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

**Transaction Identification Data for reference only:**

Issuing Agent: Mercury Title Agency, Inc.  
 Issuing Office: 1231 Lincoln Way East, Massillon, OH 44646  
 ALTA® Universal ID:  
 Loan ID No.:  
 Commitment No.: 42-030  
 Issuing Office File No.: 42-030  
 Property Address: 9210 Justus Ave SW, Beach City, OH 44608  
 Revision No.:

**SCHEDULE A**

1. Commitment Date: March 3, 2022 at 08:30 AM
2. Policy to be issued:
  - (a)  ALTA Owner's Policy of Title Insurance (6-17-06)  
 ALTA Homeowner's Policy of Title Insurance (Rev. 12-2-13)  
 Proposed Insured: To be determined  
 Proposed Policy Amount:
  - (b)  ALTA Loan Policy of Title Insurance (6-17-06)  
 ALTA Expanded Coverage Residential Loan Policy (Rev. 12-2-13)  
 Proposed Insured:  
 Proposed Policy Amount:
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 Commitment Date vested in:  
 Mary Jane Durishin, Successor Trustee of The Long Lane Farm Trust dated November 8, 2013  
 S.O.T.: OR Imaging No. 202008140034312
5. The Land is described as follows:  
 See Schedule C attached hereto and made a part hereof.

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

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**SCHEDULE A**  
(Continued)

Commitment No.: 42-030

**FIRST AMERICAN TITLE INSURANCE  
COMPANY**

By:   
\_\_\_\_\_  
Rex W. Miller

Issuing Agent: Mercury Title Agency, Inc.  
Agent ID No.: b1956  
Address: 1231 Lincoln Way East  
City, State, Zip: Massillon, OH 44646  
Telephone: (330)833-8521


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

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	<small>ISSUED BY</small> <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII</b>	

Commitment No.: 42-030

**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Warranty Deed from Mary Jane Durishin, Successor Trustee of the Long Lane Farm Trust dated November 8, 2013 to successful bidder at auction.
  - b. A Memorandum of Trust from Mary Jane Durishin, Successor Trustee of the Long Lane Farm Trust dated November 8, 2013.

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**SCHEDULE B**  
(Continued)

Commitment No.: 42-030

**SCHEDULE B, PART II**  
**Exceptions**

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. The January 2022 installment for the first half of 2021 for Permanent Parcel No. 10013146(24 SW 14.63A)

\$5381.67	Current Gross Tax Per Half
- 1622.60	Tax Reduction
- 398.83	10% Reduction + 2.5% Discount
+ 3.00	Muskingum Watershed Conservancy Assessment

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**SCHEDULE B**  
(Continued)

Commitment No.: 42-030

\$3363.24 Taxes for the first half 2021 are due and not yet paid.

Land Value, \$161,500.00 Building Value \$289,400.00; Total Value \$450,900.00;

Taxes for the second half year 2021 and thereafter are a lien, but not yet due and payable.

NOTE: Taxes are delinquent in the amount of \$13,365.29


10. Subject to the rights of the public to any portion of the Land lying within a publicly dedicated street, road, highway or alley,
11. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein.
12. Subject to any covenant, condition or restrictions referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) related to handicap, but does not discriminate against handicapped people.
13. Subject to an Easement as contained in a Quit Claim Deed from Michael R. Durishin and Mary Jane Durishin, husband and wife to Micharel R. Durishin and Mary Jane Durishin Co-Trustees of the Long Lane Farm Trust dated November 8, 2013, filed for record November 12, 2013 at 9:45 AM and recorded as Imaging No. 201311120055209, Stark County Ohio Official Records.
14. Subject to an Oil and Gas Lease to Belden & Blake Corporation dated April 29, 1976, filed for record May 5, 1976 at 10:07 AM and recorded in Volume 187, page 367, Stark County Ohio Lease Records.,
15. Subject to an Assignment from Belden & Blake Corporation to MB Operating Co. dated July 25, 1979, filed for record August 3, 1979 at 10:05 AM and recorded in Volume 198, page 397, Stark County Ohio Records.
16. Subject to a License Grant from Michael R. Durishin and Mary Jane Durishin, husband and wife to Gary L. Habrun dated May 29, 2009, filed for record June 1, 2009 at 3:56 PM and recorded as Imaging No.200906010021753, Stark County Ohio Official Records.
17. Subject to a Permanent Easement Agreement between Mary Jane Durishin, Successor Trustee of the Long Lane Farm Trust dated November 8, 2013 and Rover Pipeline LLC dated March 3, 2015, filed for reocrd March 4, 2015 at 11:14 AM and recorded as Imaging No.,201503040007714, Stark County Ohio Official Records.

