



Commitment for Title Insurance

File #: 2025110500

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

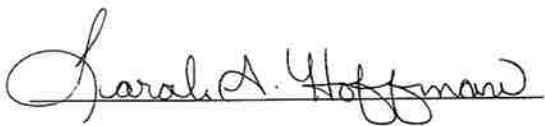
The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of

Castle Real Estate Title, LLC
128 Church Street
Ashland, OH 44805

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111



By

Attest



President

Secretary

EXHIBIT B

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
Schedule A
Commitment

File No.: 2025110500

1. Effective Date: October 23, 2025 at 08:00 AM
2. The policy or policies to be issued are: Amount
 - (a) Owner's Policy: ALTA Own. Policy (06/17/06)
Proposed Insured:
TBD
 - (b) Loan Policy: ALTA Loan Policy (06/17/06)
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in: Acres of Diamonds, LLC.
5. The land referred to in this Commitment is described as follows:
See Exhibit A - Legal Description attached hereto.

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ORT Form 4308 A
Schedule A
ALTA Commitment for Title Insurance 6/06



(2025110500.PFD/2025110500/3)



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
Schedule B - Section I
Commitment

REQUIREMENTS

File No.: 2025110500

Effective Date: October 23, 2025

The following are the requirements to be complied with:

1. Payment of all taxes through and including those for the year .
2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit: Acres of Diamonds, LLC to TBD
3. Survey satisfactory to the Company be provided, if survey exceptions are to be deleted.
4. Payment and Release of Judgement Lien from State of Ohio Department of Taxation vs. Acres of Diamonds, in the amount of \$1,582.22, plus costs and interest. Case Number 23-CJ-0854 filed August 25, 2023 in Ashland County Ohio Clerk of Courts.
5. Payment and Release of Judgement Lien from State of Ohio Department of Taxation vs. Acres of Diamonds, in the amount of \$1,155.71, plus costs and interest. Case Number 14-CJ-0980 filed August 23, 2024 in Ashland County Ohio Clerk of Courts.

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ORT Form 4308 BI
Schedule B I
ALTA Commitment for Title Insurance 6/06



(2025110500.PFD/2025110500/2)



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
Schedule B - Section II
Commitment

EXCEPTIONS

File No.: 2025110500

Effective Date: October 23, 2025

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
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, 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 theretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
9. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.
10. Judgement Lien from State of Ohio Department of Taxation vs. Acres of Diamonds, in the amount of \$1,582.22, plus costs and interest. Case Number 23-CJ-0854 filed August 25, 2023 in Ashland County Ohio Clerk of Courts.
11. Judgement Lien from State of Ohio Department of Taxation vs. Acres of Diamonds, in the amount of \$1,155.71, plus costs and interest. Case Number 14-CJ-0980 filed August 23, 2024 in Ashland County Ohio Clerk of Courts.
12. Easement for Highway Purposes to the State of Ohio recorded in Volume 235, Page 17 of Ashland County, Ohio Deed Records. Recorded June 27, 1950.
PPN: H23-027-0-0003-00
13. Conservation Easement and Agreement to Killbuck Watershed Land Trust recorded in Volume 572, Page 919 of Ashland County, Ohio Official Records.
PPN: H23-034-0-0009-00
14. The County Treasurer's General Tax Records for the tax year 2024 are as follows:
PN: H23-027-0-0002-00

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ORT Form 4308 BII
Schedule B II
ALTA Commitment for Title Insurance 6/06



(2025110500.PFD/2025110500/2)

Schedule B-Section II
(Continued)

File No.: 2025110500

Taxes for the first half are Paid
Taxes for the second half are Paid
Per half amount \$726.35 (per half amount includes \$1.00 assessment for Muskingum Watershed)
Taxes for the year 2025 and thereafter are a lien, but not yet due and payable.

Note: Captioned parcels are currently receiving a CAUV tax credit. Therefore, any change in the usage of the Land, failure to apply and/or re-apply on an annual basis may result in a recoupment fee charged to the then current owner at a later date. The Company assumes no liability for any such recoupment.

15. The County Treasurer's General Tax Records for the tax year 2024 are as follows:
PN: H23-027-0-0003-00
Taxes for the first half are Paid
Taxes for the second half are Paid
Per half amount \$1,655.59
Taxes for the year 2025 and thereafter are a lien, but not yet due and payable.

Note: Captioned parcels are currently receiving a CAUV tax credit. Therefore, any change in the usage of the Land, failure to apply and/or re-apply on an annual basis may result in a recoupment fee charged to the then current owner at a later date. The Company assumes no liability for any such recoupment.

16. The County Treasurer's General Tax Records for the tax year 2024 are as follows:
PN: H23-034-0-0009-00
Taxes for the first half are Paid
Taxes for the second half are Paid
Per half amount \$372.24
Taxes for the year 2025 and thereafter are a lien, but not yet due and payable.

Note: Captioned parcels are currently receiving a CAUV tax credit. Therefore, any change in the usage of the Land, failure to apply and/or re-apply on an annual basis may result in a recoupment fee charged to the then current owner at a later date. The Company assumes no liability for any such recoupment.

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ORT Form 4308 BII
Schedule B II
ALTA Commitment for Title Insurance 6/06



(2025110500.PFD/2025110500/2)



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
Exhibit A - Legal Description
Commitment

File No.: 2025110500

Effective Date: October 23, 2025

Situated in the County of Ashland in the State of Ohio and in the Township of Mohican:
And known as the South part of the Northeast quarter of Section 27, Township 21, Range 15; beginning at the Southeast corner of said quarter;

Thence North 20 chains to a stone;

Thence West parallel with the South line of said quarter 24 chains to a stone;

Thence South 9 chains and 30 links to a stone;

Thence West 16 chains to a stone on the quarter line;

Thence South on said quarter line 10 chains and 70 links to a stone at the Southwest corner of said quarter;

Thence East along the quarter line 40 chains to the place of beginning, containing 65 acres of land, more or less.

PPN: H23-027-0-0002-00

TRACT #1

Situated in the Township of Mohican, County of Ashland and State of Ohio and being the East half of the South East quarter of Section 27, Township 21, Range 15, containing Eighty (80) acres, more or less.

PPN: H23-027-0-003-00

TRACT #2

Situated in the Township of Mohican, County of Ashland and State of Ohio, and being the Northwest Quarter of the North East Quarter of Section 34, Township 21, Range 15, containing Forty (40) acres, more or less. Said land was described in deed recorded in Volume 125, Page 8, as follows: Being the North West Parcel of the North East Quarter of Section 34, Township 21, Range 15, commencing at the North West corner of said quarter;

Thence South on said quarter line 80 rods;

Thence East 80 rods;

Thence north 80 rods;

Thence west on section line to the place of beginning, containing 40 acres.

PPN: H23-034-0-0009-00

24601'

WARRANTY DEED

RECEIVED FOR RECORD
November 18 1997
At 2:34 O'clock P.M.
Recorded 11/18/97
IN THE OFFICIAL RECORDS BOOK
No 78 Page 642-643
Ruth E. Harding
Fees \$14.00 Ashland County Recorder

KNOW ALL MEN BY THESE PRESENTS, that Ruth Eleanore Rhoades, aka Ruth Eleanore Rhodes, a married person, the Grantor, who claims title by or through instrument recorded in Volume 396, page 42 of the Official Records of Ashland County, Ohio, for the consideration of Ten Dollars and other good and valuable consideration (\$10.00, etc.) received to the full satisfaction of Acres of Diamonds, LLC, an Ohio limited liability company, the Grantee, whose tax mailing address will be 20600 Chagrin Blvd., Shaker Heights, OH 44120, does give grant, bargain, sell and convey unto the said Grantee, its successors and assigns, the following described real premises:

(X) Situated in the County of Ashland in the State of Ohio and in the Township of Mohican: And known as the South part of the Northeast quarter of Section 27, Township 21, Range 15; beginning at the Southeast corner of said quarter; thence North 20 chains to a stone; thence West parallel with the South line of said quarter 24 chains to a stone; thence South 9 chains and 30 links to a stone; thence West 16 chains to a stone on the quarter line; thence South on said quarter line 10 chains and 70 links to a stone at the Southwest corner of said quarter; thence East along the quarter line 40 chains to the place of beginning, containing 65 acres of land, more or less. (X)
Permanent Parcel #H23-027-0-0002-00.

COPY OF OLD DESCRIPTION

be the same more or less, but subject to all legal highways.

To have and to hold the above granted and bargained premises with the appurtenances hereof, unto the said Grantee, its successors and assigns forever.

And the said Grantor, does for herself, her heirs and assigns, covenant with the said Grantee, its successors and assigns, that at and until the ensealing of these presents, she is well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and has good right to bargain and sell the same in manner and form as above written, and that the same are free from all encumbrances whatsoever except for all legal highways, utility easements of record, if any, zoning regulations of record, if any, and taxes and assessments not yet due and payable; and that it will warrant and defend said premises, with the appurtenances thereto belonging, to the said Grantee, its successors and assigns, against all lawful claims and demands whatsoever except as stated above.

And, J. Alfred Rhoades, husband of Ruth Eleanore Rhoades, aka Ruth Eleanore Rhodes, does hereby remise and forever release all his right and expectancy of dower in the above described premises.

This conveyance has been examined and the Auditor has complied with Section 213.203 of the Revised Code.
350.000.00 Fee \$ 1050.00
NOV 18 1997
Number 1271
S.B. Ryland
Ashland County Auditor

O.K.
C.A.F.

VOL 78 PAGE 642

1423-027-0-0002-00

Mohican
Sec 27
B

IN WITNESS WHEREOF, Ruth Eleanore Rhoades, aka Ruth Eleanore Rhodes, and J. Alfred Rhoades, wife and husband, have hereunto set their hands this 17th day of November, 1997.

Signed and acknowledged
in the presence of:

Jody L. Bergen
Jody L. Bergen

Ruth Eleanore Rhoades
Ruth Eleanore Rhoades, aka Ruth Eleanore Rhodes

Robert J. Braden
Robert J. Braden

J. Alfred Rhoades
J. Alfred Rhoades

STATE OF OHIO .)
) ss:
COUNTY OF ASHLAND)

Before me, a Notary public in and for said state, personally appeared the above named
Ruth Eleanore Rhoades, aka Ruth Eleanore Rhodes, and J. Alfred Rhoades, wife and husband, 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 set my hand and official seal, at Ashland, Ohio, this
17th day of November, 1997.

Cynthia D. Lombardo
Notary Public

Cynthia D. Lombardo
Notary Public, State of Ohio
My Commission Expires, Aug. 2, 2000

This instrument was prepared by:
MARK LEININGER
Attorney at Law
138 E. Jackson Street
Millersburg, OH 44654

EDGAR SPRING, a widower, not remarried-

-----), of Tuscarawas County, Ohio

for valuable consideration paid, grant(s), with general warranty covenants, to RUTH ELEANORE

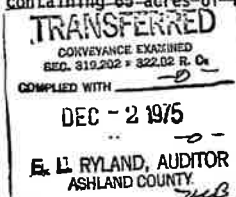
RHODES-----, whose tax-mailing address is

Route #5, New Philadelphia, Ohio 44663-

the following **REAL PROPERTY**: Situated in the County of Ashland in the State

of Ohio and in the Township of Mohican : 22

And known as the South part of the Northeast quarter of Section 27, Township 21, Range 15; beginning at the Southeast corner of said quarter; thence North 20 chains to a stone; thence West parallel with the South line of said quarter 24 chains to a stone; thence South 9 chains and 30 links to a stone; thence West 16 chains to a stone on the quarter line; thence South on said quarter line 10 chains and 70 links to a stone at the Southwest corner of said quarter; thence East along the quarter line 40 chains to the place of beginning, containing 65 acres of land, more or less.



COPY OF OLD DEED

O. K.
J. S. W.

Prior Instrument Reference: Vol. 327 Page 254 of the Deed Records of Ashland

County, Ohio.

Witness my hand(s) this 17th day

of *October*, 19 75

Signed and acknowledged in the presence of:

William H. Koster

WITNESS
 [Signature]

WITNESS

Edgar Spring
(Edgar Spring)

State of Ohio *County of Tuscarawas* ss.

BE IT REMEMBERED, That on this 17th day of October, 1975, before me, the subscriber, a notary public in and for said county, personally came, Edgar Spring-

----- the Grantor(s) in the
 foregoing Deed, and acknowledged the signing thereof to be his voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day

and _____, _____, Attorney at Law
Notary Public - State of Ohio
Notary Public
Notary Public

This instrument was prepared by Richard M. Hanhart, Attorney at Law, New Philadelphia, Ohio.

1. Name of Grantor(s) and marital status.
2. Description of land or interest therein, and encumbrances, reservations, exceptions, liens and easements, if any.
3. Date whichever does not apply.
4. Execution in accordance with Chapter §301 of the Revised Code of Ohio.

59154

Auditor's and Recorder's Stamp

Received for record December 2, 1975 at 10:08 o'clock A.M.

