way Agreement ("Agreement") dated FEBRUARY 16, 2012, with respect to certain real property located in the Township of Lee, Carroll County, Ohio, more specifically described as follows:

**Township 12; Range 04**  
**Section(s) 24; Part of the E 1/2 SE**  
**Containing 75.216 acres, more or less**  
**Tax Map ID Number: 17-0000458.000**

**Bounded currently or formerly as follows:**  
**On the North by lands of: Everson;**  
**On the East by lands of: Garren;**  
**On the South by lands of: Naff;**  
**On the West by lands of: Cordler;**

**Including lands acquired by Deed from George B. Naff and Naomi K. Naff,**  
**husband and wife, dated November 27, 2001, recorded December 20, 2001**  
**in Book 303, Page 588, Carroll County, Ohio, including contiguous or**  
**appurtenant lands owned by Grantor**  
**("Grantor's Land")**

This Memorandum is made and filed for the purpose of giving third parties notice of the existence of the Agreement described above. The execution, delivery and recordation of this Memorandum shall have no effect upon, and is not intended as an amendment of the terms and conditions of the Agreement. It is the intent of the Grantor to grant an easement covering all of Grantor's interest in and to the properties described herein, whether or not the tracts are properly described. Further, it is understood the Agreement includes all rights owned by the Grantor in the properties described.

Prepared by: Utica Gas Services, L.L.C. P.O. Box 54342, Oklahoma City, OK 73154-0342

AUGUSTA GGS/ CM Utica  
Bergholz North Pipeline Ph 1  
Tract 309.00 Index 009  
PIH-00174

IN WITNESS WHEREOF, this Memorandum of Pipeline Right-of-Way Agreement is executed this 16 day of FEBRUARY, 2012.

Grantor:

THE FAMILY TRUST OF GEORGE B. NAFF AND NAOMI K. NAFF DATED NOVEMBER 15, 2001

By: George B. Naff  
George B. Naff, Trustee

By: Naomi K. Naff  
Naomi K. Naff, Trustee

ACKNOWLEDGEMENT

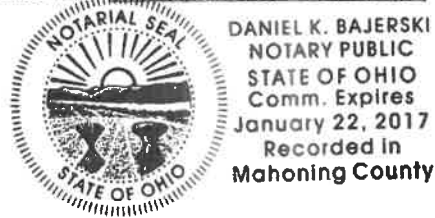
STATE OF OHIO )  
 )§  
COUNTY OF CUYAHOGA )

Before me on the 16 day of FEBRUARY, 2012, personally appeared George B. Naff and Naomi K. Naff, acting as Trustees for The Family Trust of George B. Naff and Naomi K. Naff dated November 15, 2001; known to me to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses, purposes and consideration set forth.

Witness my hand and official seal:

Daniel K. Bajerski  
Notary Public  
Printed Name: DANIEL K. BAJERSKI

My Commission Expires:  
JANUARY 22, 2017  
(SEAL)



County Recorder - after Recording return to:  
Mason Dixon Energy, LLC  
101 Cambridge Place  
Bridgeport, WV 26330

Prepared by: Utica Gas Services, L.L.C. P.O. Box 54342, Oklahoma City, OK 73154-0342

AUGUSTA GGS/ CM Utica  
Bergholz North Pipeline Ph 1  
Tract 309.00 Index 009  
PIH-00174



IN WITNESS WHEREOF, this Memorandum of Pipeline Right-of-Way Agreement is executed this 14<sup>th</sup> day of February, 2012.

Grantor:  
George B. Naff and Naomi K. Naff, trustees

By: George B. Naff  
George B. Naff, trustee

Naomi K. Naff  
By: \_\_\_\_\_  
Naomi K. Naff, trustee

ACKNOWLEDGEMENT

STATE OF OHIO )  
 ) §  
COUNTY OF Cuyahoga )

Before me on the 14<sup>th</sup> day of February, 2012, personally appeared The Family Trust of George B. Naff and Naomi K. Naff, George B. Naff and Naomi K. Naff, trustees, trust dated November 15, 2001; known to me to be the identical person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses, purposes and consideration set forth.