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

Commitment No.: 42-030

**SCHEDULE C  
Legal Description**

The Land is described as follows:

For legal description of 14.627 acre tract, see Exhibit "A"

May 6, 2020

**DESCRIPTION OF A 14.627 ACRE PARCEL**

Situated in the State of Ohio, County of Stark, Township of Sugar Creek (T-11, R-10) and being part of the Southwest Quarter of Section 24 and being part of a parcel now or formerly owned by Michael R. and Mary Jane Durishin, Co-Trustees of the Long Lane Farm Trust dated November 8, 2013 (Instrument #2001311120055209) and being more particularly described as follows:

Beginning at a Flare Top Monument (SUG-<sup>102</sup>~~105~~) found at the northwest corner of said Southwest Quarter of Section 24 and the True Place of Beginning of the herein described parcel;

1. Thence S 87°58'14" E, along the north line of the Southwest Quarter of Section 24, a distance of 600.00 feet to a 3/4" steel rod with a Deibel cap set;
2. Thence S 02°12'31" W, along a new line of division, a distance of 1061.84 feet to 3/4" steel rod with a Deibel cap set;
3. Thence N 87°59'35" W, along lands now of formerly owned by Gary L. and Catherine E. Habrun, as Co-trustees of the Gary and Catherine Habrun Revocable Trust dated January 21, 2015, a distance of 600.00 feet a 5/8" steel rod with an illegible cap found;
4. Thence N 02°12'31" E, along the west line of the Southwest Quarter of Section 24, a distance of 1062.08 feet to a flare top steel rod found and the True Place of Beginning of the herein described parcel.

ALAN HAROLD  
Stark County Auditor  
FEE

NOV 12 2013

TRANSFERRED 1,00  
TRANSFER NOT NECESSARY  
DEPUTY SW  
IN BEHALF OF THE STARK COUNTY AUDITOR



Instr: 20131120055209 11/12/2013  
P: 1 of 3 F: \$36.00  
Rick Campbell 9:45AM DEED  
Stark County Recorder T20130051591

### Quit-Claim Deed

Know All Men By These Presents, that we, MICHAEL R. DURISHIN and MARY JANE DURISHIN, husband and wife, the Grantors, for valuable consideration received, GRANT to MICHAEL R. DURISHIN and MARY JANE DURISHIN, Co-TRUSTEES of the LONG LANE FARM TRUST DATED NOVEMBER 8 2013, the Grantees, their successors and assigns forever, all such right and title as we, the said Grantors have or ought to have in and to the following described real property:

#### Parcel No. 1.

Situated in the Township of Sugarcreek, County of Stark and State of Ohio:

Known as and being a part of the southwest quarter of Section No. 24, Township No. 11, Range No. 10, beginning at a stone at the northwest corner at a stone; thence south 85 ¾ degrees east thirty-seven chains and fifty links to a stone in the quarter section line; thence south 26 degrees and 33 minutes west thirteen chains and fifty-four links to a stone; thence south 84 degrees and 33 minutes west twenty chains and eighteen links to a stone; thence north 85 ¾ degrees west twelve chains and sixty-two links to the west line of said Section; thence north 4½ degrees east sixteen chains and nine links to the place of beginning containing fifty-one acres and eighty-six hundredths of an acre, (51.86)

Also a part of the northwest quarter of the aforementioned section 24, same township and range, beginning at a stone at the center of said section; thence north 87½ degrees west twenty-one chains and twenty-five links to a stone in the quarter section line; thence north 2¾ degrees east five chains and thirty-six links; thence south 88 ¼ degrees east eleven chains and seventy-five links to a post; thence

UT00461 3 TRS A11 EA  
UT00645 3 11-12-13 WJ

12534





Instr: 20131120055209 11/12/2013  
P: 2 of 3 F: \$36.00  
Rick Campbell 9:45AM DEED  
Stark County Recorder T20130051591

south  $2\frac{3}{4}$  degrees west fifty links to a stake; thence south  $87\frac{1}{2}$  degrees east nine chains and fifty-eight links to the quarter section line; thence south  $2\frac{3}{4}$  degrees west five chains to the place of beginning, containing eleven acres and fourteen hundredths of an acre, (11.14).

The Grantors also give and grant unto the Grantee, his heirs and assigns, the right of ingress and egress to and from said premises over a strip of ground 16 feet wide, beginning at the southwest corner of the said 51 and 86 hundredths acre tract, and running thence westerly along the south line of the farm formerly known as the Andrew J. Roush farm to the west line of said farm and the improved highway, it having been agreed by and between the grantors and the grantee, his heirs and assigns, that the grantee shall build and maintain a fence for half of the distance along the north side of said right of way; it being acknowledged and understood that the property owner adjoining said right of way shall build and maintain a fence for the other half of the distance along the north side of said right of way. Provided, however, that if said easement should at any time be abandoned or discontinued for the purposes of ingress and egress to and from said premises, the title shall at once revert to Sterline McWhinney, his heirs and assigns.

PCR: OR Vol. 1074 Page 359 and Instrument No. 20090225006996,  
Stark County Recorder's Office.

Permanent Parcel No: 67-00451

Parcel No. 2:

Situated in the Township of Sugar Creek, County of Stark and State of Ohio:

And being a part of the Southeast Quarter of Section 23, Township 11, Range 10, Stark County, Ohio, beginning at the northeast corner of said quarter; thence with The Quarter Section line North  $85^\circ$  West 12 chains and 59 links to a stone; thence South  $4\frac{1}{2}^\circ$  West 16 chains and 9 links to a stone; thence South  $85^\circ$  East 12 Chains and 59 links to the section line; thence North  $4\frac{1}{2}^\circ$  East 16 chains and 9 links to the place of beginning, containing 20.26 acres, more or less.

PCR: Instrument No. 199511200055769, Stark County Recorder's Office.

Permanent Parcel No.: 67-00545

Instr: 20131120055209  
P: 3 of 3 F: \$36.00 11/12/2013  
Rik Campbell 9:45AM DEED  
Stark County Recorder T20130051591

Tax Mailing Address: 9210 Justus Avenue S.W., Beach City, Ohio

EXECUTED at Beach City, Ohio, this 2 day of November, 2013.