Recorded December 2, 1975 in Volume 396 at page 42 of Ashland County, Ohio Deed Records. Fee: \$2.00

* See Sections 5302.03 and 5302.04 Ohio Revised Code.

Virgil L. Wertz

Recorder, Ashland County, Ohio

DV 327 P 254

WARRANTY DEED--No. 102A

The Ohio Legal Blank Co. Cleveland
Publishers and Dealers Since 1883



That we, David R. Aber and Freda Aber, husband and wife

, the Grantors,

who claim title by or through instrument^s, recorded in Volume 144, Page 454,
and Volume Page

County Recorder's Office, for the consideration of Ten Dollars et al-----

----- Dollars (\$ 10.00 et al)

received to our full satisfaction of

Edgar Spring

the Grantee,

whose TAX MAILING ADDRESS will be

1269 Lakeview Dr., New Philadelphia, Ohio

do

Give, Grant, Assign, Sell and Convey unto the said Grantee, his
heirs and assigns, the following described premises, situated in the Township of
Mohican, County of Ashland, and State of Ohio:

And known as the South part of the Northeast quarter of Section 27, Township 21,
Range 15; beginning at the Southeast corner of said quarter; thence North 20
chains to a stone; thence West parallel with the South line of said quarter 24
chains to a stone; thence South 9 chains and 30 links to a stone; thence West
16 chains to a stone on the quarter line; thence South on said quarter line 10
chains and 70 links to a stone at the Southwest corner of said quarter; thence
East along the quarter line 40 chains to the place of beginning, containing 65
acres of land, more or less.



be the same more or less, but subject to all legal highways.

To Have and in Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, his heirs and assigns forever.

And we, David R. Aber and Freda Aber, husband and wife, the said Grantors, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee, his heirs and assigns, that at and until the ensembling of these presents, we are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except real estate taxes, zoning restrictions, highway and utility easements of record, if any and oil and gas leases of record, if any. Grantors assume and agree to pay the 1966 real estate taxes which are due and payable in January and June 1967 and Grantee assumes and agrees to pay all taxes thereafter,

and that we will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee, his heirs and assigns, against all lawful claims and demands whatsoever

And for valuable consideration we, David R. Aber and Freda Aber, husband and wife

do hereby remise, release and forever quit-claim unto the said Grantee, his heirs and assigns, all our right and expectancy of ~~Power~~ in the above described premises.

In Witness Whereof We have hereunto set our hands, the 6th day of January, in the year of our Lord one thousand nine hundred and Sixty-seven

Signed and acknowledged in presence of

Kenneth J. Nordstrom
Edgar Spring

David R. Aber
David R. Aber
Freda Aber
Freda Aber

State of Ohio

Ashland County, ss. Before me, a Notary Public in and for said County and State, personally appeared the above named David R. Aber and Freda Aber, husband and wife

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 set my hand and official seal, at Ashland, Ohio this 6th day of January, A. D. 1967

This instrument prepared by
Kenneth J. Nordstrom
Attorney at Law
37 W. Main Street
Ashland, Ohio

Kenneth J. Nordstrom
Notary Public

SEAL

17891



David R. Aber
and
Freda Aber

TO

Edgar Spring
1269 Lakeview Dr.
New Philadelphia, Ohio

O. K.
J. S. W.

Transferred Jan. 10, 1967

C. L. Ryland
COUNTY AUDITOR
State of Ohio

County of Ashland

Received for Record on the

10 day of January, 1967

at 11:10 o'clock A. M.

and Recorded Jan. 10, 1967 in

Book 327 Page 254

ART D. HINER
Ashland

COUNTY RECORDER

Recorders Fee \$ 2.00

This instrument prepared by
Kenneth J. Nordstrom, Atty.
37 W. Main St., Ashland, Ohio

35419

TO HAVE AND TO HOLD said premises, with all the rights, easements and appurtenances thereunto belonging, and all the rents, issues and profits thereof, but subject to all legal highways, and to block and zoning restrictions, unto the said Clayton G. Stelzer and Howard R. Stelzer, their heirs and assigns, for and during the natural life of the said Grantor.

And said Grantor for herself, her heirs, executors and administrators, hereby covenants with the said Grantees, their heirs and assigns, that said Grantor is the true and lawful owner of an estate for and during the natural life of said Grantor in said premises, and is well seized of the same, and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that her said estate in the same is free and clear from all incumbrances, and that said Grantor will warrant and defend said Grantees, their heirs and assigns, in the peaceable and quiet enjoyment and possession of the same, during the natural life of said Grantor, against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the said Hattie M. Stelzer has hereunto set her hand this 12th day of July,

1935.

Signed and acknowledged in presence of:

Frances Shanks
M. V. Semple

Hattie M. Stelzer

The State of Ohio :

:SS.

Ashland County : BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Hattie M. Stelzer, who acknowledged that she did sign the foregoing instrument, and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Ashland Ohio, this 12th day of July, 1935.

Received Aug 1, 1935.

at 9:53 A. M.

Recorded Aug 1, 1935.

J. W. Maffett, Recorder.

(Seal)

Frances Wolf Shanks
Notary Public.

ADMINISTRATOR'S OR EXECUTOR'S DEED
(PRIVATE SALE)

No 4234

Fee \$1.25

KNOW ALL MEN BY THESE PRESENTS: That Whereas, on the 25th day of March A. D. 1935. Weldon R. Fishburn was duly appointed and qualified as administrator of the estate of John Aber deceased, late of Wayne County, Ohio, by the Probate Court of said County; and afterwards, to-wit: on the 8th day of May 1935, said administrator filed his certain petition and then and thereby commenced an action in the Probate Court of Wayne County, Ohio, against Mary Aber et al. and numbered on the Docket of said Court as Case No 21146, praying among other things, for an order of sale of certain real estate therein mentioned and hereinafter described.

And Whereas, such proceedings were had in said action, that on the 15th day of July 1935, said Court, finding the allegations of the petition true, and that said real estate ought to be sold as prayed for in said petition, and on the 15th day of July 1935, said Court further ordered that said administrator proceed according to law to sell said real estate at private sale for not less than the appraised value thereof,

And on the same day, in pursuance of said order and judgment, an order of sale with said real estate therein described, was issued by said Court, under the seal thereof, to the said Weldon R. Fishburn as such administrator as aforesaid, commanding him to execute the said order, and of the same together with his proceedings thereon, to make due return.

And whereas, said Weldon R. Fishburn as such administrator having caused said premises to be appraised, and the report of said appraisement to be filed in said Probate Court, and having on the 23rd day of July 1935 returned said order of sale to said Court as commanded, with his proceedings thereon, stating in substance that in obedience to said order he sold said premises on the 23rd day of July 1935, to David Aber for the sum of Fifteen Hundred Dollars, said sum being the appraised value of the same; said sale being made after diligent endeavor to obtain the best price for said property, and for the highest price he could get therefor.

And Whereas, on the 23rd day of July 1935, the said Court having examined the proceedings of the said administrator aforesaid, under said order of sale, and it appearing to the Court that said sale was in all respects legally made, ordered that the same be approved and confirmed, and that said administrator should execute and deliver a proper deed to the purchaser of the real estate so sold.

All of which will more fully appear by the records of said Court, to which reference is here made.

Now therefore I, the said Weldon R. Fishburn administrator of the estate of John Aber deceased aforesaid, by virtue of said judgment, order of sale, sale and confirmation and of the statutes in such cases made and provided, and of the powers vested in me and for and in consideration of the premises, and the sum of Fifteen Hundred Dollars (\$1500), paid or secured to be paid to me by said David Aber the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to the said David Aber his heirs and assigns forever, the following Real Estate, situated in the County of Ashland in the State of Ohio and in the Township of Mohican, and bounded and described as follows:

Tract 1.

The undivided one-half of the following:

Situated in the Township of Mohican, County of Ashland and State of Ohio: Known as the South part of the Northeast quarter of section 27, township 21, range 15, beginning at the Southeast corner of said quarter; thence North 20 chains to a stone corner; thence West parallel with the South line of said quarter 24 chains to a stone; thence South 9 chains and 30 links to a stone corner; thence West 16 chains to the quarter line; thence South on said line 10 chains and 70 links to the quarter corner; thence East 40 chains to the section corner the place of beginning, containing 65 acres.

Also the following tract in the Township of Mohican, County of Ashland and State of Ohio: Being a part of the Southwest quarter of section 26, township 21, range 15, commencing at the North-west corner of said quarter 94 chains and 15 links to a stone in public road; thence Southwesterly along said road and near the North line of the same 9.97 rods to a stone on the West side of said quarter; thence North on said West line 18 rods to the place of beginning containing 5 acres, more or less.

Also a part of the Northwest quarter of section 26, township 21, range 15, beginning at the Southwest corner of the said quarter; thence East on the quarter line 22 chains and 15 links; thence North 18° West 4 chains and 62 links to a corner; thence South 78° 35' West 21 chains and 30 links to the place of beginning containing 4 77/100 acres.

Also the Northwest part of the Southwest quarter of section 26, township 21, range 15, beginning

No 4234 Continued.

4 chains and 50 links South of the Northwest corner of said quarter at a stone in the road; thence North 79° East 23 chains and 19 links to a stone on the quarter line; thence South 64° East 4 chains and 47 links; thence South 84° East 1 chain, 94 links to a stone; thence South 17° West 2 chains and 82 links to a stone; thence South 69° West 4 chains, 53 links to a stone; thence South 33° West 6 chains and 78 links to a stone; thence South 41° West 6 chains, 75 links to a corner; thence South 50° West 3 chains, 97 links to a stone; thence South 78° West 8 chains 93 links to the section line; thence North 19 chains and 37 links to the place of beginning, containing .35 27/100 acres, be the same more or less, but subject to all legal highways.

Stamps \$1.00 Cancelled.

For further information special reference is made to a Warranty Deed from Ella and L. P. Zimmerman to David R. And John Aber, date of April 2, 1920, and recorded in Ashland Co. Records, Vol. 144, page 454.

This conveyance is subject to a mortgage of The Federal Land Bank of Louisville in the sum of \$2425 with interest at five per cent from April 1st 1935. which mortgage is recorded in Vol 157 at page 634 of the records of mortgages in the office of the Recorder of Ashland County Ohio.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereto belonging, to the said David Aber his heirs and assigns forever, as fully and completely as I, the said Weldon R. Fishburn as such administrator, by virtue of said judgment, order of sale, sale and confirmation, and of the statute made and provided for such cases, might or should sell and convey the same.

IN WITNESS WHEREOF, The said Weldon R. Fishburn as such administrator has hereunto set, his hand, this 23rd day of July 1935.

Signed and acknowledged in presence of
Charles C. Jones
Glenn D. Reed

Weldon R. Fishburn
As the administrator of the estate
of John Aber deceased.

THE STATE OF OHIO :

WAYNE COUNTY : BE IT REMEMBERED, That on this 23rd day of July 1935 before me, the subscriber, a Notary Public in and for said County, personally came the above named Weldon R. Fishburn as administrator of the estate of John Aber the Grantor in the foregoing Deed, and acknowledged the signing of the same to be his voluntary act and deed as such administrator 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.

Received Aug. 1 1935.
at 9:55 A. M.
Recorded Aug. 2 1935.
J. W. Maffett, Recorder.

(Seal) Charles C. Jones,
Notary Public.

AFFIDAVIT FOR TRANSFER AND RECORD OF
REAL ESTATE INHERITED

No 4236

Fee \$.85

HARRISON HOOVER
Deceased.

To
William H. Hoover, Ollie Hoover and Ira Hoover
The State of Ohio, Ashland County, SS.

William H. Hoover, Ollie Hoover and Ira Hoover being duly sworn say that Harrison Hoover died intestate on the 28 day of February, 1901; that at the time of his death his place of residence was at Mifflin Twp. Ashland County, O. that the following are the names, ages and addresses, so far as the ages and addresses are known and can be ascertained of each of such decedent's heirs at law and next of kin, who by his death inherited his real estate and the relation of each to such ancestor.

NAMES	AGES	ADDRESS	RELATIONSHIP
William H. Hoover	58	Lucas, O. R.D. 1	son
Ollie Hoover	56	" " " " 1	daughter
Ira Hoover	54	" " " " 1	son

The part or portion of such real estate inherited by each of such heirs at law and next of kin is as follows:

NAMES	PART OR PORTION INHERITED
William H. Hoover	1/3 part
Ollie Hoover	1/3 part
Ira Hoover	1/3 part

That at the time of the death of said Harrison Hoover he was the owner of and seized of the following described real estate:

Situated in the Township of Mifflin, County of Ashland and State of Ohio, and known as part of the west half of the north-west quarter of Section 35, Township 23, and Range 17, as follows: Beginning at the north-west corner of section 35, thence south upon the quarter section line 160 rods to the south west corner of said quarter section; thence east on the south line of said half quarter 80 rods to the south-east corner of said half quarter; thence north on the east line of said half quarter 74 2/7 rods; thence due west 28 rods; thence north parallel with the west line of said quarter section 85 5/7 rods to the north line of said quarter section; thence west on the north line of said quarter section 52 rods to the place of beginning containing 65 acres of land more or less.