Witness my hand and official seal:

Peter W. Kuehl  
Notary Public  
Printed Name: Peter W. Kuehl



PETER W. KUEHL  
NOTARY PUBLIC, STATE OF OHIO  
TUSCARAWAS COUNTY  
My Commission Expires 1/22/17

After recording return to:

William C. Abel & Associates, Inc.  
1243 Monroe Street NW  
New Philadelphia, OH 44663

Initials GBN NKN

Prepared by: Utica Gas Services, L.L.C., PO Box 54342, Oklahoma City, OK 73154-0342



IN WITNESS WHEREOF, this Memorandum of Pipeline Right-of-Way Agreement is executed this 14<sup>th</sup> day of February, 2012.

Grantor:  
George B. Naff and Naomi K. Naff, trustees

By: George B. Naff  
George B. Naff, trustee

By: Naomi K. Naff  
Naomi K. Naff, trustee

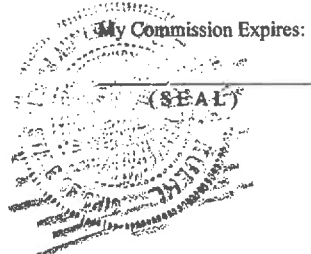
ACKNOWLEDGEMENT

STATE OF OHIO )  
 ) §  
COUNTY OF Cuyahoga )

Before me on the 14<sup>th</sup> day of February, 2012, personally appeared The Family Trust of George B. Naff and Naomi K. Naff, George B. Naff and Naomi K. Naff, trustees, trust dated November 15, 2001; known to me to be the identical person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses, purposes and consideration set forth.

Witness my hand and official seal:

Peter W. Kuehl  
Notary Public  
Printed Name: Peter W. Kuehl



PETER W. KUEHL  
NOTARY PUBLIC, STATE OF OHIO  
TUSCARAWAS COUNTY  
My Commission Expires 1/22/17

After recording return to:

William C. Abel & Associates, Inc.  
1243 Monroe Street NW  
New Philadelphia, OH 44663

Initials GBN - NKN

Prepared by: Utica Gas Services, L.L.C., PO Box 54342, Oklahoma City, OK 73154-0342

201200003512 <sup>Herm</sup>  
Filed for Record in <sup>Curms</sup>  
CARROLL COUNTY, OHIO  
PATRICIA J. DYER, RECORDER  
04-26-2012 At 02:04 pm.  
RIGHT WAY 28.00  
OR Book 82 Page 1142 - 1143

**Transfer NOT Necessary  
E. Leroy Van Horne  
Carroll County Auditor**

**MEMORANDUM OF PIPELINE RIGHT-OF-WAY  
AGREEMENT**

STATE OF OHIO )  
 ) § KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF CARROLL )

1 359004 000

THIS MEMORANDUM OF PIPELINE RIGHT-OF-WAY AGREEMENT ("Memorandum") is made and entered on MARCH 21, 2012 by and between The Family Trust of George B. Naff and Naomi K. Naff dated November 15, 2001, by George B. Naff and Naomi K. Naff, acting as Trustees, whose address is 34545 Sherbrook Park Drive, Solon, OH 44139 ("Grantor") and CARDINAL GAS SERVICES, L.L.C., an Oklahoma limited liability company, whose address is PO Box 54734, Oklahoma City, OK 73154-1734 ("CGS").

**WITNESSETH:**

FOR AND IN CONSIDERATION of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and confessed, Grantor and CGS entered into a Pipeline Right-of-Way Agreement ("Agreement") dated MARCH 21, 2012, with respect to certain real property located in the Township of Lee, Carroll County, Ohio, more specifically described as follows:

Township 12; Range 04  
Section 23; PT E 1/2 NE  
Containing 9.056 acres, more or less  
Tax Map ID Number: 17-0000457.000

**Bounded currently or formerly as follows:**

- On the North by lands of: Naff;
- On the East by lands of: Snail Road;
- On the South by lands of: Snail Road;
- On the West by lands of: Boggs; Dech;

Including lands acquired by Deed from George P. Naff and Naomi K. Naff, husband and wife dated November 27, 2001, recorded December 20, 2001, in Book 303, Page 588, Carroll County, Ohio, including contiguous or appurtenant lands owned by Grantor ("Grantor's Land")

This Memorandum is made and filed for the purpose of giving third parties notice of the existence of the Agreement described above. The execution, delivery and recordation of this Memorandum shall have no effect upon, and is not intended as an amendment of the terms and conditions of the Agreement. It is the intent of the Grantor to grant an easement covering all of Grantor's interest in and to the properties described herein, whether or not the tracts are properly described. Further, it is understood the Agreement includes all rights owned by the Grantor in the properties described.