  
MICHAEL R. DURISHIN

  
MARY JANE DURISHIN

STATE OF OHIO            )  
                                  )SS:  
STARK COUNTY            )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named MICHAEL R. DURISHIN and MARY JANE DURISHIN, husband and wife, THE GRANTORS who acknowledged that they did execute 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 Beach City, Ohio, this 2 day of November, 2013.



REX W. MILLER, ATTORNEY  
Notary Public-State of Ohio  
My Commission Has No Expiration Date  
Section 147.03 R.C.

  
NOTARY PUBLIC

INSTRUMENT PREPARED BY:  
Rex W. Miller, Attorney at Law  
LESH, CASNER & MILLER  
Telephone: 330-493-0040



Liabilities under the name of each and all parties hereto relating in any way to the portion or all of the premises indicated on said surrender, and the land rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

In the event the lessee is unable to perform any of the acts to be performed by the lessee by reason of force majeure including but not limited to acts of God, strikes, riots, and governmental restrictions this lease shall nevertheless remain in full force and effect until the lessee can perform said act or acts.

All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns, and the Lessor hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and contains all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them.

IN WITNESS WHEREOF the Lessors have hereunto set their hands.

Signed and Acknowledged in the presence of:

*Kenneth E. Robb*  
*Earl E. Miller*

*Louis R. LaFord* (Seal)  
LOUIS R. LAFORD (Seal)

*J. A. F. LaFord* (Seal)  
J. A. F. LAFORD (Seal)

*J. A. F. LaFord* (Seal)  
J. A. F. LAFORD (Seal)

STATE OF OHIO On this 29<sup>th</sup> day of APRIL 1976  
County of STARK before me, a NOTARY PUBLIC  
personally appeared the said LOUIS R. LAFORD AND J. A. F. LAFORD  
who acknowledged that THEY did sign and seal the foregoing instrument and that it is THEIR free act and deed.

WITNESS my hand and OFFICINE seal, the day and year aforesaid.  
KENNETH E. ROBB, Notary Public  
Stark, Tussitt, Ohio  
My Commission expires 1/21/81 day of A. D. 19

STATE OF OHIO before me, a Notary Public  
County of STARK in and for said County  
personally appeared the said  
who acknowledged that they did sign and seal the foregoing instrument and that it is their free act and deed.  
WITNESS my hand and seal, the day and year aforesaid.  
Notary Public, Justice of the Peace. (Seal)

THIS INSTRUMENT WAS PREPARED BY BELDEN & BLAKE CORPORATION

9568

OIL, GAS, AND STORAGE LEASE

BELDEN & BLAKE CORPORATION  
702 WEST TUSCARAWAS STREET  
CANTON, OHIO 44703

LOCATED  
STARK

10/27/76  
MAY - 4 1976  
MAY 5 1976

367  
*Kevin E. Miller*  
300

ASSIGNMENT  
KNOW ALL MEN BY THESE PRESENTS: That BELDEN S BLAKE CORPORATION, an Ohio corporation of 7555 Freedom Avenue NW, North Canton, Ohio 44720, hereinafter called ASSIGNOR, subject to the terms, conditions and reservations herein after contained, for valuable consideration does hereby assign, set over and transfer unto MB OPERATING CO., INC., of 205 Central Plaza South, Canton, Ohio 44702, hereinafter called ASSIGNEE, those certain oil and gas leases and portions thereof covering lands in Lake and Sugarcreek Townships, Stark County, Ohio, reference to which leases and the recording thereof in the Stark County, Ohio Lease Records is hereby made as though herein fully rewritten, described as follows:

- L #4241 That certain oil and gas lease from Nelson G. and Iva M. Machamer, husband and wife, dated December 5, 1959, and recorded in Volume 121, Page 233, covering 3 acres, more or less.
- L #4242 That certain oil and gas lease from Henry E. and Mary H. Miller, husband and wife, dated December 7, 1959, and recorded in Volume 121, Page 235, covering 2 acres, more or less.
- L #4243 That certain oil and gas lease from Raymond R. and Iva L. Hostetler, husband and wife, dated December 7, 1959, and recorded in Volume 121, Page 237, covering 2 acres, more or less.
- L #4246 That certain oil and gas lease from Crist J. and Anna Troyer, husband and wife, dated December 9, 1959, and recorded in Volume 121, Page 243, covering 3 acres, more or less.
- L #4247 That certain oil and gas lease from Jacob E. and Mary J. Miller, husband and wife, dated December 9, 1959, and recorded in Volume 121, Page 245, covering 3 acres, more or less.
- L #4249 That certain oil and gas lease from Daniel J. and Elizabeth Gingerich, husband and wife, dated December 9, 1959, and recorded in Volume 121, Page 249, covering 3 acres, more or less.
- L #4255 That certain oil and gas lease from Donald E. and Lois I. Kinsley, husband and wife, dated December 2, 1959, and recorded in Volume 121, Page 253, covering 2 acres, more or less.
- L #4256 That certain oil and gas lease from Paul R. and Grace Doubledee, husband and wife, dated December 3, 1959, and recorded in Volume 121, Page 255, covering 3 acres, more or less.
- L #4257 That certain oil and gas lease from William F. and Ann H. Kinsley, husband and wife, dated December 4, 1959, and recorded in Volume 121, Page 257, covering 1 acre, more or less.
- L #4258 That certain oil and gas lease from Lester H. and Elizabeth N. Kinsley, husband and wife, dated December 4, 1959, and recorded in Volume 121, Page 259, covering 1 acre, more or less.
- L #4259 That certain oil and gas lease from Norman D. and Goldie E. Kinsley, husband and wife, dated December 4, 1959, and recorded in Volume 121, Page 261, covering 8 acres, more or less.
- L #4260 That certain oil and gas lease from Alvin A. and Ada M. Schlabach, husband and wife, dated December 4, 1959, and recorded in Volume 121, Page 263, covering 7 acres, more or less.