William H. Hoover
Ollie Hoover
Ira Hoover

Sworn to before me and signed in my presence this 31 day of July, 1935

Received Aug 1, 1935.
at 9:57 A. M.
Recorded Aug. 2, 1935.
J. W. Maffett, Recorder.

(Seal) William T. Devor
Notary Public Ashland County Ohio
My Commission Expires Mar. 24, 1936.

KNOW ALL MEN BY THESE PRESENTS: That Lozina P. Zimmerman and Ella Zimmerman
husband and wife,

the Grantor S. for the Consideration of
Ninety-six Hundred Dollars (\$ 9600.00)
 received to our full satisfaction of David R. Aber and John Aber,
 the Grantee, do Give, Grant, Bargain, Sell and Convey unto the said Grantee, their heirs and assigns, the
 following described premises. Situated in the Township of Mohican County of Ashland, and
 State of Ohio.

And known as the South part of the North East Q. of Sec. 27, in Twp. 21, of Range 15. Beginning at the South East corner of said Quarter; thence North Twenty (20) chains to a stone corner; thence West parallel with the South line of said Quarter Twenty-four (24) chains to a stone; thence South nine (9) chains and thirty (30) links to a stone corner; thence West Sixteen (16) chains to the quarter line a stone corner; thence South on said line ten (10) chs. and seventy (70) links to a stone the Quarter corner; thence East forty (40) chains to the section corner the place of beginning, containing Sixty-five (65) Acres.

The above tract of land came to former Grantor by inheritance from Estate of Lemmel Miller. Also the following described Real Estate, situate in the Twp. of Mohican, County of Ashland, and State of Ohio, and bounded and described as follows: - Being a part of the South West Quarter of Sec. 26, Twp. 21, Range 15, commencing at the North West corner of said Quarter; thence running East on the North side of said Quarter Ninety four (94) rods and 15 links to a stone in the "Coaster and Perrysville" road; thence Southwesterly along said road and near the North line of the same Ninety-seven (97) rods to a stone on the West side of said Quarter; Thence North on said West line Eighteen (18) rods to the place of beginning, containing Five (5) acres, more or less.

Also a part of the N.W. Quarter of Sec. 26, Twp. 21, Range 15, beginning at the S.W. corner of the said Quarter, thence East on the Quarter line Twenty-two (22) chains and 15 links; thence North 18-1/2° West Four (4) chains and 26 links to a corner; thence South 78°-35' West Twenty-one (21) chains and 30 links to the place of beginning, containing 4-77/100 acres of land.

Also the N.W. part of the S.E. Quarter of S. 26, Twp. 21, R. 15, beginning four (4) chains and 80 links South of the N.W. corner of said Quarter at a stone in the road; thence N. 79° E. Twenty-three (23) chains and 19 links to a stone on the Quarter line; thence S. 6 1/4° E. one chain 94 links to a stone; thence S. 17° W. Two chains and 82 links to a stone; thence S. 69 1/2° West 4 chains and 53 links to a stone; thence S. 33° E. 1 chain and 75 links to a stone; thence S. 41° W. Six chains and 75 links to a corner where is a black oak 14° W. 10 links distant; thence S. 50 1/2° W. 3 chains and 97 links to a stone; thence S. 75 3/4° W. Eight chains and 93 links to the section line; thence N. on the said Sec. line 19 chains and 37 links to the place of beginning, containing 36 - 27/100 of an acre.

Tracts 1 and 3 as above described in all that part of said S.E. Quarter of Sec. 26, lying west of the road leading from Lake Fork to Rochester Mill, saving and excepting about 16 - 66/100 acres therefrom sold off the South and East sides of said tract and contain 45 Forty-five acres more or less.

" STAMPS \$10.00 cancelled.

be the same more or less but subject to all legal highways.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereunto belonging unto the said Grantee s his heirs and assigns forever. And we

the said Grantor s do for ourselves and our heirs, executors and administrators, covenant with the said Grantee s, their heirs and assigns, that at and until the ensueing of these presents we are well seized of the above described Premises as a good and indefeasible estate in Fee Simple, and have good right to bargain and sell the same in manner and form as above written; that the same are Free and Clear from all Incumbrances whatsoever.

and that we will Warrant and Defend said premises with the appurtenances thereunto belonging, to the said Grantee s, their heirs and assigns forever, against all lawful claims and demands whatsoever.

And The said Lozina P. Zimmerman, husband of said Ella Zimmerman, the Grantor

of said do hereby Remise, Release and Forever Quit-Claim unto the said Grantee s, and their heirs and assigns, all his right and title of Dower in the above described premises.

IN WITNESS WHEREOF, we hereunto set our hand s this 2nd day of April in the year of our Lord one thousand nine hundred and twenty 1920

Signed and acknowledged in presence of

C.F. Aber.

H.S. Baker.

Ella Zimmerman.

Lozina Zimmerman

THE STATE OF OHIO,

Ashland County, ss.
Waguer

Before me, a Notary Public in and for said county, personally appeared the above named Ella Zimmerman and Lozina P. Zimmerman wife and husband

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 set my hand and official seal at Funk, this 2nd day of April A. D. 19 20

Filed for Record April 3rd 19 20 at 2:30 o'clock P. M.

Recorded April 30th. 19 20 Harvey S. Baker.

W.F. Shearer, Recorder.

(SEAL)

Notary Public

H23-027-0-0002-00



Cindy Funk
County Auditor
Ashland County, Ohio
auditor.ashlandcountyoh.us

10/31/2025



MOST RECENT PHOTO

LEGAL

OWNER ACRES OF DIAMONDS LLC
 ADDRESS TWP RD 75
 DESCRIPTION TWP RD 75 SECTION 27 B
 SCHOOL DIST HILLSDALE LSD TAX DIST H23
 ACREAGE 65.0000

VALUATION

	APPRAISED	ASSESSED
LAND	\$448,000.00	\$156,800.00
IMPROVEMENTS	\$0.00	\$0.00
CAUV	\$118,140.00	\$41,350.00
TOTAL	\$118,140.00	\$41,350.00

TAXES

TAXABLE VALUE \$41,350.00
 ROLLBACKS NONE
 HALF (1ST / 2ND) \$726.35 / \$726.35
 YEAR (TOTAL / BALANCE) \$1,452.70 / \$0.00

SPECIAL ASSESSMENTS

COUNT 1
 DELINQUENT / BALANCE \$0.00 / \$0.00
 TOTAL / BALANCE \$2.00 / \$2.00

MOST RECENT SALES

DATE	BUYER	SELLER	# PARCELS	PRICE	VALIDITY
11/18/1997	ACRES OF DIAMONDS LLC	RHODES RUTH ELEANORE	1	\$350,000.00	YES
1/1/1990	RHODES RUTH ELEANORE	UNKNOWN	0	\$0.00	UNKNOWN

LAND

CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE
0	0	0	64.0000	0	\$320,000.00
0	0	0	1.0000	0	\$0.00

IMPROVEMENTS

24602

RECEIVED FOR RECORD
 Noted 18, 1997
 At 2:33 O'clock P.M.
 Recorded Nov 18 1997
 IN THE OFFICIAL RECORDS BOOK
 No 78 Page 644-645
 For \$ 14.00 Ashland County Recorder

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that HI- Way Bituminous Company, ^{AN OHIO CORPORATION} the Grantor,

who claims title by or through instruments recorded in Volume 396, page 43 of the Official Records of Ashland County, Ohio, for the consideration of Ten Dollars and other good and valuable consideration (\$10.00, etc.) received to the full satisfaction of Acres of Diamonds, LLC, an Ohio limited liability company, the Grantee, whose tax mailing address will be 20600 Chagrin Blvd., Shaker Heights, 44120, does give grant, bargain, sell and convey unto the said Grantee, its successors and assigns, the following described real premises:

Mohican
Sec. 27
J

ⓧ TRACT #1
 Situated in the Township of Mohican, County of Ashland and State of Ohio and being the East half of the South East quarter of Section 27, Township 21, Range 15, containing Eighty (80) acres, more or less.
 Permanent Parcel #H23-027-0-0003-00.

Mohican
Sec. 34
O

TRACT #2
 Situated in the Township of Mohican, County of Ashland and State of Ohio, and being the Northwest Quarter of the North East Quarter of Section 34, Township 21, Range 15, containing Forty (40) acres, more or less. Said land was described in deed recorded in Volume 125, Page 8, as follows: Being the North West Parcel of the North East Quarter of Section 34, Township 21, Range 15, commencing at the North West corner of said quarter; thence South on said quarter line 80 rods; thence East 80 rods; thence north 80 rods; thence west on section line to the place of beginning, containing 40 acres.
 Permanent Parcel #H23-034-0-0009-00.

be the same more or less, but subject to all legal highways. ⓧ

COPY OF OLD
 DESCRIPTION

To have and to hold the above granted and bargained premises with the appurtenances hereof, unto the said Grantee, its successors and assigns forever.

And the said Grantor, does for itself, its successors, heirs, executors and administrators, covenant with the said Grantee, its successors and assigns, that at and until the ensembling of these presents, it is well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and has good right to bargain and sell the same in manner and form as above written, and that the same are free from all encumbrances whatsoever except for all legal highways, utility easements of record, if any, zoning regulations of record, if any, and taxes and assessments not yet due and payable; and that it will warrant and defend said premises, with the appurtenances thereto belonging, to the said Grantee, its successors and assigns, against all lawful claims and demands whatsoever except as stated above.

IN WITNESS WHEREOF, Hi-Way Bituminous Company, has hereunto set its hand this 17th day
of November, 1997.

Signed and acknowledged
in the presence of:

Mark Leininger
Mark Leininger

Hi-Way Bituminous Company, an Ohio Corporation

By: Ruth Eleanor Rhoades, pres.
Ruth Eleanor Rhoades, President

J. Alfred Rhoades
J. Alfred Rhoades

By: J. Alfred Rhoades
J. Alfred Rhoades, Secretary

STATE OF OHIO)
COUNTY OF ASHLAND) ss:

Before me, a Notary public in and for said state, personally appeared the above named Hi-Way
Bituminous Company, by Ruth Eleanor Rhoades, as President, and J. Alfred Rhoades, as Secretary, who
acknowledged that they did sign the foregoing instrument and that the same is their free act and deed and
the free act and deed of the company.

In Testimony Whereof, I have hereunto set my hand and official seal, at Ashland, Ohio, this
17th day of November, 1997.

Cynthia D. Lombardo
Notary Public

Cynthia D. Lombardo
Notary Public, State of Ohio
My Commission Expires, Aug. 2, 2000

This instrument was prepared by:
MARK LEININGER
Attorney at Law
138 E. Jackson Street
Millersburg, OH 44654

This conveyance has been examined
and the Lessor has complied with
Sections 519.02 of the Revised Code
127500, Fee \$ 427.50

NOV 18 1997

Number 1272
S.E. Ryland
Ashland County Auditor

O.K.
C.A.F.

H23-027-0-0003-00
H23-034-0-0009-00



Know all Men by these Presents

That, EDGAR SPRING, INC.,

the laws of the State of Ohio

a Corporation incorporated under
the Grantor, for the consideration of
siderationTen Dollars (\$10.00) and other valuable con- received to its full satisfaction of
HI-WAY BITUMINOUS COMPANYthe Grantee, does Give, Grant, Bargain, Sell and Convey unto the said Grantee,
its successors ~~and assigns~~ and assigns, the following described premises, situated in
the Township of Mohican, County of Ashland
and State of Ohio:TRACT #1Situat land
Situat in the Township of Mohican, County of Ashland and State of Ohio and being the
East half of the South East quarter of Section 27, Township 21, Range 15, containing
Eighty (80) acres, more or less.TRACT #2Situat in the Township of Mohican, County of Ashland and State of Ohio, and being
the Northwest Quarter of the North East Quarter of Section 34, Township 21,
Range 15, containing Forty (40) acres, more or less. Said land was described in
deed recorded in Volume 125, Page 8, as follows: Being the North West Parcel of
the North East Quarter of Section 34, Township 21, Range 15, commencing at the
North West corner of said quarter; thence South on said quarter line 80 rods;
thence East 80 rods; thence north 80 rods; thence west on section line to the
place of beginning, containing 40 acres.

Deed Reference: Volume 259 page 505

COPY OF OLD DEED

TRANSFERRED	
CONVEYANCE EXAMINED	
SEC. 319.202 - 322.02 R. C.	
COMPLIED WITH	<u>0</u>
DEC - 2 1975	
<u>0</u>	
E. L. RYLAND, AUDITOR	
ASHLAND COUNTY	
BY	<u>veeb</u>
NO.	<u>Exempt</u>

H 23-027-0-0003-00
H 23-034-0-0009-00

be the same more or less, but subject to all legal highways.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said Grantee, its successors ~~heirs~~ and assigns forever.