Prepared by: Cardinal Gas Services, L.L.C. P.O. Box 54734, Oklahoma City, OK 73164-1734

AUGUSTA GGS/ CM Utica  
Bergholz North Pipeline Ph 1  
Tract 499.00 Index 199  
PIH-00211

IN WITNESS WHEREOF, this Memorandum of Pipeline Right-of-Way Agreement is executed this 21 day of March, 2012.

Grantor:

THE FAMILY TRUST OF GEORGE B. NAFF AND NAOMI K. NAFF DATED NOVEMBER 15, 2001

By: George B. Naff  
George B. Naff

By: Naomi K. Naff  
Naomi K. Naff

ACKNOWLEDGEMENT

STATE OF OHIO )  
COUNTY OF CUYAHOGA )§

Before me on the 21 day of March, 2012, personally appeared George B. Naff and Naomi K. Naff, acting as Trustees for The Family Trust of George B. Naff and Naomi K. Naff dated November 15, 2001; known to me to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses, purposes and consideration set forth.

Witness my hand and official seal:

Daniel K. Bajerski  
Notary Public  
Printed Name: Daniel K. Bajerski

My Commission Expires:

(SEAL)

County Recorder - after Recording return to:  
Mason Dixon Energy, LLC  
101 Cambridge Place  
Bridgeport, WV 26330



DANIEL K. BAJERSKI  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
January 22, 2017  
Recorded in  
Mahoning County

Prepared by: Cardinal Gas Services, L.L.C. P.O. Box 54734, Oklahoma City, OK 73154-1734

AUGUSTA GGS/ CM Utica  
Bergholz North Pipeline Ph 1  
Tract 499.00 Index 199  
PIH-00211

201200008113 *Mail*  
Filed for Record in  
CARROLL COUNTY, OHIO  
PATRICIA J. OYER, RECORDER  
09-25-2012 At 02:03 PM.  
RIGHT WAY 32.00  
OR Book 86 Page 4043 - 4044 ✓

**Transfer NOT Necessary**  
**E. Leroy Van Horne** 9-25-12  
**Carroll County Auditor**

**NOTICE OF EXTENSION OF TERM  
OF PIPELINE RIGHT-OF-WAY AGREEMENT**

STATE OF OHIO                    )  
  §     **KNOW ALL MEN BY THESE PRESENTS**  
COUNTY OF CARROLL            )

Notice is given that **Cardinal Gas Services, L.L.C.** ("Cardinal") entered into a Pipeline Right-of-Way Agreement ("ROW Agreement"), dated February 14, 2012 ("Effective Date") with **The Family Trust of George B. Naff and Naomi K. Naff, George B. Naff and Naomi K. Naff, trustees, trust dated November 15, 2001**, as Grantor(s). The Memorandum of ROW Agreement is recorded in recording date 03/02/2012, at Book 80, Page 2070, Document 201200001937, of the records of Carroll County, State of Ohio, and covers the following described land in Township of Lee, Carroll County, Ohio, described as follows:

**Township 12; Range 4  
Section(s) 24; The E Part of the SE ¼  
Containing 75.216 acres, more or less  
Tax Map ID Number: 17-0000458.000**

**Bounded currently or formerly as follows:**

**On the North by lands of: Arthur Everson;  
On the East by lands of: Will G. Garren;  
On the South by lands of: James W. Allender; Barbara A Hanlin;  
On the West by lands of: Michael T. Grant; Jason Tucker;**

**Including lands acquired by Quit Claim Deed from George B. Naff and Naomi K. Naff, husband and wife, dated 11/27/2001, recorded 12/20/2001, in Book 303, Page 588, Carroll County, Ohio, including contiguous or appurtenant lands owned by Grantor ("Grantor's Land")**

Prepared by: Cardinal Gas Services, L.L.C., PO Box 54734, Oklahoma City, OK 73154-1734

The ROW Agreement grants Cardinal a permanent and exclusive easement and right-of-way across the Grantor's Land along with the right to construct, maintain, operate, replace or alter the size of and remove or abandon pipelines and other facilities as described therein and certain other rights. The ROW Agreement has a term of two years after the Effective Date, which term Cardinal may extend by taking certain actions as set forth in the ROW Agreement.