IN WITNESS WHEREOF, the Assignor and Belden & Blake Corporation, the Assignor, by its Officers being thereunto duly authorized, have hereunto set their hands at North Canton, Ohio, this 25th day of July, 1979.

Signed and acknowledged in the presence of:

ASSIGNOR  
BELDEN & BLAKE CORPORATION

*Nancy A. McLaughlin*  
*Ronnie Kay Barnard*

By: *Henry S. Belden*  
Henry S. Belden IV, President  
By: *Joseph M. Vitale*  
Joseph M. Vitale, Asst. Secretary

ASSIGNEE  
MB OPERATING CO., INC.

*Diana Blackburn*  
*Erica Stemple*

By: *M. B. Belden, Jr.*  
M. B. Belden, Jr., President  
By: *Lois B. Rollins*  
Lois B. Rollins, Asst. Secretary

STATE OF OHIO )  
                  ) SS:  
COUNTY OF STARK )

Before me, a Notary Public in and for said County and State, personally appeared the above named Henry S. Belden IV and Joseph M. Vitale, President and Assistant Secretary, respectively, who acknowledged that they did sign the foregoing instrument for and on behalf of Belden & Blake Corporation and that the same is their free act and deed and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this 25th day of July, 1979.

*Nancy A. McLaughlin*  
Notary Public  
NANCY McLaughlin  
Notary Public, State of Ohio  
My Commission Expires May 2, 1982

STATE OF OHIO )  
                  ) SS:  
COUNTY OF STARK )

Before me, a Notary Public in and for said County and State, personally appeared the above named M. B. Belden, Jr. and Lois B. Rollins, respectively, who acknowledged that they did sign the foregoing instrument for and on behalf of MB Operating Co., Inc., and that the same is their free act and deed and the free act and deed of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 27th day of July, 1979.

*Diana Blackburn*  
Notary Public  
DIANA BLACKBURN  
Notary Public, Stark County, Ohio  
My Commission Expires Jan. 15, 1982

This instrument prepared by:  
BELDEN & BLAKE CORPORATION



Instr: 200906010021753 06/01/2009  
P: 1 of 2 F: \$29.00  
Rick Campbell 3:58PM MISC  
Stark County Recorder T20090016877

## LICENSE GRANT

**KNOW ALL MEN BY THESE PRESENTS**, that for valuable consideration, receipt and sufficiency of which is hereby acknowledged, **MICHAEL R. DURISHIN and MARY JANE DURISHIN**, husband and wife, do for themselves and their heirs and assigns hereby grant to **GARY L. HABRUN**, his heirs and assigns a license on and over the following described real property, to wit:

Situated in the Township of Sugarcreek, County of Stark and State of Ohio:


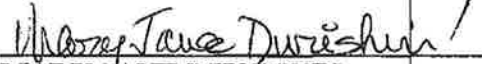
Known as and being a part of the southwest quarter of Section No. 24, Township No. 11, Range No. 10, beginning at a stone at the northwest corner at a stone; thence south  $85 \frac{3}{4}$  degrees east thirty-seven chains and fifty links to a stone in the quarter section line; thence south 26 degrees and 33 minutes west thirteen chains and fifty-four links to a stone; thence south 84 degrees and 33 minutes west twenty chains and eighteen links to a stone; thence north  $85 \frac{3}{4}$  degrees west twelve chains and sixty-two links to the west line of said Section; thence north  $4 \frac{1}{2}$  degrees east sixteen chains and nine links to the place of beginning containing fifty-one acres and eighty-six hundredths of an acre, (51.86)

Also a part of the northwest quarter of the aforementioned section 24, same township and range, beginning at a stone at the center of said section; thence north  $87 \frac{1}{2}$  degrees west twenty-one chains and twenty-five links to a stone in the quarter section line; thence north  $2 \frac{3}{4}$  degrees east five chains and thirty-six links; thence south  $88 \frac{1}{4}$  degrees east eleven chains and seventy-five links to a post; thence south  $2 \frac{3}{4}$  degrees west fifty links to a stake; thence south  $87 \frac{1}{2}$  degrees east nine chains and fifty-eight links to the quarter section line; thence south  $2 \frac{3}{4}$  degrees west five chains to the place of beginning, containing eleven acres and fourteen hundredths of an acre, (11.14).

for the purpose to enter upon such property to access the spring thereon, to take water from such spring and/or from the stream flowing from such spring in reasonable quantities from time to time as needed by him in the operation of his farm adjoining the above described property, and including rights to dredge such spring and/or stream from time to time as reasonably needed to ensure continued flow of water and to install piping directing water to his adjoining farm. This license is subject to termination at any time by the undersigned or by any future owner of the above described property. In the event of such termination, Gary L. Habrun shall be given not less than six (6) months prior written notice of such termination and shall be entitled to remove

all structures and piping which he may install upon the property pursuant to this license agreement.

Executed and acknowledged this 29 day of May, 2009.