And the said Grantor, does for itself and its successors and assigns, covenant with said Grantee its successors ~~heirs~~ and assigns, that at and until the enrolling of these presents, it is well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE and has good right to bargain and sell the same in manner and form as above written, and that the same are free and clear from all incumbrances whatsoever.

and that it will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors ~~heirs~~ and assigns, forever, against all lawful claims and demands whatsoever.

In Witness Whereof, said corporation sets its hand and corporate seal, by
Edgar Spring----- its
President----- and
Robert Spring-----
its Secretary----- this
17th day of October
A. D. 1975.

EDGAR SPRING, INC.

Signed and acknowledged in presence of:

William H. Kopp
Robert M. Chapman

By Edgar Spring
President
Robert Spring
Secretary

The State of Ohio, } ss.
Tuscarawas County,

by Edgar Spring
and Robert Spring

who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said Corporation, and the free act and deed of each of them personally and as such officers.

Before me, a notary public, in and for said County, personally appeared the above named EDGAR SPRING, INC.

its President
its Secretary

In Testimony Whereof, I have hereunto set my hand and official seal, at New Philadelphia, Ohio
this 17th day of October A. D. 1975.

RICHARD M. HANHART, Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration date.
Section 147.03 O.R.C.

Richard M. Hanhart Notary Public

This instrument prepared by Richard M. Hanhart, Attorney at Law.

59155
Edgar Spring
CORPORATION

Us

Transferred Dec 2 1975
E. J. Ryland
COUNTY AUDITOR

Received for record
December 12, 1975 at
10:22 o'clock A.M.
Recorded December 2,
1975 in Volume 396
at pages 43-44 of
Ashland County, Ohio
Deed Records.
Fee: \$3.00

Virgil L. Wertz
Recorder, Ashland County, Ohio

Situate in the Township of Hanover, County of Ashland and State of Ohio and being an undivided one-half (1/2) interest in the South West Quarter of the South East Quarter of Section 4, Township 19, Range 16, containing 40 acres.

Also an undivided one-half (1/2) interest in the North West Quarter of the North East Quarter of Section 9, Township 19, Range 16, containing 40 Acres.

Also an undivided one-half (1/2) interest in a Twenty Four (24) acre of land more or less out of the South East Corner of the East half of the South West Quarter of Section 4, Range 16, Township 19.

Also an undivided one-half (1/2) interest in a part of the South East Quarter of the South West Quarter of Section 4, Township 19, Range 16, situate in the North part of said forty acres beginning at a post and running West 80 rods to a post between lands formerly owned by Jacob Brubaker and John Hargrave; thence South 34 rods to an ash; thence South 18 rods to a black ash between lands formerly owned by Henry Hannawalt and said Hargrave supposed to contain 13 acres more or less.

Situate in the Township of Hanover, County of Ashland and State of Ohio and being the South East Quarter of the South East Quarter of Section 4, Township 19, Range 16, containing 40 Acres more or less.

Situate in the Township of Hanover, County of Ashland and State of Ohio being the North East Quarter of the North East Quarter of Section 9, Township 19, Range 16, containing 40 Acres more or less.

That the persons inheriting said Real Estate and the interest by each inherited are as follows:

Names	P. O. Address	Relationship	Interest Passing
Sadie L. Ayers	R. D. #2, Loudonville, Ohio	Widow	1/3
Alice L. Rudolph	Lancaster, Ohio	Daughter	1/3
Edwin C. Ayers	R. D. #1, Perrysville, O.	Son	1/3

It appearing to the satisfaction of this Court that all the provisions of law relative to the transfer of real estate of deceased persons have been fully complied with, it is ordered that such real estate be transferred upon the tax duplicate, to the names of the persons set forth, and that this certificate be recorded by the Recorder of Ashland County, in the deed records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, this 20th day of November, 1954.

Received for Record July 12th 1957

(SEAL)

Mildred I. Myers
Probate Judge

at 8:45 o'clock A. M.

Recorded July 12th, 1957.

Art R. Tucker, Recorder.

ADMINISTRATOR'S DEED

No. 44603

Fee \$2.75

KNOW ALL MEN BY THESE PRESENTS: That Whereas, John B. Otto as administrator of the estate of Cyrus T. Otto on the 5th day of November A.D. 1956, filed his Petition in the Probate Court within and for the County of Ashland, and State of Ohio, praying said Court for an Order to Sell the following described Real Estate of said Cyrus T. Otto situated in the Township of Mohican County of Ashland, and State of Ohio, and described as follows:

Situated in the Township of Mohican, County of Ashland and State of Ohio and being the East half of the South East quarter of Section 27, Township 21, Range 15, containing Eighty (80) acres, more or less.

Situated in the Township of Mohican, County of Ashland and State of Ohio, and being the North-west Quarter of the North East Quarter of Section 34, Township 21, Range 15, containing Forty (40) acres, more or less. Said land was described in deed recorded in Volume 125, Page 8, as follows: Being the North West Parcel of the North East Quarter of Section 34, Township 21, Range 15, commencing at the North West corner of said quarter; thence South on said quarter line 80 rods; thence East 80 rods; thence north 80 rods; thence west on section line to the place of beginning, containing 40 acres.

(\$16.05 DOCUMENTARY DEED STAMPS ATTACHED AND CANCELLED.)

AND WHEREAS, on the 2nd day of July 1957, such proceedings were had by and before said Court, that the said John B. Otto, administrator as aforesaid was ordered by said Court to sell said premises, at private sale, according to law, for not less than \$14,760.00 the appraised value thereof, free from any the Dower interest therein of said

AND WHEREAS, the said John B. Otto, administrator as aforesaid, sold said premises, on the 9th day of July 1957 to Edgar Spring, Inc. for the sum of Fifteen Thousand Five Hundred Dollars (\$15,500.), said sum being more than the appraised value of said premises and the highest and the best price offered therefor, and the said Edgar Spring, Inc. having complied with the terms of said sale, and said sale having been made in all respects according to law, the same was afterwards, to-wit: on the 10th day of July 1957, approved and confirmed by said Court, and the said John B. Otto, administrator as aforesaid, was ordered to execute and deliver to said purchaser a proper Deed for said premises, according to the Statute in such case made and provided; all of which will more fully appear by the records of said Court to which reference is here made.

NOW THEREFORE, I, the said John B. Otto administrator as aforesaid, in consideration of the premises, and by virtue of the powers in me vested by law, and under the order of said Court, do hereby Give, Grant, Bargain, Sell and Convey unto the said Edgar Spring, Inc. the Real Estate aforesaid, free from the said Dower interest with all and singular the appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto the said Edgar Spring, Inc. and unto its successors and assigns forever.

IN TESTIMONY WHEREOF, I, as administrator as aforesaid, hereunto set my hand, at Ashland, Ohio this 10th day of July 1957.

Signed and acknowledged in Presence of
Betty E. Mackey
Howard S. Lutz

John B. Otto
as administrator of the estate of Cyrus
T. Otto, deceased

The State of Ohio, Ashland County.

Be it remembered, That on this 10th day of July 1957 before me, the subscriber, a notary public in and for said County, personally came the above named John B. Otto as administrator of the estate of Cyrus T. Otto, the Grantor in the foregoing Deed and acknowledged the signing of the same to be his voluntary act and deed as such administrator for the uses and purposes thereon mentioned.

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

(SEAL) Howard S. Lutz
Notary Public

Received for record July 12, 1957
at 3:02 o'clock P.M.

Recorded July 12, 1957

Art R. Tucker, Recorder

This instrument was prepared by Howard S. Lutz, Attorney.

WARRANTY DEED - From a Corporation

No. 44610 Fee \$2.25

KNOW ALL MEN BY THESE PRESENTS: That First Ashland Builders, Inc. a Corporation incorporated under the laws of the State of Ohio the Grantor, who claim title by or through instrument, recorded in Volume , Page , County Recorder's Office, for the consideration of Ten or more Dollars (\$10.00) received to its full satisfaction of Richard Allen Jackson and Jane C. Jackson, Husband and Wife, the Grantees, whose Tax Mailing Address will be do give, grant, bargain, sell and convey unto the said Grantees, their heirs and assigns, the following described premises situated in City of Ashland County of Ashland and State of Ohio:

Being all of Lot Number Two Thousand Three Hundred Ninety-six (2396) fronting on the Northwest side of Garmon Street, Town and Country Heights, Ashland, Ashland County, Ohio.

All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single family dwelling, no dwelling to exceed two and one-half stories in height and a private garage for not more than two cars. Public garages are prohibited.

No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

A perpetual easement is reserved in a strip of ground five (5) feet in width off the rear and side of every lot for the purpose of erecting installing, and maintaining thereon poles, wires, pipes, conduits, and the necessary appliances for electric light and power, sewer, gas, water, etc., for the use and benefit of said allotment, and trees interfering therewith may be trimmed if necessary.

(\$14.85 DOCUMENTARY DEED STAMPS ATTACHED AND CANCELLED.)

be the same more or less, but subject to all legal highways. To have and to hold the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said grantees, their heirs and assigns forever. And the said grantor does for itself and its successors and assigns covenant with said grantees, their heirs and assigns, that at and until the unsealing of these presents it is well seized of the above described premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as above written; that the same are free and clear from all incumbrances whatsoever. Taxes prorated to date of title transfer, and that it will warrant and defend said premises, with the appurtenances thereunto belonging, to the said grantees, their heirs and assigns, forever, against all lawful claims and demands whatsoever.

IN WITNESS WHEREOF said corporation sets its hand and corporate seal, by C.R. Johnson, its President and Gerald D. Wissinger, its Asst. Secretary this 12th day of July A.D. 1957.

Signed and acknowledged in the presence of

Elmira B. VanOsdall
Lucile G. Kostler

(CORPORATE
SEAL)

First Ashland Builders, Inc.
By C. R. Johnson
President
Gerald D. Wissinger
Asst. Secretary

THE STATE OF OHIO
ASHLAND COUNTY

ss. Before me, a Notary Public in and for said County, personally appeared the above named First Ashland Builders, Inc. by C.R. Johnson, its President and Gerald D. Wissinger, its Asst. Secretary who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

In testimony whereof I have hereunto set my hand and official seal, at Ashland, Ohio, this 12th day of July 1957.

(SEAL)

Elmira B. VanOsdall, Notary Public
My commission expires Feb. 6, 1959.

Received for record July 13, 1957
at 10:36 o'clock A.M.

Recorded July 13, 1957

Art R. Tucker, Recorder

"This instrument prepared by
Fred K. Johnson, Attorney at Law"

WARRANTY DEED

No. 44614

Fee \$2.25

KNOW ALL MEN BY THESE PRESENTS: That First Ashland Builders, Inc. a Corporation incorporated under the laws of the State of Ohio the Grantor, who claim title by or through instrument, recorded in Volume , Page , County Recorder's Office, for the consideration of Ten or more Dollars (\$10.00) received to its full satisfaction of Gayle E. Stantz and Norma Lee Stantz, Husband and Wife, the Grantees, whose Tax Mailing Address will be do give, grant, bargain, sell and convey unto the said Grantees, their heirs and assigns, the following described premises situated in City of Ashland County of Ashland and State of Ohio:

Being all of lots numbers 2394 and 2395 Garmon Street, Town and Country Heights, Ashland, Ashland County, Ohio.

All lots in the tract shall be known and described as residential lots.

No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single family dwelling, no dwelling to exceed two and one-half stories in height and a private garage for not more than two cars. Public garages are prohibited.

No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

A perpetual easement is reserved in a strip of ground five (5) feet in width off the rear and side of every lot for the purpose of erecting, installing, and maintaining thereon poles, wires, conduits, and the necessary appliances for electric light and power, sewer, gas, water, etc.,

Cont'd

Know all Men by These Presents:

That Pearl M. Wood, a widow; George E. Otto, married; Dewey H. Otto, married; and John B. Otto, married, being all of the children of G. L. Otto and Ida M. Otto, both deceased,
except the grantee herein,

the Grantors, for divers good causes and considerations thereunto moving, and especially for the sum of Ten and more Dollars, (\$ 10. & more), received to our full satisfaction of Cyrus T. Otto, of Jeromesville, Ohio, R.D. #2, the Grantee, have given, granted, remised, released and forever quit-claimed, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said Grantee, his heirs and assigns forever, all such right and title as we, the said Grantors, have or ought to have in and to the following described piece or parcel of land, situated in the Township of Mohican County of Ashland and State of Ohio:

The East one-half of the southeast quarter of Section 27, Township 21, of Range 15, containing 80 acres, more or less.

Also the northwest quarter of the northeast quarter of Section 34, Township 21, of Range 15, containing 40 acres, more or less.

The last above described tract of land was described in deed recorded in Volume 125 at Page 8 as follows: Being the northwest parcel of the northeast quarter of Section 34, Township 21, Range 15, commencing at the northwest corner of said quarter; thence south on said quarter line 80 rods; thence east 80 rods; thence north 60 rods; thence west on section line to the place of beginning containing 40 acres of land.