**NOTICE IS GIVEN THAT CARDINAL HAS TAKEN ACTION TO EXTEND THE TERM OF THE ROW AGREEMENT TO PERPETUITY AND IT SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL ABANDONED BY CARDINAL OR TERMINATED BY OPERATION OF LAW.**

**Cardinal Gas Services, L.L.C.**

By: *M. Sanders*  
Marc Sanders  
Manager - Right of Way - CMD-Utica

Date: 8-24-12

County Recorder - after Recording return to:  
William C. Abel & Associates, Inc.  
1243 Monroe Street NW  
New Philadelphia, OH 44663

**ACKNOWLEDGEMENT**

STATE OF OHIO )  
                                  ) §  
COUNTY OF STARK )

Before me on the 24<sup>th</sup> day of August, 2012, **Marc Sanders** personally appeared in his capacity as Manager - Right of Way - CMD-Utica of **Cardinal Gas Services, L.L.C.** known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as a free and voluntary act and deed, and as the free and voluntary act of the limited liability company, for the uses, purposes and consideration set forth.

Witness my hand and official seal:

*Brian M. Perek*  
Notary Public  
Printed Name: Brian M. Perek

My Commission Expires:  
12-6-15  
(SEAL)



**BRIAN M. PEREK**  
Notary Public  
In and for  
the State of Ohio  
My Commission Expires  
December 6, 2015

Prepared by: Cardinal Gas Services, L.L.C., PO Box 54734, Oklahoma City, OK 73154-1734



This Memorandum is made and filed for the purpose of giving third parties notice of the existence of the Agreement described above. The execution, delivery and recordation of this Memorandum shall have no effect upon, and is not intended as an amendment of the terms and conditions of the Agreement. It is the intent of the Grantor to grant the right, power and privilege of ingress and egress, to open, repair, construct, maintain, improve and use a new and/or existing roadway, together with all necessary bridges and culverts upon and across Grantor's Land for the purpose of gaining access to Grantee's Easement during the initial construction period whether or not the tracts are properly described. Further, it is understood the Agreement includes all rights owned by the Grantor in the properties described.

IN WITNESS WHEREOF, this Memorandum of Temporary Road Use Agreement is executed this 21 day of November, 2012

Cardinal Gas Services, L.L.C.

By: [Signature]  
Marc Sanders  
Manager - Right of Way - CMD-Utica

County Recorder - after Recording return to:  
Chesapeake Midstream Development  
555 Market Ave. N Suite 200  
Canton, OH 44702

ACKNOWLEDGEMENT

STATE OF OHIO )  
                          §  
COUNTY OF STARK )

Before me on the 21st day of November, 2012, Marc Sanders personally appeared in his capacity as Manager - Right of Way - CMD-Utica of Cardinal Gas Services, L.L.C., known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as a free and voluntary act and deed, and as the free and voluntary act of the limited liability company, for the uses, purposes and consideration set forth.

Witness my hand and official seal:

[Signature]  
Notary Public  
Printed Name: Brian M. Perek

My Commission Expires:  
12-6-15  
(SEAL)



BRIAN M. PEREK  
Notary Public  
In and for  
the State of Ohio  
My Commission Expires  
December 6, 2015

Prepared by Cardinal Gas Services, L.L.C. PO Box 54734 - Oklahoma City, Oklahoma 73154-1734

201300002532 *ma*  
Filed for Record in  
CARROLL COUNTY, OHIO  
PATRICIA J. DYER, RECORDER  
04-09-2013 At 01:54 pm.  
RIGHT WAY      32.00  
OR Book      91 Page 2533 - 2534 ✓

**Transfer NOT Necessary**  
**E. Leroy Van Horne**  
**Carroll County Auditor**

**NOTICE OF EXTENSION OF TERM  
OF PIPELINE RIGHT-OF-WAY AGREEMENT**

STATE OF OHIO                    )  
  §      **KNOW ALL MEN BY THESE PRESENTS**  
COUNTY OF CARROLL            )