  
MICHAEL R. DURISHIN  
  
MARY JANE DURISHIN

STATE OF OHIO, STARK COUNTY, SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named MICHAEL R. DURISHIN and MARY JANE DURISHIN, 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 Canton, Ohio, this 29 day of May, 2009.

  
Notary Public

Instrument prepared by Rex W. Miller, Attorney at Law, Canton, Ohio.



REX W. MILLER, ATTORNEY  
Notary Public - State of Ohio  
My Commission Has No Expiration Date  
Section 147.03 R.C.



Instr: 200905010021753 06/01/2009  
P: 2 of 2 F: \$28.00  
Rick Campbell 3:56PM MISC  
Stark County Recorder T20090016677



5

ALAN HAROLD  
Stark County Auditor  
FEE P

MAR 04 2015

TRANSFERRED NF  
TRANSFER NOT NECESSARY  
DEPUTY KB  
IN COMPLIANCE WITH ORD 12826

Instr: 201503040007714 03/04/2015  
P: 1 of 6 F: 552.00  
Rick Campbell 11:14 AM ERSE  
Stark County Recorder T20150007325

PROJECT: ROVER PIPELINE LLC

TRACT #: OH-ST-032.510  
STARK COUNTY, OHIO

PERMANENT EASEMENT AGREEMENT

EASEMENT ONLY  
C10004613  
C10005463  
SLUG 245W  
2-4-15 CW

This Permanent Easement Agreement (this "Agreement"), dated March 5th 2015, is between MARY JANE DURISHIN, SUCCESSOR TRUSTEE OF THE LONG LANE FARM TRUST DATED NOVEMBER 8, 2013, whose mailing address is 9210 Justus Avenue SW, Beach City, OH 44608, (hereinafter referred to as "Grantor", whether one or more), and Rover Pipeline LLC, whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For and in consideration of the sum of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee an exclusive sixty foot (60') wide free and unobstructed permanent easement (the "Permanent Easement") for the right to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipes, and remove two (2) pipelines (the "Pipelines") along a route selected by Grantee, together with such valves, fittings, meters, corrosion control devices, wires, cables, markers and other equipment and appurtenances, above and below ground, as may be necessary or convenient for operation and maintenance of the Pipelines (collectively with the Pipelines, the "Facilities") in, over, through, upon, across, under, and along land owned by the Grantor depicted in the attached Exhibit A (the "Property"). The Permanent Easement shall traverse the Property along a route approximately as shown on Exhibit A attached hereto, although the final location of the Pipelines may vary depending on construction necessity or requirements to be determined at the discretion of Grantee. Grantor further grants, sells and conveys unto Grantee a temporary construction easement depicted on the attached Exhibit A (the "Temporary Construction Easement") in order to construct the Facilities on the Property, together with additional work space as needed for difficult crossings such as roads, creeks and railroads.

It is further agreed as follows:

1. The right to use the Permanent Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, the Facilities for the transportation of oil, gas and other fluids or substances including water, or any of them, and the products thereof, which may be transported by the Pipelines. Grantee shall have the right of ingress and egress over, across and through the Permanent Easement, the Temporary Construction Easement, and other contiguous land owned by Grantor to survey, conduct reasonable and necessary construction activities, to install or remove structures and objects located within the Permanent Easement and Temporary Construction Easement and for all other purposes necessary and at all times convenient and necessary to exercise the rights granted by this Agreement. The term of the Temporary Construction Easement shall be for a period to extend twenty-four (24) months from the date of construction commencement. However, if Grantee has completed its use of the Temporary Construction Easement prior to the twenty-four (24) month period and, so states in writing, then the Temporary Construction Easement shall immediately terminate.
2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Facilities related to this pipeline project.
3. The consideration paid by Grantee in this Agreement includes payment in full and settlement, in advance, for all damages of every kind and character to that part of the Property included within Permanent Easement and the Temporary Construction Easement, including the market value of the Permanent Easement and the Temporary Construction Easement, and for severance damages to the Property caused or to be caused by the construction of the Facilities. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damage caused to growing crops on the Property located within the Permanent Easement and the Temporary Construction Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the Facilities.

MSD Grantor Initials

002278

Instr: 201903040007714 03/04/2015  
P: 3 of 5 F: \$52.00  
Rick Campbell 11:14AM ERSE  
Stark County Recorder T20190307325

its condition immediately preceding Grantee's use of the Temporary Construction Easement to the extent that the surface is not permanently modified by the use of this easement.

11. Grantee shall have the right to adequately mark the Pipelines with permanent line markers, ground placards and test leads in order to promote public safety and the future safe operation of said pipelines, and to meet applicable governmental regulations.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Permanent Easement by Grantee, its servants, agents or invitees, and the installation, use, maintenance, repair or removal of the Facilities by Grantee and such persons acting on its behalf, excepting, however, any and all claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement and the rights granted hereunder, in whole or in part, to one or more assignees. The Permanent Easement shall be in perpetuity, and the provisions of this Agreement, including all benefits and burdens, shall be a covenant running with the land. The undersigned warrant that they are the owner(s) of the Property and have authority to execute this Agreement on behalf of the parties to this Agreement. Grantor hereby binds itself, its heirs, legal representatives, successors and assigns to warrant and forever defend all and singular the above described easements and rights, unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. This Agreement shall be interpreted in accordance with the laws of the state of Ohio and all applicable federal laws.

15. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, representatives, successors and assigns. Facsimile signatures shall be deemed as an original signature by the enforcing party.