(DOCUMENTARY DEED STAMPS \$14.30 ATTACHED AND CANCELLED)

TO HAVE AND TO HOLD the premises aforesaid, with the appurtenances thereunto belonging, to the said Grantee, his heirs and assigns, so that neither the said Grantors, nor our heirs, nor any other persons claiming title through or under us shall or will hereafter claim or demand any right or title to the premises, or any part thereof but they and every one of them shall by these presents be excluded and forever barred.

And for valuable consideration Laura G. Otto, wife of George E. Otto; Ethel I. Otto, wife of Dewey H. Otto; Lura I. Otto, wife of John B. Otto;

do hereby remise, release and forever quit-claim unto the said Grantee, his heirs and assigns, all our right and expectancy of Dower in the above described premises.

In Witness Whereof, We have hereunto set our hands, the Fifth day of September, in the year of our Lord one thousand nine hundred and Fifty-Two.

Signed and acknowledged in presence of

J. O. Annholt

Harold P. Walsh

Pearl M. Wood

George E. Otto

Laura G. Otto

Dewey H. Otto

Ethel I. Otto

John B. Otto

Lura I. Otto

STATE OF OHIO

Ashland County, ss. }

Before me, a Notary Public in and for said County and State personally appeared the above named Pearl M. Wood; George E. Otto and Laura G. Otto; Dewey H. Otto and Ethel I. Otto,
John B. Otto and Lura I. Otto;

who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

(SEAL)

In Testimony Whereof, I have hereunto set my hand and official seal at Loudonville, Ohio, this 5th day of Sept., A. D. 19 52

Received for Record November 19th, 19 52

at 8:42 o'clock A.M.

Recorded November 19th, 19 52

Art R. Tucker, Recorder.

Harold P. Walsh

Notary Public.

DV 743 P 169

No. 29353 Cont'd

Also the following:- Being a one-half interest in 30 acres in the Northeast part of lot No. 27 in Section No. 3, Ruggles Township, Ashland Co. Ohio, See Ashland Co. Ohio Deed Book 145 page 493.

That the names of the Devisees and the interests to them passing, are as follows:

Names	P.O. Address	Relationship	Interest Passing
The deceased died intestate.			

That the persons inheriting said Real Estate and the interest by each inherited are as follows:

Names	P. O. Address	Relationship	Interest Passing
Celia Quinn	New London, Ohio R.D. 4	spouse	all

It appearing to the satisfaction of this Court that all the provisions of law relative to the transfer of real estate of deceased persons have been fully complied with, it is ordered that such real estate be transferred upon the tax duplicate, to the names of the persons set forth, and that this certificate be recorded by the Recorder of Ashland County, in the deed records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, this 17th day of November, 1952.

(SEAL)

Mildred I. Myers
Probate Judge

Received for Record November 18th, 1952

at 8:27 o'clock A. M.

Recorded November 18th, 1952

Art R. Tucker, Recorder.

Certificate for Transfer of Real Estate

No. 29356 ✓

Fee \$1.50

Probate Court, Ashland County, Ohio

In the Matter of)
THE ESTATE OF)
Marion F. Gibson)
Deceased)

No. 20696

Certificate for Transfer of Real Estate

To the Recorder of Ashland County, Greeting:

I hereby certify that the records of this Court show that Marion F. Gibson, a resident of Ruggles Township in said County, died intestate on the 7th day of March, 1952, and that on the 25th day of March, 1952, Lois Gibson was appointed by this Court, administratrix of the estate of said decedent; that said estate is being administered under No. 20696 and a memorandum record of said estate can be found in Administration Docket No. 29, Page 261, of the Records of the Probate Court of Ashland County, Ohio.

That said decedent died seized of the following described parcels of real estate situated in your County:-

Being an undivided 2/15 interest in and to the following described real estate:

Situate in the County of Ashland, State of Ohio, Township of Ruggles, and bound and described as follows:

Being the north part of Lot No. 33, Sec. 4 of said Township, bound on the north by land owned by Andrew Graham and on the east by land owned by Andrew Graham and M. V. Fast; on the south by land owned by Jonas Craft and on the west by land owned by W. C. Gault, containing 90 acres of land.

That the persons inheriting said Real Estate and the interest by each inherited are as follows:

Names	P. O. Address	Relationship	Interest Passing
Lois Gibson	R.D. #4, New London, Ohio	Widow	1/2
Donald Marion Gibson	R.D. #4, New London, Ohio	Son	1/2

It appearing to the satisfaction of this Court that all the provisions of law relative to the transfer of real estate of deceased persons have been fully complied with, it is ordered that such real estate be transferred upon the tax duplicate, to the names of the persons set forth, and that this certificate be recorded by the Recorder of Ashland County, in the deed records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, this 8th day of November, 1952.

Received for Record Nov. 18th, 1952

(SEAL)

Mildred I. Myers
Probate Judge

at 10:35 o'clock A. M.

Recorded November 18th, 1952.

Art R. Tucker, Recorder.

Certificate for Transfer of Real Estate

No. 29365 ✓

Fee \$1.80

Probate Court, Ashland County, Ohio

In the Matter of)
THE ESTATE OF)
Ida Mae Otto)
Deceased)

No. 20748

Certificate for Transfer of Real Estate

To the Recorder of Ashland County, Greeting:

I hereby certify that the records of this Court show that Ida Mae Otto, a resident of Mohican Township in said County, died intestate on the 25th day of April, 1952, and that on the 12th day of May, 1952, John B. Otto was appointed by this Court, Administrator of the estate of said decedent; that said estate is being administered under No. 20748 and a memorandum record of said estate can be found in Administration Docket No. 29, Page 313, of the Records of the Probate Court of Ashland County, Ohio.

That said decedent died seized of the following described parcels of real estate situated in your County:-

Cont'd

DV 243 p 170

No. 29365 Cont'd

SITUATED IN THE TOWNSHIP OF MOHICAN, COUNTY OF ASHLAND AND STATE OF OHIO, AS FOLLOWS:

- (a) Being the undivided one-third interest in the east one-half of the southeast quarter of Section 27, Township 21, of Range 15, containing 80 acres.
- (b) Being the northwest quarter of the northeast quarter of Section 34, Township 21, of Range 15, containing 40 acres.

That the persons inheriting said Real Estate and the interest by each inherited are as follows:

Names	P. O. Address	Relationship	Interest Passing
Cyrus T. Otto	Jeromesville, Ohio	Son	One-fifth
George E. Otto	Big Prairie, Ohio	Son	One-fifth
Dewey H. Otto	Wooster, Ohio, R. D.	Son	One-fifth
Pearl M. Wood	Shreve, Ohio	Daughter	One-fifth
John B. Otto	Jeromesville, Ohio	Son	One-fifth

It appearing to the satisfaction of this Court that all the provisions of law relative to the transfer of real estate of deceased persons have been fully complied with, it is ordered that such real estate be transferred upon the tax duplicate, to the names of the persons set forth, and that this certificate be recorded by the Recorder of Ashland County, in the deed records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, this 13th day of November, 1952.

Received for Record Nov. 19th, 1952
at 8:40 o'clock A.M.

(SEAL)

Mildred L. Myers
Probate Judge.

Recorded November 19th, 1952.
Art R. Tucker, Recorder.

EASEMENT

No. 29368

Fee \$1.75

In consideration of the sum of one dollar (\$1.00) and other valuable consideration, to us in hand paid, the receipt whereof we hereby acknowledge, we, the undersigned, Don H. Clark and Hazel Clark, R.F.D. 4, Ashland, Ohio, do hereby give, grant, bargain, sell and convey to Jacqueline A. Gorton, her heirs, executors, administrators and assigns the right and easement to lay, maintain, operate, repair and remove drainage tile over and through the following described real estate:

Situate in the Township of Milton, County of Ashland and State of Ohio, and being a part of the south-east quarter of Section 24, Township 24 and Range 17 commencing for the same at a point in the center of the road on the west boundary of said quarter section said point being 11.11 chains north along said quarter section boundary from the south-west corner of said quarter section; thence north 0° 29 minutes west from said place of beginning a distance of 3.45 chains; thence due east a distance of 7.48 chains; thence south 55° 46 minutes east a distance of 4.17 chains; thence due west a distance of 9.858 chains to the place of beginning, containing 3 acres of land more or less, but subject to all legal highways; said premises being also described as the same lands conveyed to these grantors by Florence J. Wise by Warranty Deed recorded at page 470 of Volume 215 of the Ashland County, Ohio Deed Records, which is hereby incorporated by reference herein for the purpose of further description.

This easement is hereby granted for the purpose of affording an easement for drainage for waters from lands now owned by said Jacqueline A. Gorton, described in Volume 216 at page 413 Ashland County, Ohio Deed Records, to which reference is hereby made, and which is hereby incorporated by reference herein for the purpose of more particularly describing same. This easement shall accordingly attach to and run with the land of said Jacqueline A. Gorton.

As part of the consideration received by us, the grantors, for this easement we, for ourselves, our personal representatives and assigns, hereby covenant and agree that the right of drainage in and through the tiles and ditch hereafter to be constructed by grantee upon our said premises shall be exclusively in grantee, her personal representatives and assigns for her and their sole and exclusive use in connection with the drainage of waters from the said lands now owned by grantee, Jacqueline A. Gorton.

IN WITNESS WHEREOF we, the said grantors have hereunto affixed our signatures in Ashland County, Ohio, this 18th day of November, 1952.

Signed and acknowledged in the presence of:

R. W. Lett
Roy T. Gorton

Don H. Clark
Hazel Clark

STATE OF OHIO (SS.
ASHLAND COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the above named Don H. Clark and Hazel Clark, who acknowledged that they did each sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof I have hereunto subscribed my name and affixed my official seal at Ashland, Ohio this 18th day of November, 1952.

Received for Record November 19th 1952
at 10:20 o'clock A. M.

(SEAL)

R. W. Lett
Notary Public.

Recorded November 19th, 1952.
Art R. Tucker, Recorder.

IN WITNESS WHEREOF said corporation sets its hand and corporate seal, by W.R. Hopkins, its President and L.M. Kohl, its Acting Secretary this 11th. day of October A.D. 1945.

Signed in the presence of)
A. M. Gercken)
C. E. Curphey)

By W. R. Hopkins)
President) (Seal)
L. M. Kohl)
Acting Secretary)

THE STATE OF OHIO,)
Cuyahoga County,) SS.

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Cherry Valley Farms, INC. by W.R. Hopkins, its President and L.M. Kohl, its Acting Secretary who acknowledge that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Cleveland, O., this 11th. day of October 1945.

(Seal) Louis A. Litzler, Notary Public.
Louis A. Litzler

Received for Record October 19, 1945
at 2:13 o'clock A. M.
Recorded October 19, 1945.
Art R. Tucker, Recorder.

AFFIDAVIT FOR TRANSFER No. 2613 Fee 75¢ ✓
AFFIDAVIT FOR TRANSFER AND RECORD OF REAL ESTATE INHERITED
George L. Otto)
Deceased)
THE STATE OF OHIO
To Ida M. Otto, Cyrus T. Otto,)
George E. Otto, Dewey H. Otto,)
Pearl M. Wood and John B. Otto)
Heirs at Law)
Ashland County

John B. Otto, being first duly sworn, says he is an heir at law of George L. Otto, deceased; that on the 9th day of January 1940, the said George L. Otto died intestate, residing at Mohican Township, Ashland Co., leaving the persons herein designated, all his heirs at law and next of kin, with their age, address, relationship and portion inherited by them in real estate hereinafter described;

Name	Age	Address	Relationship	Portion Inherited
Ida M. Otto	L	Jeromesville, Ohio	Widow	1/3
Cyrus T. Otto	L	" "	son	2/15
George E. Otto	L	Big Prairie "	son	2/15
Dewey H. Otto	L	Wooster, R.D., "	son	2/15
Pearl M. Wood	L	Shreve, Ohio	daughter	2/15
John B. Otto	L	Jeromesville, Ohio	son	2/15

That on the --- day of February 1940, John B. Otto was duly appointed administrator of his estate by the Probate Court of Ashland County, and thereafter filed his final account in execution of said trust.

That said George L. Otto, at the time of his decease, was seized of the following described real estate:

Situated in the Township of Mohican, County of Ashland and State of Ohio, and known as the East half of the South East quarter of Section Twenty-seven (27) in Township Twenty-one (21) of Range Fifteen (15) being eighty (80) acres of land conveyed by deed dated June 20, 1877 and recorded in Vol. 56 page 425, Ashland County deed records as conveyed by Lemuel Miller to Margaret M. Ebright for her life time then to her children.

John B. Otto

Sworn to before me and subscribed in my presence this 19 day of October, 1945.

C. W. Charnening
(Seal) Notary Public.

Received for Record October 19, 1945
at 9:35 o'clock A.M.
Recorded October 19, 1945.
Art R. Tucker, Recorder.