Notice is given that **Cardinal Gas Services, L.L.C.** ("Cardinal") entered into a Pipeline Right-of-Way Agreement ("ROW Agreement"), dated February 16, 2012 ("Effective Date") with **The Family Trust of George B. Naff and Naomi K. Naff dated November 15, 2001, by George B. Naff, acting as Trustee as Grantor(s).** The Memorandum of ROW Agreement was recorded on March 01, 2012 at Book 80, Page 1662, Instrument Number 201200001846 of the records of Carroll County, State of Ohio, and covers the following described land in Township of Lee Carroll County, Ohio, described as follows:

**Township 12; Range 04  
Section(s) 23; Part of the E 1/2 SE  
Containing 75.216 acres, more or less  
Tax Map ID Number: 17-0000458.000**

**Bounded currently or formerly as follows:**

**On the North by lands of:      Everson;  
On the East by lands of:      Garren;  
On the South by lands of:      Naff;  
On the West by lands of:      Cordler;**

**Including lands acquired by Deed from George B. Naff and Naomi K. Naff, husband and wife, dated November 27, 2001, recorded December 20, 2001, in Book 303, Page 588, Carroll County, Ohio, including contiguous or appurtenant lands owned by Grantor ("Grantor's Land")**

Prepared by: **Cardinal Gas Services, L.L.C., PO Box 54734, Oklahoma City, OK 73154-1734**

The ROW Agreement grants Cardinal a permanent and exclusive easement and right-of-way across the Grantor's Land along with the right to construct, maintain, operate, replace or alter the size of and remove or abandon pipelines and other facilities as described therein and certain other rights. The ROW Agreement has a term of two years after the Effective Date, which term Cardinal may extend by taking certain actions as set forth in the ROW Agreement.

**NOTICE IS GIVEN THAT CARDINAL HAS TAKEN ACTION TO EXTEND THE TERM OF THE ROW AGREEMENT TO PERPETUITY AND IT SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL ABANDONED BY CARDINAL OR TERMINATED BY OPERATION OF LAW.**

**Cardinal Gas Services, L.L.C.**

By: *Marc Sanders*  
Marc Sanders  
Manager – Right of Way – CMD-Utica

Date: 3-29-13

County Recorder - after Recording return to:  
Ashley Horning  
7235 Whipple Ave. NW  
North Canton, OH 44720

**ACKNOWLEDGEMENT**

STATE OF OHIO

COUNTY OF STARK

Before me on the 24 day of March, 2013, Marc Sanders personally appeared in his capacity as Manager – Right of Way – CMD - Utica of Cardinal Gas Services, L.L.C. known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as a free and voluntary act and deed, and as the free and voluntary act of the limited liability company, for the uses, purposes and consideration set forth.

Witness my hand and official seal:

My Commission Expires:  
1/28/2018  
(SEAL)



*Ashley J. Horning*  
Notary Public  
Name: *Ashley J. Horning*  
ASHLEY J. HORNING  
Notary Public, State of Ohio  
My Commission Expires 01/28/2018

Prepared by: Cardinal Gas Services, L.L.C., PO Box 54734, Oklahoma City, OK 73154-1734

201300002531 *mail*  
Filed For Record in  
CARROLL COUNTY, OHIO  
PATRICIA J. DYER, RECORDER  
04-09-2013 At 01:54 pm.  
RIGHT WAY 32.00  
OR Book 91 Page 2531 - 2532/

**Transfer NOT Necessary**  
**E. Leroy Van Horne**  
**Carroll County Auditor**

**NOTICE OF EXTENSION OF TERM  
OF PIPELINE RIGHT-OF-WAY AGREEMENT**

STATE OF OHIO )  
 ) § KNOW ALL BY THESE PRESENTS:  
COUNTY OF CARROLL )

**NOTICE IS GIVEN** that **Utica Gas Services, L.L.C. ("Utica")** entered into a Pipeline Right-of-Way Agreement ("ROW Agreement"), dated March 21, 2012 ("Effective Date") with **The Family Trust of George B. Naff and Naomi K. Naff, dated November 15, 2011, by George B. Naff and Naomi K. Naff, acting as Trustees**, as Grantor(s). The Memorandum of ROW Agreement was recorded on 04/26/2012 at Bk/Vol 82, Pg 1142, 201200003512 of the records of Carroll County, Commonwealth of Ohio, and covers the following described land in Township of Lee, Carroll County, Ohio, described as follows:

**Township 12; Range 04  
Section(s) 23; PT E ½ NE  
Containing 9.056 acres, more or less  
Tax Map ID Number: 17-0000457.000**

**Bounded currently or formerly as follows:**

**On the North by lands of: Naff;  
On the East by lands of: Snail Road;  
On the South by lands of: Snail Road;  
On the West by lands of: Boggs; Dech;**

**Including lands acquired by Deed, dated 11/27/2001, recorded 12/20/2001 in Book 303, Page 588, in the records of Carroll County, Ohio, including contiguous or appurtenant lands owned by Grantor ("Grantor's Land")**

Prepared by Utica Gas Services, L.L.C. PO Box 54342 - Oklahoma City, Oklahoma 73154-1342

Augusta GGS / CM Utica  
Project #4166 / Bergholz North Pipeline Ph 1  
Tract #003.00 (499.00) / Index #199

The ROW Agreement grants Utica permanent and exclusive easement and right-of-way across the Grantor's Land along with the right to construct, maintain, operate, replace or alter the size of and remove or abandon pipelines and other facilities as described therein and certain other rights. The ROW Agreement has a term of two years after the Effective Date, which term Utica may extend by taking certain actions as set forth in the ROW Agreement.

**NOTICE IS GIVEN THAT UTICA HAS TAKEN ACTION TO EXTEND THE TERM OF THE ROW AGREEMENT TO PERPETUITY AND IT SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL ABANDONED BY UTICA OR TERMINATED BY OPERATION OF LAW.**

Utica Gas Services, L.L.C.

By: *Marc Sanders*  
Marc Sanders  
Manager – Right of Way

Date: 3-24-13

**ACKNOWLEDGEMENT**

STATE OF OHIO

COUNTY OF STARK

Before me on the 24 day of March, 2013, Marc Sanders personally appeared in his capacity as Manager – Right of Way of Utica Gas Services, L.L.C. known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as a free and voluntary act and deed, and as the free and voluntary act of the limited liability company, for the uses, purposes and consideration set forth.

Witness my hand and official seal:

*Ashley J. Horning*  
Notary Public  
Printed Name: Ashley J. Horning

My Commission Expires:  
1/28/2018  
(SEAL)



ASHLEY J. HORNING  
Notary Public, State of Ohio  
My Commission Expires 01/28/2018

County Recorder - after Recording return to:  
Ashley Horning  
7235 Whipple Ave. NW  
North Canton, OH 44720

Prepared by Utica Gas Services, L.L.C. PO Box 54342 – Oklahoma City, Oklahoma 73154-1342

Augusta GGS / CM Utica  
Project #4166 / Bergholz North Pipeline Ph 1  
Tract #003.00 (499.00) / Index #199

201300005316 **MNL**  
Filed for Record in  
CARROLL COUNTY, OHIO  
PATRICIA J. OYER, RECORDER  
06-28-2013 At 01:27 pm.  
AGREEMENT 28.00  
OR Book 93 Page 4541 - 4542

**Transfer NOT Necessary  
E. Leroy Van Horne  
Carroll County Auditor**

**MEMORANDUM OF SURFACE USE  
AGREEMENT**

STATE OF OHIO )  
 ) § KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF CARROLL )

THIS MEMORANDUM OF SURFACE USE AGREEMENT ("Memorandum") is made by **Cardinal Gas Services, L.L.C.**, whose address is PO Box 54734, Oklahoma City, OK 73154-1734 ("CGS").

**WITNESSETH:**

FOR AND IN CONSIDERATION of the sum of **One Hundred Dollars (\$100.00)** and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and confessed, **The Family Trust of George B. Naff and Naomi K. Naff dated November 15, 2001, by George B. Naff, acting as Trustee**, whose address is 34545 Sherbrook Park Drive, Solon, OH 44139 and CGS entered into a(n) Surface Use ("Agreement") dated October 4, 2012, with respect to certain real property located in the Township of Lee, Carroll County, Ohio, more specifically described as follows:

**Township 12; Range 04  
Section(s) 24; Part of the E ½ SE  
Containing 75.216 acres, more or less  
Tax Map ID Number: 17-0000458.000**