16. This Agreement contains the entire agreement between the parties with respect to the matters addressed herein. There are no other agreements, promises, representations or understandings as to the matters addressed herein except as expressly set forth herein. The parties agree that there were no inducements or representations leading to the execution of this Agreement except as herein contained.

The Property, which this permanent easement traverses, is described more properly as a Parcel No. 2 Called 20.26 Acres in the SE 1/4 of Section 23, Township 11 North, Range 10 West, Sugarcreek Township, recorded in Instrument No. 201311120055209 in the Official Records of Stark County, State of Ohio.  
Parcel No: 6700451  
Parcel No: 6700545

[INTENTIONALLY LEFT BLANK]

ALSD Grantor Initials

Instr: 201503040007714  
P: 4 of 5 F: \$52.00 03/04/2015  
Rick Caspell 11:14AM EST  
Stark County Recorder 720150007325

EXECUTED this 3rd day of March, 2015.

**GRANTOR:**

MARY JANE DURISHIN, SUCCESSOR TRUSTEE  
OF THE LONG LANE FARM TRUST DATED NOVEMBER 8, 2013

By: Mary Jane Durishin  
MARY JANE DURISHIN, SUCCESSOR TRUSTEE

**ACKNOWLEDGMENT**

STATE OF OHIO §  
COUNTY OF Stark §

BEFORE ME, the undersigned authority, on this day personally appeared MARY JANE DURISHIN, SUCCESSOR TRUSTEE OF THE LONG LANE FARM TRUST DATED NOVEMBER 8, 2013, known to me or presenting satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and who with proper authority acknowledged to me that the same is the voluntary act of said MARY JANE DURISHIN, SUCCESSOR TRUSTEE, for the purposes and consideration expressed in the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 3 day of March, 2015.

Don R Murray  
Notary Public, State of Ohio  
My Commission Expires: 13 Oct 2019



DON R MURRAY  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES  
OCTOBER 13, 2019

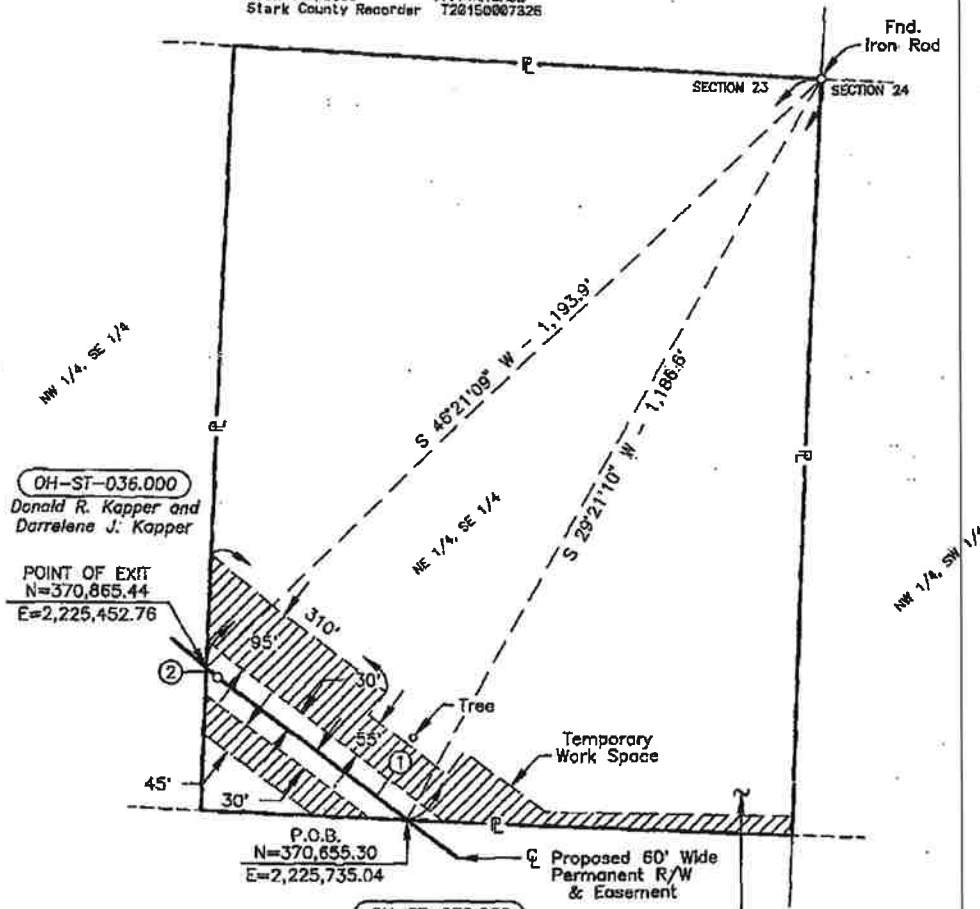
Prepared By: Rover Pipeline LLC

Return To:  
Rover Pipeline LLC  
7100 Whipple Ave. NW, Suite B  
North Canton, OH 44720

MJD Grantor Initials

STARK COUNTY, OHIO  
T-11-N, R-10-W, SECTION 23  
SUGARCREEK TOWNSHIP

Instr: 201503040007714  
P: 6 of 8 P: \$52.00 03/04/2015  
Rick Campbell 11:14 AM ERSE  
Stark County Recorder T22150007326