QUIT CLAIM DEED - from a Corporation. No. 2633 Fee \$1.25 ✓

KNOW ALL MEN BY THESE PRESENTS: That CHERRY VALLEY FARMS, INC. a Corporation incorporated under the laws of the State of Ohio, the Grantor, for divers good causes and considerations thereunto moving, and especially for the sum of One Dollar, (\$1.00) received to its full satisfaction of Gladys Dessenberg and Fayette Dessenberg, the Grantees, have given, granted, remised, released and forever quit-claimed, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said Grantees, their heirs and assigns forever, all such right and title as it, the said Grantor, has or ought to have in and to the following described piece or parcel of land, situated in the Township of Jackson, County of Ashland, and State of Ohio, and known as being the same land as is more particularly described in Volume 177, Page 241, of the Deed Records of said County.

According to said Deed Records the said land is described in Volume 177, Page 241 thereof as follows:-

"Situated in the Township of Jackson, County of Ashland and State of Ohio, and known as a part of the SW. 1/4 of Section 18, Township 23, Range 15, the tract conveyed by this instrument being a strip of land across the Southernly side of Grantors 1st parallel with the Right of Way of The Erie Railroad Company, the beginning point of the description of said strip of land being fixed as follows:

Continued

WARRANTY DEED

Know all Men by these Presents, that Mr. William S. Alexander and
his wife Elizabeth Alexander the Grantor S for the Consideration
of Four thousand Nine Hundred & Twenty five Dollars, (\$ 4925.00)
 received to her full satisfaction of W. S. Otto
 the Grantee... do GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee her heirs and assigns, the
 following described premises. Situated in the W. S. Otto of Madison County of Arkansas
 and State of Ark and known as

The East half of the South East quarter of Section
Twenty Seven (27) in Township twenty one (21) of Range
fifteen (15) being Eighty (80) acres of land conveyed by
Deed dated June 20, 1917 and recorded in Vol. 56, page 426
Arkland County Deed records as conveyed by Lemuel
Miller to Margaret M. E. Bright for her life time, then
to her children.

be the same more or less, but subject to all legal highways.
 TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereunto belonging unto the said Grantee...
her heirs and assigns forever. And Mr. William S. Alexander and his said Grantor S
 do for themselves and their heirs, executors or administrators, covenant with the said Grantee... her heirs and
 assigns, that at and until the entering of these presents they were well seized of the above described Premises as a good and
 indefeasible estate in Fee Simple, and have good right to bargain and sell the same in manner and form as above written; that the
 same are FREE AND CLEAR FROM ALL INCUMBRANCES whatsoever

and that we will WARRANT AND DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantee her
 heirs and assigns forever, against all lawful claims and demands whatsoever.
 And I the said Elizabeth Alexander Wife
 of said William S. Alexander
 do hereby REMISE, RELEASE AND FOREVER QUIT-CLAIM unto the said Grantee, and her heirs and assigns, all my right and
 title of Dower in the above described premises.

In Witness Whereof, we hereunto set our hand this 30 day of November in the year
 of our Lord one thousand nine hundred and eight
 Signed and Delivered in presence of

M. Miltrout

W. S. Chapman

THE STATE OF OHIO
Arkland County, ss.

Before me, a Notary Public, and for said county, personally
 appeared the foregoing named William S. Alexander and
Elizabeth Alexander 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 set my hand and official seal at Arkland
 this 30 day of Nov. A. D. 1908

Filed for Record Dec. 3 1908 at 9:30 o'clock A. M.

Recorded Dec. 4 1908
W. S. Chapman Recorder.



W. S. Chapman
Notary Public

STATE OF OHIO (SS: Before me, a Notary Public, in and for said County and State, personally appeared the above named C. C. Hootman and Eudora Hootman who acknowledged that they did sign the foregoing instrument and that the name is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Jeromesville, Ohio, this 23rd day of Oct., A.D. 1947.

Received for Record June 27" 1950
at 1:06 o'clock P.M. Recorded June 28" 1950
Art R. Tucker, Recorder.

(SEAL) L. O. FRANKS, Notary Public
My Commission Expires Nov. 22, 1947

AGREEMENT FOR CHANNEL CHANGE No. 20977 ASD-95-13-09 Fee \$1.00

S.H. (ICH) No. 773, Section T, Ashland County ARTICLES OF AGREEMENT

These articles of agreement entered into this 23rd day of October, 1947, by C. C. Hootman and the Department of Highways, State of Ohio, Witnesseth:

That C. C. Hootman, for and in consideration of the sum of Nineteen and 00/00 Dollars (\$19.00) to him paid by the State of Ohio, does hereby grant permission to said State of Ohio to use the hereinafter described portion of his premises for the purpose of excavating and completing a channel change for Highway purposes with the above proposed improvement; the Grantor further agrees to permit the State of Ohio to perform such maintenance and repair operations on said channel change as may be necessary to protect the highway, and further, the Grantor for the consideration hereinbefore named, releases the State of Ohio from and waives all damages of every kind and nature whatsoever arising from or in any manner growing out of the aforesaid channel change or said maintenance and repair operations necessary to protect said highway. The said channel change is to be made on the following described premises situated in the State of Ohio, County of Ashland, Mohican Township, Section 26, Town 21, Range 15, and more fully described as follows:

Parcel No. 4-X

Beginning at a point in the south line of the proposed right of way, 85 feet southerly from and at right angles to Sta. 173/15.95 in the center line of survey made by the Department of Highways; thence southeasterly along the south line of the proposed right of way to a point 85 feet southerly from and at right angles to center line Sta. 173/36.89; thence southerly to a point 314.22 feet southerly from and at right angles to center line Sta. 174/08.13; thence southeasterly to a point 403.74 feet southerly from and at right angles to center line Sta. 175/14.65; thence southwesterly to a point 420.34 feet southerly from and at right angles to center line Sta. 175/03.52; thence northwesterly to a point 326.88 feet southerly from and at right angles to center line Sta. 173/91.13; thence northerly to the place of beginning the same containing 0.190 acres, more or less.

IN WITNESS WHEREOF, said C. C. Hootman and Eudora Hootman, has hereunto set their hands the 23 day of Oct., in the year of our Lord One Thousand Nine Hundred and Forty-seven.

Signed and sealed in the presence of:

L. O. Franks
T. Scarborough

C. C. Hootman
Eudora Hootman

STATE OF OHIO (SS: Before me, a Notary Public, in and for said County and State, personally appeared the above named C. C. Hootman and Eudora Hootman who acknowledged that they did sign the foregoing instrument and that the name is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Jeromesville, Ohio, this 23rd day of Oct., A.D. 1947.

Received for Record June 27" 1950
at 1:07 o'clock P.M.
Recorded June 28" 1950
Art R. Tucker, Recorder.

(SEAL) L. O. FRANKS, Notary Public
My Commission Expires Nov. 22, 1947.

EASEMENT FOR HIGHWAY PURPOSES No. 20978 Fee \$1.30

KNOW ALL MEN BY THESE PRESENTS: That Ida Otto (a widow) C. T. Otto, George E. Otto, Pearl M. Wood, John B. Otto and Dewey H. Otto, the Grantor, for and in consideration of the sum of one thousand one hundred forty three and 90/100 Dollars (\$1143.90) and for other good and valuable considerations to them paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Ashland County, Ohio, Mohican Township, Section 27, Town 21, Range 15, and bounded and described as follows:

PARCEL No. 1.

Being a parcel of land lying on the left and right sides of the centerline of a survey, made by the Department of Highways, and recorded in Book 7, Page 42A, of the records of Ashland County and being located within the following described points in the boundary thereof;

Beginning at a point in the west line of the Grantors herein, where it is intersected by the center line of the present highway the same being at Sta. 126/73.66; in the center line of survey made by the Department of Highways; and running thence north along said property line to a point 55 feet northerly from and at right angles to center line Sta. 126/74.56; thence easterly 55 feet from and parallel to the center line of said survey to a point of curve at center line Sta. 127/55.92; thence easterly 55 feet northerly from and parallel to said center line of survey and following a curve to the left having a radius of 986.74 feet to a point of tangent at Sta. 131/10.77; thence easterly 55 feet northerly from and parallel to said center line of survey to a point of curve at center line Sta. 131/10.89; thence easterly 55 feet northerly from and parallel to said center line of survey to a point of tangent at Sta. 138/89.84; thence northeasterly 55 feet northerly from and parallel to said center line of survey to a point in the east line ~~xxxxxx~~ of the Grantor herein, being 55 feet northerly from and at right angles to center line Sta. 141/15.87; thence southerly along the easterly line of the Grantor herein to a point in the southerly limits of the proposed right of way being 64.49 feet southerly from and at right angles to center line Sta. 140/60.79;

Cont'd

thence southwesterly to a point of tangent 60 feet southerly from and at right angles to center line Sta. 138/89.84; thence southwesterly to a point 60 feet southerly from and radially to center line Sta. 136/00; thence southwesterly to a point 40 feet radially from and 40 feet southerly from center line Sta. 134/00; thence southwesterly to a point 40 feet southerly from and radially to center line Sta. 132/00; thence southwesterly to a point 80 feet southerly from and radially to center line Sta. 130/00; thence westerly to a point in the west line of the Grantor herein the same being 45 feet southerly from and at right angles to center line Sta. 126/72.93; thence northerly along the said property line to the place of beginning,

It is understood that the strip of land above described contains 2.094 acres, more or less, exclusive of the present road which occupies 1.720 acres, more or less.

Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Department of Highways, Columbus, Ohio.

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

And the said Grantors, for themselves and their heirs, executors, and administrators, hereby covenant with the said Grantee, its successors and assigns that they are the true and lawful owners of said premises, and are lawfully seized of the same in fee simple, and have good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that they will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid Laura G. Otto wife of George E. Otto, John Wood husband of Pearl M. Wood, Lura I. Otto wife of John B. Otto and Ethel I. Otto wife of Dewey H. Otto hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF Mrs. Ida Otto, (widow) 2. C. T. Otto (Bachelor) 3. George E. Otto Laura G. Otto (his wife) 4. Pearl M. Wood, John Wood (her husband) 5. John B. Otto, Lura I. Otto, (his wife) 6. Dewey H. Otto, Ethel I. Otto (his wife) have hereunto set their hands, the 17th day of October, in the year of our Lord one thousand nine hundred and Forty-seven.

Signed and sealed in presence of:

M. T. Scarborough
L. O. Franks

1. Mrs. Ida Otto Jeromesville
2. C. T. Otto Jeromesville
3. George E. Otto Big
4. Laura G. Otto Prairie
5. Pearl M. Wood Shreve
6. John Wood
7. John B. Otto
8. Lura I. Otto Jeromesville
9. Dewey H. Otto Wooster
10. Ethel I. Otto

STATE OF OHIO, {ss:
ASHLAND COUNTY, }

Before me, a Notary in and for said County and State, personally appeared the above named Mrs. Ida Otto, C. T. Otto, George E. Otto, Laura G. Otto, Pearl M. Wood, John B. Otto, Lura I. Otto, Dewey H. Otto, Ethel I. Otto 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 set my hand and official seal at Jeromesville, Ohio, this 23 day of Oct., A.D. 1947.
Received for Record June 27th 1950
at 1:08 P.M. Recorded June 28th 1950
Art R. Tucker, Recorder.

L. O. Franks
L. O. FRANKS, Notary Public
My Commission Expires Nov. 22, 1947.

EASEMENT FOR HIGHWAY PURPOSES

No. 20979 ✓

Fee \$1.10

KNOW ALL MEN BY THESE PRESENTS: That Guy H. Paullin, the Grantor, for and in consideration of the sum of Fifteen and 90/100 Dollars (\$15.90) and for other good and valuable considerations to him paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Ashland County, Ohio, Mohican Township, Section 26, Town 21, Range 15, and bounded and described as follows:

PARCEL No. 6

Being a parcel of land lying on the north & south sides of the centerline of a survey, made by the Department of Highways, and recorded in Book 7, Page 42A, of the records of Ashland County and being located within the following described points in the boundary thereof;

Beginning at a point in the west line of lands of the grantor, where it is intersected by the center line of the present right of way, the same being 7.50 feet southerly from and at right angles to Station 194/73 in the center line of survey made by the Department of Highways; running thence northerly along said property line to a point 45 feet northerly from and at right angles to center line Station 194/84; thence easterly, parallel to and 45 feet northerly from said center line of survey, to a point in the east line of Ashland County, the same being 45 feet northerly from and at right angles to center line Station 198/74.95; thence southerly along said county line to its intersection with the center line of the present right of way, the same being at center line Station 198/61; thence along the center line of the present right of way to the place of beginning,

It is understood that the strip of land above described contains .159 acres, more or less, exclusive of the present road which occupies .220 acres, more or less.

Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Department of Highways, Columbus, Ohio.

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

And the said Grantor, for himself and his heirs, executors, and administrators, hereby covenants with the said Grantee, its successors and assigns that he is the true and lawful owner of said premises, and is lawfully seized of the same in fee simple, and has good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and

Cash.

