

*Cover page for:*

# **Pre-Auction Title Search (with copies of recorded exceptions)**

\* The exception for the mortgage recorded on 1/2/1986 is to be removed at closing. A copy of this document is not included.

*Pre-Auction Title Search prepared by:*

**Newcomer, Shaffer, Spangler, Breininger & Rakes**

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## **Auction Tracts 1 - 4 (Williams County, Ohio)**

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*For May 6, 2020 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**Estate of Richard B. Gillhouse**

**PRE-AUCTION SEARCH**

**Richard Brian Gillhouse, aka Richard B. Gillhouse**

**Address of Property: 14122 County Road 10, Montpelier, OH 43543**

**Dated from March 28, 1938 to April 20, 2020 at 8:30 A.M. O'clock**

**Title Vested In:**

The Estate of Richard B. Gillhouse, aka Richard Brian Gillhouse, deceased May 21, 2017  
By virtue of a Fiduciary Deed

From: Virginia A. Gillhouse, executrix of the will of Lauree Pressler, deceased

Dated: December 21, 1985

Filed January 2, 1986 at 2:14 P.M. O'clock

Deed Record Volume 273, Page 671 Williams County Recorder's Office.

By virtue of a Quit Claim Deed

From: Kimberly A. Gillhouse, a single woman

Dated: April 13, 1998

Filed May 1, 1998 at 1:58 P.M. O'clock

Deed Record Volume 315, Page 735 Williams County Recorder's Office.

**Description:**

**ALL FOUR PARCELS REQUIRE NEW SURVEYS TO TRANSFER**

**TRACT ONE:**

Situated in the Township of Bridgewater, County of Williams and State of Ohio: Known as the East part of Tract Number Two (2) situated in Fractional Section Ten (10), Town Ten (10) South, Range Three (3) West and being more particularly described as follows: Commencing at a point on the North Line of Section Ten (10) aforesaid that is five hundred sixteen (516) feet east of the northwest corner of the east one-half (1/2) of said Section, which point is the point of beginning, thence running east on said section line a distance of one hundred forty-four (144) feet, thence running south a distance of about eighty (80) rods to the south line of said section, thence running west on the south line of said fractional section a distance of one hundred forty-four (144) feet, thence running north a distance of about eighty (80) rods to the north line of said section to a point which is the place of beginning. Said premises are now known as Tract 3 on the Auditor's Tax Maps for said section.

Parcel No. 103-100-00-002.000

**TRACT TWO:**

Situated in the Township of Bridgewater, County of Williams and State of Ohio: Known as the East half of Section number ten (10) in Township ten (10) South of Range three (3) West containing eighty-one (81) acres of land, sand and excepting therefrom twenty acres off the entire west end thereof, leaving sixty-one (61) acres hereby conveyed. Said premises are now known as Tract 1 on the Auditor's Tax Maps for said Section.

**SAVE AND EXCEPT THE FOLLOWING DESCRIBED REAL ESTATE:**

Being a parcel of land situated in the East Half of Fractional Section 10, Town 10 South, Range 3 West, Bridgewater Township, Williams County, Ohio. Located within the Michigan Meridian Survey of the Original Land Subdivisions of Ohio, being more specifically described as follows: Commencing at the Northwest Corner of the East Half of Fractional Section 10, said point being a Railroad Spike found this survey; Thence, South 89 degrees 39 minutes 12 seconds East along the North line of said Fractional Section 10 a previous survey distance of 2023.39 feet to a railroad spike found this survey; Thence, South 36 degrees 06 minutes 37 seconds West along the approximate centerline of County Road 10 a distance of 363.84 feet to a point established this survey; Thence, South 32 degrees 16 minutes 45 seconds West along the approximate centerline of County Road 10 a distance of 100.00 feet to a point established this survey; Thence, South 27 degrees 35 minutes 27 seconds West along the approximate centerline of County Road 10 a distance of 100.00 feet to a point established this survey; Thence, South 20 degrees 39 minutes 32 seconds West along the approximate centerline of County Road 10 a distance of 100.00 feet to a point established this survey; Thence, South 15 degrees 11 minutes 14 seconds West along the approximate centerline of County Road 10 a distance of 67.24 feet to a point established this survey and the TRUE POINT OF BEGINNING of the parcel herein described; Thence, continuing South 15 degrees 11 minutes 14 seconds West along the approximate centerline of County Road 10 a distance of 32.76 feet to a point established this survey; Thence, South 9 degrees 39 minutes 58 seconds West along the approximate centerline of County Road 10 a distance of 100.00 feet to a point established this survey; Thence, South 2 degrees 57 minutes 27 seconds West along the approximate centerline of County Road 10 a distance of 100.00 feet to a point established this