OH-ST-036.000  
Donald R. Kapper and  
Darrelene J. Kapper

POINT OF EXIT  
N=370,865.44  
E=2,225,452.76

P.O.B.  
N=370,655.30  
E=2,225,735.04

OH-ST-032.000  
Gary L. Habrun and  
Catherine E. Habrun

OH-ST-032.510

Mary Jane Durishin,  
Successor Trustee of  
the Long Lane Farm Trust  
Dated November 8, 2013  
Parcel No. 2 Called 20.26 Acres  
Instrument No. 201311120055209  
Official Records of Stark County

BEARING CHART		
NO.	BEARING	DISTANCE
1	N 53°31'32" W	331.3'
2	N 50°18'33" W	20.6'

Date: 3/2/15  
Stakeholder's initials: MJD

Total Length: 351.9'  
Permanent Easement: 21,117 sq.ft. = 0.4848 Acres  
Temporary Work Space: 62,374 sq.ft. = 1.4319 Acres

Exhibit "A"

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

**GULLETT & ASSOCIATES, INC.**  
7705 S. LOOP E HOUSTON, TEXAS 77022  
(713) 944-3239  
OBSO COA No. 04499

3/2/2015 2:01 PM ANTONIO 444120344B 1"=200'

PIPELINE, STATION OR ACCOUNT NUMBER	SCALE: 1"=200'	CONST. YR.	<b>ROVER PIPELINE LLC</b> HOUSTON, TEXAS	PROJECT NO.
FILENUMBER 444120344B	CADD FILENAME 444120344B	DATE 11/05/14		PREVIOUS DWG. NO.
REV. NO. - DESCRIPTION	BY	DATE		DWG. NO.
1 REVISED WORK SPACE	G&A	02/20/15		SHT. OF
2 REVISED RECORDING INFORMATION	G&A	03/02/15		A-4441-0344
			PROPOSED 60' WIDE PERMANENT R/W & EASEMENT ACROSS MARY JANE DURISHIN, SUCCESSOR TRUSTEE STARK COUNTY, OHIO	SHT. 1 OF 1

DEPUTY: CW DATE: 8/14/2020

W100451-24NW11.14A SW 51.8104  
TCS10013145-24NW11.17A/24SW ST. BZAYESRII  
LVS10013146-24SW14.63A TCSAN

prior deed

ALAN HAROLD  
Stark County Auditor

FEE 7 \$1.50  
AUG 14 2020

Instr: 202008140034312 8/14/2020  
P: 1 of 6 F: \$66.00  
Rick Campbell 3:47 PM DEED  
Stark County Recorder T20200028857

TRANSFERRED  
TRANSFER NOT NECESSARY  
DEPUTY ew  
IN COMPLIANCE WITH ORC 319.202

**QUIT CLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS, THAT, **MARY JANE DURISHIN, Successor Trustee of the Long Lane Farm Trust dated November 8, 2013**, the Grantor, (the "Grantor") for the consideration of Ten Dollars and Other Good and Valuable Consideration (\$10.00 & OVC) received to her full satisfaction of **MARY JANE DURISHIN, Successor Trustee of the Long Lane Farm Trust dated November 8, 2013**, the Grantee, (the "Grantee") whose tax mailing address is 92120 Justus Avenue SW, Beach City, Ohio 44608, does give, grant, remise, release and forever quit-claim unto the said Grantee, her successors and assigns, all such right and title as the said Grantor has in and to the following described real property situated in Township of Sugar Creek, County of Stark, and State of Ohio (the "Premises").

See Exhibit A attached hereto

Parcel Number: 10013146; 10013145  
Prior instrument: 201311120055209

Subject to all matters of record, legal highways, all matters that a survey and/or physical inspection of the Premises would reveal/disclose, zoning and related land use ordinances, and real estate taxes and assessments.

Grantor has executed this Quit Claim Deed this 31 day of July, 2020.

Mary Jane Durishin  
**MARY JANE DURISHIN, Successor Trustee of the Long Lane Farm Trust dated November 8, 2013**

09369

This is an acknowledgement. No oath or affirmation was administered to the signer.

STATE OF OHIO )  
                  )SS:  
STARK COUNTY )

Before me, a Notary Public in and for said County and State, personally appeared the above named **MARY JANE DURISHIN, Successor Trustee of the Long Lane Farm Trust dated November 8, 2013**, known to me, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed as said Successor Trustee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 31 day of July, 2020.

\_\_\_\_\_  
Notary Public

This instrument prepared by:  
Rod Moore, Esq.  
220 Market Avenue South, Suite 1000  
Canton, Ohio 44702  
(330) 456-8341



**Jeffery M. Schaeffer**  
Notary Public, State of Ohio  
My Commission Expires 05-17-2025

deibel  
surveying

i n c

1850 Kimball Rd. S.E.  
Canton, Ohio 44707  
(330) 455-2999  
Fax (330) 455-FAXX

May 6, 2020

**DESCRIPTION OF A 14.627 ACRE PARCEL**

Situated in the State of Ohio, County of Stark, Township of Sugar Creek (T-11, R-10) and being part of the Southwest Quarter of Section 24 and being part of a parcel now or formerly owned by Michael R. and Mary Jane Durishin, Co-Trustees of the Long Lane Farm Trust dated November 8, 2013 (Instrument #2001311120055209) and being more particularly described as follows:

Beginning at a Flare Top Monument (SUG-<sup>102</sup>~~105~~) found at the northwest corner of said Southwest Quarter of Section 24 and the True Place of Beginning of the herein described parcel;

1. Thence S 87°58'14" E, along the north line of the Southwest Quarter of Section 24, a distance of 600.00 feet to a 3/4" steel rod with a Deibel cap set;
2. Thence S 02°12'31" W, along a new line of division, a distance of 1061.84 feet to 3/4" steel rod with a Deibel cap set;
3. Thence N 87°59'35" W, along lands now of formerly owned by Gary L. and Catherine E. Habrun, as Co-trustees of the Gary and Catherine Habrun Revocable Trust dated January 21, 2015, a distance of 600.00 feet a 5/8" steel rod with an illegible cap found;
4. Thence N 02°12'31" E, along the west line of the Southwest Quarter of Section 24, a distance of 1062.08 feet to a flare top steel rod found and the True Place of Beginning of the herein described parcel.