This conveyance has been examined
and the Grantor has complied with
Section 519.202 of the Revised Code

\$ _____ For \$ _____

DEC 18 2007

Number _____
Philip H. Leibolt
Ashland County Auditor

200700008746
Filed for Record in
ASHLAND COUNTY, OHIO
BARBARA J. HARDING
12-18-2007 At 03:29 pm.
EASEMENT 76.00
OR Book 572 Page 919 - 926

DEED OF CONSERVATION EASEMENT
AND AGREEMENT

no transfer necessary

This Deed of Conservation Easement ("Easement") is granted on this 12th day of December 2007 by Acres of Diamonds, LLC, an Ohio Limited Liability Company, having an address at 3201 Enterprise Parkway, # 450, Beachwood, OH 44122, together with its successors and assigns ("Grantor") in favor of the Killbuck Watershed Land Trust, a nonprofit corporation, qualified to do business in the State of Ohio, having an address at 2171-B Eagle Pass, Wooster, Ohio 44691, its successors and assigns ("Trust").

Whereas Grantor is the sole owner in fee simple of certain real property in Ashland County, the State of Ohio, more particularly described below (hereinafter referred to as the "Property"); and

Whereas the Trust is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 as amended (the "Code") and is qualified to accept conservation easements.

Now Therefore, in consideration of the mutual promises herein contained and for other valuable consideration and pursuant to the applicable Federal and State laws, the parties agree as follows.

1. Identification of Parties

1.1 Trust is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 as amended (the "Code") meets the requirements of Section 509(a)(2) of the Code and is a "qualified organization" as such term is defined in Section 170(h) of the Code and is qualified to take, hold and enforce conservation easements under the laws of the State of Ohio.

1.2 Grantor is the sole owner in fee simple of the Property and has full authority to donate this conservation easement (hereafter "Easement").

2. The Property

2.1 The Property consists of approximately 40 acres of undeveloped land located in Mohican Township, Ashland County, Ohio. Approximately 10 acres of the Property is woodland and the balance is tillable land. Access to the Property is obtained through an easement for ingress and egress as set forth in paragraph 6.2. The Property is more fully described as follows:

Situated in the Township of Mohican, County of Ashland and State of Ohio, and being the Northwest Quarter of the North East Quarter of Section 34, Township 21, Range 15, containing Forty (40) acres; more or less. Said land was described in deed recorded in Volume 125, Page 8, as follows: Being the North West Parcel of the North East Quarter of Section 34, Township 21, Range 15, commencing at the North West corner of said quarter; thence South on said quarter line 80 rods; thence East 80 rods; thence north 80 rods; thence west on section line to the place of beginning, containing 40 acres.
Permanent Parcel #H23-034-0-0009-00.

Official Records 78, p. 444

2.2 The specific conservation values and features of the Property are documented in detail on plat and soil maps and photographs, all of which is on record in the offices of Trust (hereafter the "Baseline Documentation") which provides an accurate representation of the Property at the time of this grant for the purpose of monitoring future compliance with this grant.

2.3 Grantor intends that the natural characteristics and features established in the Property's Baseline Documentation together with all activities which shall hereafter be permitted under this grant (the "Conservation Values") shall be preserved and maintained in perpetuity. Any

activities which would disrupt or adversely alter the Conservation Values, in any significant respect, shall be prohibited.

3. The Grant of Easement

3.1 Grantor, on behalf of itself and its successors and assigns, herewith grants and conveys unto Trust, its successors, and assigns, an Easement in perpetuity over the Property as hereinafter set forth and intends, thereby, to convey to Trust the right to preserve and protect the Conservation Values of the Property in perpetuity.

3.3 The Trust, by accepting this grant, shall honor the intentions of the Grantor stated herein and shall preserve and protect in perpetuity the Conservation Values of the Property.

3.4 The Easement granted to the Trust hereunder gives rise to a property right that is immediately vested in the Trust. Grantor agrees that the fair market value of the perpetual conservation restriction granted under this Easement equals the fair market value of the Property taken as a whole multiplied by the "Applicable Percentage." The term "Applicable Percentage" means the percentage determined by dividing the value of the perpetual conservation restriction granted under this Easement, at the time of the grant hereunder, by the value of the Property taken as a whole at the time of such grant.

4. Statement of Purpose.

4.1 It is the purpose of this Easement to assure that the Property will be retained forever in a condition consistent with its Conservation Values. No activity will be allowed which would significantly impair or interfere with the Conservation Values of the Property.

4.2 Grantor intends that this Easement will confine the use of the Property to agricultural and conservation activities, including without limitation, farming, ranching, timber production, growing and harvesting crops, private hunting and trapping, private recreation and education. While maintaining the Property for agriculture is a primary purpose, the Property can be utilized for other open space and land conservation activity, even if such activity is not economically feasible. In furtherance of this purpose, if, at any future time, the owners of the Property cannot or do not desire to use the land for agricultural purposes, then the Property may be allowed to remain in a natural state of wilderness, undeveloped and unoccupied.

5. Rights of Grantor.

5.1 Rights of Ownership. Grantor reserves all customary rights and privileges of ownership, including the rights to sell, lease, transfer by gift or devise the Property, as long as such rights and privileges are exercised in a manner which is consistent in all significant respects with the terms and conditions of this Easement.

5.2 Acts Beyond Grantor's Control. Unless otherwise specified below, nothing in this Easement shall be construed to entitle Trust to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

5.3 Privacy. The Grantor retains the right to privacy and the right to exclude any member of the public from trespassing on the Property. No right of access by the general public to any portion of the Property is conveyed by this Easement. This right shall not prevent the Trust from entering onto the Property at all reasonable times upon reasonable advance written notice first given for the purpose of inspecting the Property or enforcing the provisions of this Easement.

5.4 **Agricultural and Conservation Purposes.** Grantor retains the right to use the Property for agricultural and conservation purposes or other purposes consistent with the terms, conditions, restrictions and prohibitions herein or to allow others to use the Property for such purposes within applicable laws. Such purposes shall include, but not be limited to:

- A. The right to use the Property for the enjoyment of the natural environment for themselves and others in private ways and, at their discretion, through limited public recreational and educational activities.
- B. The right to make minor improvements to the Property, such as trails, necessary for agricultural and conservation purposes, but which are consistent with the purpose of this Easement.
- C. The right to repair, replace, or build new fences for purposes of reasonable and customary management of livestock and wildlife.
- D. The right to use the water rights for agricultural production or domestic use on the Property, as well as all non-tributary ground water and all water rights appurtenant to the Property, known or unknown, provided the Grantor shall not transfer, encumber, lease or otherwise sever such water rights from the title to the Property itself. Grantor maintains the right to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement. Grantor may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the terms of this Easement and is carried out in accordance with law.
- E. The right to hunt or trap wild animals on the Property or to extend such rights to other individuals provided that the same shall not be conducted as a commercial enterprise.
- F. The right to construct and maintain unpaved farm roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement, provided that driveways and parking areas adjacent to the homesite and/or connecting the homesite and farm buildings to public highways may be paved.
- G. The right to drill for and produce oil and gas, to lease the Property for such purposes, or to unitize the Property with other adjoining properties for such purposes as long as no unreasonable disturbance to the surface of the Property shall occur.

6. **Rights of Trust.** To accomplish the purpose of this Easement the following rights are conveyed to Trust by this Easement:

6.1 To preserve and protect the Conservation Values of the Property. In furtherance thereof, all development rights appurtenant to the Property, and not otherwise reserved to the Grantor, are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it is now or hereafter may be bounded or described, or used for the purpose of calculating permissible lot yields of any other property.

6.2 To enter upon the Property at reasonable times upon reasonable advance written notice first given in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor. Trust's

entry shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property. Grantor hereby grants to the Trust, for the benefit of Trust's Conservation Easement interest in the Property and for the purpose of permitting the Trust to exercise its right of entry under and in accordance with this Section 6.2, a perpetual, non-exclusive easement and right of way for pedestrian ingress and egress to and from the Property and State Road 95, over, across, upon and through those portions of the "Contiguous LLC Property", as hereinafter defined, as may be designated by the Grantor from time to time at the request of the Trust and that allows the Trust reasonable pedestrian access to the Property. For purposes of this document, "Contiguous LLC Property" means that real property owned by the Grantor as of the date first set forth above that is contiguous to the Property.

6.3 The right to pursue any action in a court of law to seek to prevent any activity on or use of the Property that is inconsistent, in any significant manner, with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

7. **Prohibited Activities.** It is impossible to anticipate every use of the Property which will adversely affect the Conservation Values of the Property. However, there are specific activities which, in addition to others, are particularly abhorrent to the parties and therefore are specifically prohibited. This list should not be construed as being exclusive; rather the prohibited activities listed shall be in addition to any other activities which in the Trust's reasonable opinion will violate this grant.

7.1 **Subdivision.** No portion of the Property shall be subdivided, whether by physical or legal process, without the advance written permission of the Trust; however, Grantor shall be permitted to split off, by subdivision or otherwise, without such permission, portions of the Property in parcels of not less than 5 acres in size, allowing thereby separate legal parcels which shall be subject to the restrictions and prohibitions of this Easement.

7.2 **Road Construction.** No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material except driveways and parking areas comprising part of the homestead and/or which provide access to farm buildings.

7.3 **Trash.** No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, waste or radioactive or hazardous waste nor agri-sludge shall be placed, stored, dumped, buried or permitted to remain on the Property. The storage of agricultural products, byproducts and agricultural equipment on the Property in accordance with the purposes of this Easement is permitted.

7.4 **Mining/Extraction of Minerals.** No mining activity shall be conducted for the extraction of soil, sand, gravel, rock or other mineral substance, using any method that disturbs the surface of the land. Soil, sand, gravel and rock may be moved, without prior written permission, for agricultural purposes or to enhance or protect the natural qualities of the Property. The Property may be leased directly or unitized with other properties for the purpose of oil and gas production, pursuant to Paragraph 2.4.G.

7.5 **Timber.** Standing live timber shall not be cut for commercial use or sale except in accordance with a timber management plan approved by Trust. This prohibition shall not preclude Grantor from selectively cutting trees for Grantor's personal use.

7.6 **Construction.** No structures shall be built on the Property, except buildings and facilities for agricultural or other use consistent with the purposes of this Easement with the advance written permission of the Trust.

8. **Responsibilities of Grantor and Trust Not Affected.** Other than as specified herein, this Deed shall not impose any legal or other responsibility on the Trust, nor affect, in any way, any existing obligation of the Grantor as owners of the Property. Without limitation, this shall

include:

8.1 Taxes. The Grantor shall continue to be solely responsible for payment of all taxes or assessments levied against the Property that accrue while Grantor owns the Property. If the Trust is ever required to pay any such taxes or assessments on its interest in the Property, Grantor will reimburse the Trust for same.

8.2 Upkeep and Maintenance. The Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property. The Trust shall have no obligation for the upkeep and maintenance of the Property.

8.3 Liability and Indemnification. If the Trust is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property during the period that the Grantor owns the Property, the Grantor shall indemnify and reimburse the Trust for these payments as well as for reasonable attorney fees and other expenses of defending itself. This provision shall not apply to injuries or damage incurred by employees or volunteers of the Trust resulting from any entry onto the Property pursuant to any duties related to Trust.

8.4 Trust's Environmental Liability. Nothing in this Easement, nor any activities of the Trust, shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Trust to exercise physical or managerial control over the day-to-day operations of the Property, nor shall the Trust be considered an owner or operator of the Property when such term would have the effect of imposing any liability upon the Trust arising out of any Federal, State or local environmental laws or regulations.

9. Enforcement. Trust shall have the following rights of enforcement, in addition to all other rights provided by law.

9.1 The right to enter upon the Property shall belong to the Trust, with reasonable advance notice given to Grantor, for the purpose of inspecting for compliance with the terms of this Easement.

9.2 Written notice, mailed to the address provided herein, by registered or certified mail, return receipt requested, shall be given to the Grantor if the Trust reasonably determines or discovers that a violation of the terms of this Easement has occurred or is threatened. The notice shall be effective upon receipt or upon Grantor's refusal of receipt. Grantor shall thereupon undertake corrective action to restore the property in accordance with the terms of this Easement. If circumstances require immediate action, which in the reasonable opinion of the Trust, are necessary for the protection of the Property, Trust may proceed to enforce its rights herein and to seek all appropriate remedies without first issuing a notice, subject only to Ohio laws, regulations and rules of civil procedure.

9.3 Injunctive relief may be sought if in Trust's sole discretion, an ongoing or threatened violation could irreversibly diminish or impair the Conservation Values of the Property. The parties acknowledge that, with respect to violations of this Easement, Trust may have an inadequate remedy at law and therefore Trust shall be entitled to seek to enjoin a violation through a temporary restraining order, preliminary injunction and/or permanent injunction.