survey; Thence, South 0 degrees 51 minutes 58 seconds East along the approximate centerline of County Road 10 a distance of 25.00 feet to a point established this survey; Thence, South 66 degrees 14 minutes 22 seconds West along the approximate centerline of Nettle Creek a distance of 38.00 feet to a point established this survey; Thence, South 33 degrees 29 minutes 47 seconds West along the approximate centerline of Nettle Creek a distance of 50.00 feet to a point established this survey; Thence, South 13 degrees 20 minutes 30 seconds West along the approximate centerline of Nettle Creek a distance of 50.00 feet to a point established this survey; Thence, South 26 degrees 18 minutes 58 seconds West along the approximate centerline of Nettle Creek a distance of 50.00 feet to a point established this survey; Thence, South 59 degrees 07 minutes 32 seconds West along the approximate centerline of Nettle Creek a distance of 40.00 feet to a point established this survey; Thence, North 83 degrees 59 minutes 12 seconds West along the approximate centerline of Nettle Creek a distance of 30.00 feet to a point established this survey; Thence, North 59 degrees 38 minutes 40 seconds West along the approximate centerline of Nettle Creek a distance of 60.00 feet to a point established this survey; Thence, North 81 degrees 46 minutes 37 seconds West along the approximate centerline of Nettle Creek a distance of 50.00 feet to a point established this survey; Thence, South 74 degrees 11 minutes 43 seconds West along the approximate centerline of Nettle Creek a distance of 50.00 feet to a point established this survey; Thence, South 44 degrees 08 minutes 31 seconds West along the approximate centerline of Nettle Creek a distance of 60.00 feet to a point established this survey; Thence, South 63 degrees 34 minutes 41 seconds West along the approximate centerline of Nettle Creek a distance of 50.00 feet to a point established this survey; Thence, South 83 degrees 23 minutes 05 seconds West along the approximate centerline of Nettle Creek a distance of 50.00 feet to a point established this survey; Thence, North 0 degrees 20 minutes 48 seconds East a distance of 62.50 feet to an iron pin placed this survey; Thence, continuing North 0 degrees 20 minutes 48 seconds East a distance of 410.50 feet to an iron pin placed this survey; Thence, South 89 degrees 39 minutes 12 seconds East a distance of 373.15 feet to an iron pin placed this survey; Thence, continuing South 89 degrees 39 minutes 12 seconds East a distance of 100.00 feet to the TRUE POINT OF BEGINNING of the parcel herein described, containing 4.112 acres of land, more or less, and subject to highways rights-of-way and easements of record as surveyed by Brian M. Wieland, Registered Surveyor Number 8286 on December 28th, 2019 and recorded in Volume 27R Page 323 of the Williams County Survey Records.

Bearings and distances are based on State Plane Coordinates, SPC83, Zone-Ohio North. Monuments described above as "Iron Pin Placed" are 5/8-inch diameter by 30-inch rebar with yellow plastic cap stamped "Wieland-8286."  
Parcel Nos: 103-100-00-001.000

#### TRACT THREE:

Situated in the Township of Bridgewater, County of Williams and State of Ohio, and known as the west half of the west fraction of section number eleven (11), township ten (10) south, of range three (3) west, containing approximately 41.49 acres of land, more or less, and also including the following described piece or parcel of land twenty-one (21) feet wide commencing twenty-one (21) feet east of the southwest corner of section number eleven in Bridgewater Township, Williams County, Ohio, running thence west on the north line of Superior Township, Williams County, Ohio, and terminating at the Public Highway running north and south; said strip of land to be used by the grantee (Richard B. Gillhouse) for his individual road or land; subject to a certain easement to the State of Ohio, Ohio Turnpike Commission recorded in Volume 184, Page 82, of the Deed Records of Williams County, Ohio, and further subject to all legal highways, easements, leases, and restrictions of record. Said premises are now known as Tract 2 on the Auditor's Tax Maps for said section.  
Parcel No: 103-110-00-004.000

#### TRACT FOUR:

Situated in the Township of Superior, County of Williams and State of Ohio and known as and being a part of the north one-half of fractional section thirty-three (33), Town Eight (8) North, Range Two (2) East, and being more particularly described as follows: Commencing at a point in the center of the highway and about 35 rods west of the northeast corner of said section thirty-three (33), running thence west on the Township line between the Townships of Superior and Bridgewater, eighty (80) rods, thence south to the north right-of-way line of the Ohio Turnpike; running thence east on and along the north right-of-way line of the Ohio Turnpike to the center of the highway running in a northwesterly and southeasterly direction through said fractional section thirty-three (33); running thence northwest along the center of said highway, to the place of beginning, containing approximately 13 acres of land, be the same more less, but subject to all legal highways.  
Parcel No: 082-330-00-002.000

**Mortgage**

from Richard B. Gillhouse, an unmarried person to Virginia A. Gillhouse, in the amount of \$ [REDACTED], dated December 21, 1985, filed for record January 2, 1986 in Mortgage Record Volume 236, page 192.