May 6, 2020  
Description of a 14.627 Acre Parcel  
Page 2

The above described parcel contains 14.627 acres, as surveyed under the Supervision of Curtis G. Deibel, P.S. #6673, in May, 2020.

The basis of bearings is on Grid North, Ohio State Plane Coordinates, North Zone, NAD83 (1986).



Curtis G. Deibel, P.S. #6673

**APPROVED BY**  
STARK COUNTY REGIONAL PLANNING COMMISSION  
**NO PLAT REQUIRED UNDER ORC 711.133**  
BY: gm DATE: 10/26/2020

"Deed checked for tract  
description only"  
for STARK COUNTY ENGINEER

JUN 25 2020

by STARK COUNTY AUDITOR  
RB Deputy





deibel  
surveying

i n c

1850 Kimball Rd. S.E.  
Canton, Ohio 44707  
(330) 455-2999  
Fax (330) 455-FAXX

May 6, 2020

**DESCRIPTION OF A 48.435 ACRE PARCEL**

Situated in the State of Ohio, County of Stark, Township of Sugar Creek (T-11, R-10) and being part of the Northwest and the Southwest Quarters of Section 24 and being part of a parcel now or formerly owned by Michael R. and Mary Jane Durishin, Co-Trustees of the Long Lane Farm Trust dated November 8, 2013 (Instrument #200131120055209) and being more particularly described as follows:

Beginning at a Flare Top Monument (SUG-<sup>102</sup>~~103~~) found at the northwest corner of said Southwest Quarter of Section 24; thence S 87°58'14" E, along the north line of said Southwest Quarter of Section 24, a distance of 600.00 feet to a 3/4" steel rod with Deibel cap found and the True Place of Beginning of the herein described parcel;

1. Thence continuing S 87°58'14" E, along said north line, a distance of 639.78 feet to a stone with a drill hole found;
2. Thence N 02°13'51" E, along lands now or formerly owned by Homes Custom Properties, LLC (Instrument# 201912050048034), a distance of 353.76 feet to 3/4" steel rod with a Deibel Cap set;
3. Thence S 88°40'45" E, continuing along said Homes lands, a distance of 768.14 feet a 5/8" steel rod with Conery cap found;
4. Thence S 02°22'28" W, continuing along said Homes lands, a distance of 32.93 feet to a 5/8" steel rod with Conery cap found;
5. Thence S 87°57'50" E, continuing along said Homes lands, a distance of 632.14 feet to a 3/4" steel rod with Deibel cap set;
6. Thence S 02°13'57" W, along the west right-of-way of Day Avenue S.W. (30 feet wide per Road record 11, Page 100), and along the east line of the Northwest Quarter of Section 24, a distance of 330.26 feet to a stone with an 'x' found;

May 6, 2020

Description of a 48.435 Acre Parcel

Page 2

- 7. Thence N 87°58'14" W, along the north line of the Southwest Quarter of Section 24 and lands now or formerly owned by Gary L. and Catherine E. Habrun, as Co-Trustees of the Gary and Catherine Habrun revocable trust dated January 21, 2015 (Instrument #201508100031183), a distance of 164.10 feet to a 3/4" steel rod with a Deibel cap set;
- 8. Thence S 24°05'52" W, continuing along said Habrun lands, a distance of 898.67 and passing over a stone found at a distance of 1.63 feet) to a drill hole set in a stone found;
- 9. Thence S 82°06'25" W, continuing along said Habrun lands, a distance of 1328.46 feet to a 5/8" steel rod with Easton cap found;
- 9. Thence N 87°59'35" W, continuing along said Habrun lands, a distance of 232.86 feet to a 3/4" steel rod with a Deibel cap set;
- 10. Thence N 02°12'31" E, along a new division line, a distance of 1061.84 feet to a 3/4" steel rod with a Deibel cap set and the True Place of Beginning of the herein described parcel.

The above described parcel contains 48.435 acres, of which 11.113 acres are in the Northwest Quarter and ~~37.312~~<sup>37.322</sup> acres are in the Southwest Quarter, as surveyed under the Supervision of Curtis G. Deibel, P.S. #6673, in May, 2020.


The basis of bearings is on Grid North, Ohio State Plane Coordinates, North Zone, NAD83 (1986).

  
Curtis G. Deibel, P.S. #6673

**APPROVED BY THE**  
**STARK COUNTY REGIONAL PLANNING COMMISSION**  
**NO PLAT REQUIRED**  
 In Compliance with ORC 711.001(B)(1)  
 BY: gms DATE: 6/26/2020

"Deed checked for tract description only"  
for STARK COUNTY ENGINEER

JUN 25 2020

by  STARK COUNTY AUDITOR Deputy