**Bounded currently or formerly as follows:**

**On the North by lands of: Everson;  
On the East by lands of: Garren;  
On the South by lands of: Naff;  
On the West by lands of: Cordler;**

**Including lands acquired by Deed from George B. Naff and Naomi K. Naff, husband and wife dated 11/27/2001, recorded 12/20/2001, in Book 303, Page 588,  
in the records of Carroll County, Ohio, including contiguous or appurtenant lands owned by Grantor ("Grantor's Land")**

This Memorandum is made and filed for the purpose of giving third parties notice of the existence of the Agreement described above. The execution, delivery and recordation of this Memorandum shall have no effect upon, and is not intended as an amendment of the terms and conditions of the Agreement. It is the

Prepared by Cardinal Gas Services, L.L.C. PO Box 54734 – Oklahoma City, Oklahoma 73154-1734

intent of the Grantor to permit the exclusive right to access and use Grantor's Land to (i) construct, install, maintain, repair, remove, alter and replace roads, valve settings, pig launchers and receivers, tank batteries, metering facilities, data acquisition facilities, electric power lines or any other equipment or facilities which may be necessary for Grantee's construction, installation, operation and maintenance of pipelines and related facilities, and (ii) to store supplies, materials and equipment, and (iii) to stage vehicles, equipment and personnel, together with the right of ingress and egress across Grantor's Land for such purposes. Further, it is understood the Agreement includes all rights owned by the Grantor in the properties described.

IN WITNESS WHEREOF, this Memorandum of Surface Use Agreement is executed this 20 day of June, 2013.

Cardinal Gas Services, L.L.C.

By: Marc Sanders  
Marc Sanders  
Manager - Right of Way

ACKNOWLEDGEMENT

STATE OF OHIO )

COUNTY OF STARK )

Before me on the 20 day of June, 2013, **Marc Sanders** personally appeared in his capacity as Manager of **Cardinal Gas Services, L.L.C.** known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as a free and voluntary act and deed, and as the free and voluntary act of the limited liability company, for the uses, purposes and consideration set forth.

Witness my hand and official seal:

My Commission Expires:

1/28/2018  
(SEAL)

Ashley J. Horning  
Notary Public  
Printed Name: Ashley J. Horning



ASHLEY J. HORNING  
Notary Public, State of Ohio  
My Commission Expires 01/28/2018

County Recorder - after Recording return to:  
Ashley Horning  
7235 Whipple Ave. NW  
North Canton, OH 44720

Prepared by Cardinal Gas Services, L.L.C. PO Box 54734 - Oklahoma City, Oklahoma 73154-1734

Augusta GGS / CM Utica  
Bergholz North Pipeline Phase 1 / Line 4166  
Tract# 004.00 / Index# 009 (F/K/A Tract # 309.00)

Deed Prepared By: The CHL Group

Recording Requested By: Undersigned

TRANSFER TO LIVING TRUST  
DOCUMENTARY TRANSFER TAX \$ -0-

Mail Deed and Tax Statements To:

George B. Naff  
Naomi K. Naff  
34545 Sherbrook Park Drive  
Solon, Ohio 44139

Agent Determining Tax: The Undersigned

200100007798 *Mark*  
Filed for Record in  
CARROLL COUNTY, OHIO  
PATRICIA OYER  
12-20-2001 02:22 pm.  
QT CL DEED 18.00  
Book 303 Page 588 - 590

INDEXED	<input type="checkbox"/>	RANGED	<input type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>	MGN. ENTRY	<input type="checkbox"/>

VOL 0303 PAGE 588

This Space For Recorder's Use Only

### Quitclaim Deed

George B. Naff and Naomi K. Naff, Husband and Wife, the undersigned grantors, for a valuable consideration, receipt of which is hereby acknowledged, do hereby remise, release and forever quitclaim to The Family Trust of George B. Naff and Naomi K. Naff, George B. Naff and Naomi K. Naff, trustees, trust dated November 15, 2001, the following described real property in Carroll County, State of OH:

DESCRIPTION OF PROPERTY: Please see legal description attached hereto and made a part hereof.