Said mortgage was assigned by Robert Gillhouse, Executor of the Estate of Virginia A. Gillhouse, Brunswick County, North Carolina General Court of Justice Superior Court Division Case No. 17-E-1389 ("Assignor"), as a distribution from the Estate of Virginia A. Gillhouse, Brunswick County, North Carolina, General Court of Justice Superior Court Division Case No. 17-E-1389, hereby grants, assigns, transfers and sets over to Robert Gillhouse, Trustee of the Gillhouse Living Trust dated October 15, 2017 Swanton, OH 43558 ("Assignee"), all right, title, benefits, privileges and interest in and to said Mortgage, dated December 28, 2018, filed for record February 4, 2019 in Official Record Volume 330, page 840.

**Taxes:****Tract One:**

The taxes for the year 2019 in the amount of  $\$149.44 + *2.00 = \$151.44$  and all prior taxes and assessments are fully paid.

The taxes for the year 2020 are a lien against said premises but are not yet due and payable.

*"Subject to increases in taxes and valuation due to vote levies and/or revaluation not yet certified by the County Auditor and/or revaluation made under an action brought pursuant to Sec. 5715.19 O.R.C."*

Said premises are listed at the following valuations for taxation purposes:

Parcel No. 103-100-00-002.000

Land only - \$5,530.00

**Tract Two:**

The taxes for the year 2019 in the amount of  $\$2,927.42 + *19.34 = \$2,946.76$  and all prior taxes and assessments are fully paid. Said amounts include other real estate not of this pre-auction search.

The taxes for the year 2020 are a lien against said premises but are not yet due and payable.

*"Subject to increases in taxes and valuation due to vote levies and/or revaluation not yet certified by the County Auditor and/or revaluation made under an action brought pursuant to Sec. 5715.19 O.R.C."*

Said premises are listed at the following valuations for taxation purposes:

Parcel No. 103-100-00-001.000-remainder

Land not yet sub-divided for taxation purposes.

*NOTE: For the 4.112 acre split from above said parcel see Official Record Volume 334, page 1549 dated February 28, 2020, filed for record February 28, 2020 in the Recorder's Office, Williams County, Ohio. A copy is attached.*

**Tract Three:**

The taxes for the year 2019 in the amount of  $\$1,521.10 + *10.70 = \$1,531.80$  and all prior taxes and assessments are fully paid.

The taxes for the year 2020 are a lien against said premises but are not yet due and payable.

*"Subject to increases in taxes and valuation due to vote levies and/or revaluation not yet certified by the County Auditor and/or revaluation made under an action brought pursuant to Sec. 5715.19 O.R.C."*

Said premises are listed at the following valuations for taxation purposes:

Parcel No. 103-110-00-004.000

Land only - \$53,130.00

**Tract Four:**

The taxes for the year 2019 in the amount of  $\$106.08 + *3.62 = \$109.70$  and all prior taxes and assessments are fully paid.

The taxes for the year 2020 are a lien against said premises but are not yet due and payable.

*"Subject to increases in taxes and valuation due to vote levies and/or revaluation not yet certified by the County Auditor and/or revaluation made under an action brought pursuant to Sec. 5715.19 O.R.C."*

Said premises are listed at the following valuations for taxation purposes:

Parcel No. 082-330-00-002.000

Land only - \$17,960.00

**Special Assessment**

\*Code #40-777 St. Joe Watershed Perm Main Ditch Assessment, determined yearly.

**Easement and Restrictions:**

as recited in a certain Warranty Deed from Louis B. Pressler and Lulu P. Pressler, husband and wife to J. Vance Pressler as recorded in Deed Record Volume 126, page 407. A copy is attached. (Tract Three)

from J. Vance Pressler to The State of Ohio as recorded in Deed Record Volume 184, page 80. A copy is attached. (Tract One, Two and Four)

from J. Vance Pressler to The State of Ohio as recorded in Deed Record Volume 184, page 82. A copy is attached. (Tract Three)

from Richard B. Gillhouse and Kimberly Ann Gillhouse to Williams County, Ohio as recorded in Deed Record Volume 299, page 935. A copy is attached. (Tract Two)

**Lease:**

from J. Vance Pressler Lauree Pressler, Husband and Wife to John R. Murphy, dated March 18, 1964, filed for record June 17, 1964 in Lease Volume 14, page 414. A copy is attached. (Tract One, Two and Three)

**Pending Suit:**

Ancillary Administration of the Estate Richard B. Gillhouse, aka Richard Brian Gillhouse, who died May 21, 2017 has been filed in the Probate Court of Williams County, Ohio., under Case Number 2019-1139.