9.4 Additional relief. In addition to injunctive relief, Trust shall be entitled to seek the following remedies in the event of a violation:

- A. Monetary damages, including damages for the loss of the Conservation Values protected by this Easement
- B. Restoration of the Property to its condition existing prior to such violation

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. The failure of Trust to discover a violation or to take immediate legal action shall not bar Trust from doing so at a later time and the defenses of laches or the provisions of any applicable statutes of limitation are hereby expressly waived.

10. **Notice to Trust.** With regard to any activity requiring Trust's approval, Grantor shall notify the Trust, in writing, prior to conducting such activity in sufficient time (but not less than 30 days) to allow Trust an opportunity to consider the activity within the purposes of the Easement. After receipt of such notice, Trust shall respond within a reasonable time, but not later than 30 days; provided that if the Trust needs additional time to consider Grantor's request, Trust shall notify Grantor of its need for additional time. Trust shall not unreasonably withhold its permission if the proposed activity will not materially hinder nor impair the purposes of the Easement.

11. **Amendment of Easement.** This Easement may be amended only with the written consent of Trust and Grantor. Any such amendment shall be considered with the Statement of Purpose of this Easement and with Trust's easement amendment policies and shall comply with Section 170(h) of the Code, any regulations promulgated in accordance with that section, and any applicable Ohio statutes and regulations. No amendment shall make this Easement less restrictive in any significant manner. Any such amendment shall be duly recorded in the official records of Ashland County and annotated by reference to this original document.

12. **Transfer of Easement.** Trust shall not transfer the Easement to any other natural or legal person; provided, however, that Trust shall have the right to transfer this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code and under (applicable State easement enabling statute), provided the transferee expressly agrees to assume the responsibility imposed on Trust by this Easement. If Trust ever ceases to exist or no longer qualifies under Section 170(h) of the Code, or applicable state law, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement. Trust shall give Grantor at least 30 days written notice of its intent to transfer the Easement under this paragraph.

13. **Transfer of the Property.** At any time the Property itself, or any interest in it, is transferred by the Grantor to any third party, the Grantor shall notify the Trust, in writing, prior to the transfer of the Property and the document of conveyance shall expressly refer to this Deed of Easement. Copies of any recorded documents of transfer shall be timely provided to Trust.

14. **Interpretation.** This Deed shall be interpreted under the laws of the State of Ohio, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

15. **Perpetuation.** The rights created by this Easement shall run with the land in perpetuity. Every provision of this Deed that applies to the Grantor or Trust shall apply to their respective agents, heirs, executors, administrators, assigns and all other successors as their interests may appear.

No merger of title, estate or interest shall be deemed effected by any previous, contemporaneous or subsequent deed, grant or assignment of an interest or estate in the Property or any portion thereof, to Trust, it being the express intent of the parties that this Easement not be extinguished by or merged into any other interest or estate in the Property now or hereafter held by Trust.

16. **Termination of Easement.** The Court of Common Pleas of Ashland County, if it determines that conditions surrounding the Property have changed so much that it becomes

impossible or impractical to fulfill the conservation purposes of the Easement, shall be empowered to modify this Easement in accordance with all applicable laws and regulations, at the joint request of Grantor and Trust, provided that such modification shall strive to preserve the Conservation Values of the Property, whether or not such preservation is economically feasible.

16.1 If judicial proceedings, whether by eminent domain, condemnation, or other legal proceeding, extinguish or modify this Easement, Trust shall be entitled to that portion of the proceeds from any subsequent sale or other disposition of the Property that equals such proceeds multiplied by the Applicable Percentage.

16.2 If judicial proceedings, whether by eminent domain, condemnation, or other legal proceeding, extinguish or modify this Easement, Trust shall be entitled to that portion of the proceeds allocated to its Easement interest from any subsequent sale or other disposition of the Property which represents the value of the Property's development rights so modified.

17. **Authority of Grantor's Signatories.** Edward N. Grossman, Jr., who has signed this document on behalf of Grantor does hereby warrant that he is the Managing Member of Grantor and that he is duly empowered to execute this document on behalf of Grantor.

18. **Notices.**

For purposes of this document, legal notices shall be given as follows:

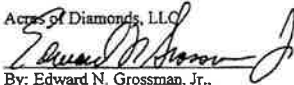
To Grantor: Acres of Diamonds, LLC
3201 Enterprise Parkway # 450
Beachwood, OH 41122

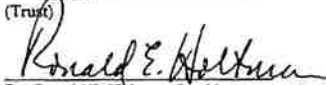
To Trust: Statutory Agent, Killbuck Watershed Land Trust
Attn: Ronald E. Holtman
2171-B Eagle Pass
Wooster, Ohio 44691-5320

The parties or their successors shall provide current addresses to the other parties at any time that such addresses change. In the event a change of statutory agent and or the agent's address shall be filed by the Trust with the Ohio Secretary of State, such change shall be effective upon such filing date.

In Witness Whereof, we have hereunto set our hands this 12th day of December 2007.

Signed and acknowledged in presence of

Acres of Diamonds, LLC

By: Edward N. Grossman, Jr.,
Managing Member

The Killbuck Watershed Land Trust
(Trust)

By: Ronald E. Holtman, President

State Of Ohio

ss:

Cuyahoga County

Before me, a Notary Public in and for said County and State, personally appeared the above named **Edward N. Grossman, Jr.**, the Managing Member of the Grantor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, personally and as said Managing Member.

In Testimony Whereof, I have hereunto set my hand and official seal at Cleveland, Ohio, this 12 day of December 2007.

Sally A. Todd
Notary Public



SALLY A. TODD
Notary Public, State of Ohio, Cuy. City
My Commission Expires June 24, 2008

State Of Ohio

ss:

Wayne County

Before me, a Notary Public in and for said County and State, personally appeared the above named **Ronald E. Holtman**, President of **Killbuck Watershed Land Trust**, the Trust, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, personally and as said officer.

In Testimony Whereof, I have hereunto set my hand and official seal at Wooster, Ohio this 15th day of December 2007.

Sondra G. Woods
Notary Public



This instrument prepared by:
Logee, Hostettler, Stutzman & Lehman
Ronald E. Holtman, Attorney at Law
2171-B Eagle Pass, Wooster, OH 44691-5320
Phone (330)264-6115

SONDRA G. WOODS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
FEBRUARY 27, 2011



Cindy Funk
County Auditor
Ashland County, Ohio
auditor.ashlandcountyoh.us

10/31/2025

FIRST SKETCH				LEGAL																																											
				OWNER ACRES OF DIAMONDS LLC ADDRESS 112 ST RT 95 DESCRIPTION ST RT 95 SECTION 27 1 SCHOOL DIST HILLSDALE LSD TAX DIST H23 ACREAGE 80.0000																																											
VALUATION <table border="1"> <thead> <tr> <th></th> <th>APPRAISED</th> <th>ASSESSED</th> </tr> </thead> <tbody> <tr> <td>LAND</td> <td>\$562,100.00</td> <td>\$196,740.00</td> </tr> <tr> <td>IMPROVEMENTS</td> <td>\$168,980.00</td> <td>\$59,140.00</td> </tr> <tr> <td>CAUV</td> <td>\$100,690.00</td> <td>\$35,240.00</td> </tr> <tr> <td>TOTAL</td> <td>\$269,670.00</td> <td>\$94,380.00</td> </tr> </tbody> </table>					APPRAISED	ASSESSED	LAND	\$562,100.00	\$196,740.00	IMPROVEMENTS	\$168,980.00	\$59,140.00	CAUV	\$100,690.00	\$35,240.00	TOTAL	\$269,670.00	\$94,380.00																													
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H23-034-0-0009-00



Cindy Funk
County Auditor
Ashland County, Ohio
auditor.ashlandcountyoh.us

10/31/2025



MOST RECENT PHOTO

LEGAL

OWNER	ACRES OF DIAMONDS LLC		
ADDRESS	CO RD 175		
DESCRIPTION	CO RD 175 REAR SECTION 34 O		
SCHOOL DIST	HILLSDALE LSD	TAX DIST	H23
ACREAGE	40.0000		

VALUATION

	APPRAISED	ASSESSED
LAND	\$224,000.00	\$78,400.00
IMPROVEMENTS	\$0.00	\$0.00
CAUV	\$60,630.00	\$21,220.00
TOTAL	\$60,630.00	\$21,220.00

TAXES

TAXABLE VALUE	\$21,220.00
ROLLBACKS	NONE
HALF (1ST / 2ND)	\$372.24 / \$372.24
YEAR (TOTAL / BALANCE)	\$744.48 / \$0.00

SPECIAL ASSESSMENTS

COUNT	0
DELINQUENT / BALANCE	\$0.00 / \$0.00
TOTAL / BALANCE	\$0.00 / \$0.00

MOST RECENT SALES

DATE	BUYER	SELLER	# PARCELS	PRICE	VALIDITY
11/18/1997	ACRES OF DIAMONDS LLC	HI-WAY BITUMINOUS COMPANY	2	\$142,500.00	YES
1/1/1990	HI-WAY BITUMINOUS COMPANY	UNKNOWN	0	\$0.00	UNKNOWN

LAND

CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE
0	0	0	40.0000	0	\$160,000.00

IMPROVEMENTS

PRAECIPE

ISSUE DATE 08/19/23
COURT OF COMMON PLEAS OF ASHLAND COUNTY
STATE OF OHIO
OHIO DEPARTMENT OF TAXATION

DEBORAH A. MYERS
ASHLAND CLERK OF COURTS
142 W. SECOND STREET
ASHLAND, OH, OHIO 44805

PLAINTIFF

TYPE: USE TAX
SERIAL NO.: 100002570693
ACCOUNT NO.: 20864012

VS.

ACRES OF DIAMONDS

112 STATE ROUTE 95

JEROMESVILLE, OH 44840-9621

DEFENDANT

THE AFORMENTIONED ASSESSMENT HAS BECOME FINAL BY OPERATION OF LAW FOR THE PURPOSE OF HAVING A JUDGMENT LIEN RECORDED THEREON. PER OHIO REVISED CODE 131.02 EACH CLAIM SHALL BEAR COLLECTION COSTS AND INTEREST (AT THE RATE PER ANNUM REQUIRED BY 5703.47 OF THE REVISED CODE) FROM THE DAY ON WHICH THE CLAIM BECAME DUE.

TO THE CLERK OF COMMON PLEAS COURT:

ENTER JUDGMENT AND RECORD CERTIFICATE OF JUDGMENT.

PROCESS TIME: 9:52 AM
JUDGMENT RECORDED ON:

DATE: 08/25/23

AMOUNT: 1582.22

CASE NO: 23-CJ-0854

DOCKET: 23

PAGE: 0854

2023 AUG 25 A 9:57
DEBORAH A. MYERS
CLERK OF COURTS
ASHLAND, OHIO

IN



I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF THE ACTION OF THE ATTORNEY GENERAL'S OFFICE TAKEN THIS DATE WITH RESPECT TO THE ABOVE MATTER.

A handwritten signature in cursive script, appearing to read "Joseph Testa".

Joseph Testa

PRAECIPE-RENEWAL

ISSUE DATE 08/22/24
COURT OF COMMON PLEAS OF ASHLAND COUNTY
STATE OF OHIO
OHIO DEPARTMENT OF TAXATION

DEBORAH A. MYERS
ASHLAND CLERK OF COURTS
142 W. SECOND STREET
ASHLAND, OH, OHIO 44805

PLAINTIFF

2024 AUG 23 A 10:18

TYPE: SALES TAX

VS.

DEBORAH A. MYERS
CLERK OF COURTS
ASHLAND, OHIO

RISK NO: 06201400270570
ACCOUNT NO.: 12466747

ACRES OF DIAMONDS

112 STATE ROUTE 95

JEROMESVILLE, OH 44840

DEFENDANT

AMOUNT: 1155.71

THE AFORMENTIONED ASSESSMENT HAS BECOME FINAL BY OPERATION OF LAW FOR THE PURPOSE OF HAVING A JUDGEMENT LIEN RECORDED THEREON. PER OHIO REVISED CODE 131.02 EACH CLAIM SHALL BEAR COLLECTION COSTS AND INTEREST (AT THE RATE PER ANNUM REQUIRED BY 5703.47 OF THE REVISED CODE) FROM THE DAY ON WHICH THE CLAIM BECAME DUE.

TO THE CLERK OF COMMON PLEAS COURT:

ENTER JUDGEMENT AND RECORD CERTIFICATE OF JUDGEMENT.

PROCESS TIME: 10:06 AM
JUDGEMENT RECORDED ON:

	OLD:	RENEWAL:
DATE:	08/22/14	08/23/24
CASE NO.:	14-CJ-0980	24-CJ-0831
DOCKET:	14	24
PAGE:	0980	0831

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF THE ACTION OF THE ATTORNEY GENERAL'S OFFICE TAKEN THIS DATE WITH RESPECT TO THE ABOVE MATTER.



Jeff A. McLean

OHIO DEPARTMENT OF TAXATION

A 1 2 4 6 6 7 4 7 C S T 1 0 0