Assessor's Parcel No. : 17-00457 AND 17-00458

Executed On NOV. 27, 2001, at SOLON, OHIO

George B. Naff  
George B. Naff

Naomi K. Naff  
Naomi K. Naff

Witness JENNIFER ROCKAFELLOW

Witness ARTHUR SHAMAKIAN

Certificate Of Notary Public

County of Cuyahoga, State of Ohio

On 11-27-01 before me, JENNIFER ROCKAFELLOW personally appeared George B. Naff and Naomi K. Naff, 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 they executed the same in their authorized capacity, and that by their signature on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature JENNIFER ROCKAFELLOW (Seal)

**JENNIFER L. ROCKAFELLOW**  
Notary Public, State of Ohio  
My Commission Expires 3-24-03  
Recorded in Geauga County

Legal Description

"INADEQUATE" LEGAL DESCRIPTION  
NEW SURVEY DESCRIPTION NECESSARY  
FOR FUTURE TRANSFER"  
D.A. MISKMEN, CO. ENGINEER  
DEPUTY  
12-20-01

FIRST TRACT:

Being Known as the East part of the Southeast quarter os Section twenty four (24), Township twelve (12), Range four (4) in the Steubenville Land District, containing Eighty (80) Acres, more or less.

SECOND TRACT:

A small triangular tract of land in the Northwest corner of the East half of the northeast quarter of Section twenty three (23), Township twelve (12), Range four (4), and said tract being north of the road leading to the Thomas E. Carson farm, and being more particularly described as follows: Beginning for boundary on the half section line and at the northeast corner of said east half of the northeast quarter; thence along the half quarter line 41 rods more or less to a point in the center of the road leading to the Thomas E. Carson farm; thence in a northeasterly direction along the center od the aforesaid road 70 rods more or less to a point to intersect the north section line of said northeast quarter; thence in a westerly direction along the north section line of said northeast quarter 44 rods, more or less, to the place of beginning, containing nine and three tenths (9.3) acres, more or less.

EXCEPTING AND RESERVING FROM TRACT ONE known as being a part of the Southeast Quarter of Section twenty-four (24). Township twelve (12), Range four (4) and being a part of that land conveyed to John Carpenter as recorded in Deed Volume 127 at Page 66 of the Carroll County Deed Records and described as follows: Beginning at an iron pin at the Southeast corner of said section twenty-four (24); thence North 86 degrees 50' West with the south line of Section twenty-four (24), a distance of 556.51 feet to an iron pin and passing through an iron pin at 208.71 feet and 339.16 feet; thence North 12 degrees 06' 17" West, a distance of 152.31 feet to an iron pin; thence North 47 degrees 25' 49" East a distance of 514.0 feet to a railroad spike in County Road 67 and passing through an iron pin at 230.0 feet; thence South 21 degrees 31' 28" East a distance of 567.52 feet to the place of beginning. CONTAINING 4.0 acres of land be the same more or less and subject to all legal highways.

ALSO SAVE AND EXCEPTING OUT OF TRACT ONE AND TRACT TWO known as being a part of the Northeast quarter of Section twenty-three (23) and the southeast quarter of section twenty -four (24), Township twelve (12), Range four (4), Lee township, Carroll county, Ohio. Beginning at the north east corner of section 23, thence north 86 degrees 30' west 556.71 feet to an iron pin and the true place of

beginning for the tract herein described; thence continuing north 86 degrees 30' west along the section line 37.95 feet; thence South 6 degrees 39' 50" West 111.71 feet; thence North 83 degrees 20' 10" West 90.00 feet to an iron pin; thence North 4 degrees 11' 55" East 258.26 feet to an iron pin; thence North 4 degrees 00' 50" East 203.76 feet to an iron pin; thence South 83 degrees 20' 10" East 90.00 feet to an iron pin thence South 4 degrees 00' 50" West 203.76 feet to an iron pin; thence South 12 degrees 06' 17" East 152.31 feet to an iron pin and the true place of beginning. CONTAINING 0.244 of an acre more or less in the north east quarter of Section 23, and 0.784 of an acre in the southeast quarter of Section 24.

VOL 0303 PAGE 590

LEAVING REMAINING AFTER SAID EXCEPTION S 84.272 Acres, more or less

CONVEYANCE EXAMINED  
COMPLIES WITH R. C. SEC. 319, 202  
ENTERED FOR TRANSFER  
DEC 20 2001  
E. LEROY VAN HORNE,  
AUDITOR