**Note:**

Said premises are currently on the Current Agricultural Use Valuation Land List at the Williams County Auditor’s Office for the current year.

NOTE: We do not represent the presence or absence of liens in favor of the State of Ohio for Medicaid assistance if those liens are not actually of public record.

Dated this 20th day of April, 2020.

Newcomer, Shaffer, Spangler, Breininger & Rakes

BY:   
MICHAEL A. SHAFFER

Louis B. Pressler & wife) Know all men by these presents, that we, Louis B. Pressler  
 To ) and Lulu P. Pressler, husband and wife, the grantors, for  
 J. Vance Pressler ) the consideration of eight thousand dollars (\$8000.00) received  
 to our full satisfaction of J. Vance Pressler, the grantee, do give, grant, bargain, sell  
 and convey unto the said grantee, his heirs and assigns, the following described premises,  
 situated in the townships of Superior and Bridgewater, County of Williams and State of Ohio

Known as and described as the south half ( $\frac{1}{2}$ ) of the west half ( $\frac{1}{2}$ ) of the northeast  
 quarter ( $\frac{1}{4}$ ) of fractional section number thirty three (33) town eight (8) north of range  
 two (2) east containing forty (40) acres of land, more or less, Superior Township; also  
 the east half ( $\frac{1}{2}$ ) of the west half ( $\frac{1}{2}$ ) of the west fractional section eleven (11) town  
 ten (10) south of range three (3) west in Bridgewater Township, containing twenty (20)  
 acres of land;

Also the west half ( $\frac{1}{2}$ ) of the west half of the west fraction of section number eleven  
 (11) township ten (10) south of range three (3) west containing twenty (20) acres of land,  
 more or less, and also including the following described piece or parcel of land twenty one  
 (21) feet wide commencing twenty one (21) feet east of the southwest corner of section  
 number eleven in Bridgewater Township, Williams County, Ohio, running thence west on the  
 north line of Superior Township, Williams County, Ohio and terminating at the Public  
 Highway, running north and south in said sections said strip of land to be used by the  
 grantee for his individual road or lane, 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  
 thereof, unto the said grantee, his heirs and assigns forever. And we, 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 ensealing 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 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 I, Lulu P. Pressler, wife of the said Louis B. Pressler, do  
 hereby remise, release and forever quit-claim unto the said grantee, his heirs and assigns  
 all my right and expectancy of dower in the above described premises.

In Witness Whereof we have hereunto set our hands the 14th day of October, in the year  
 of our lord one thousand nine hundred and twenty five.

Signed and acknowledged

in the presence of:

I.W. Pressler

Louis B. Pressler

M.A. Pressler

Lulu P. Pressler

STATE OF OHIO, Williams County, ss. Before me, a Notary Public in and for said county  
 and state, personally appeared the above named Louis B. Pressler and Lulu P. Pressler,  
 who acknowledged that they did sign the foregoing instrument and that the same is their  
 free act and deed.

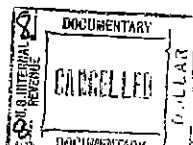
In Testimony Whereof I have hereunto set my hand and official seal at Montpelier, Ohio  
 this 14th day of October, A.D. 1925

(seal) I.W. Pressler, Notary Public

Received for Record Mar 2, 1926 at 10-30 A.M.

Recorded Mar 3, 1926

Fee 85¢



*Eric B. Smith*  
 Recorder

-67441-

TCRW-17 L

OHIO TURNPIKE COMMISSION  
EasementProject No. 1  
Parcel No. 8-B

J. Vance Pressler of the Township of Superior, County of Williams and State of Ohio, Grantor, in consideration of the sum of \$227.00 which the Ohio Turnpike Commission, a body corporate and politic of the State of Ohio, hereby agrees to pay Grantor, do(es) hereby Grant and Convey to the State of Ohio and its assigns forever a perpetual easement for public highway purposes, in, upon, and over the following-described real estate:

Situated partly in the Township of Superior and partly in the Township of Bridgewater, County of Williams and State of Ohio, and known as being part of Original Superior Township Section No. 33, Town 8 North, Range 2 East, and part of Original Bridgewater Township Section 10, Town 10 South, Range 3 West, and being all that part of the lands described in the deed to J. Vance Pressler, dated March 25, 1938, and recorded in Volume 144, Page 263 of Williams County Deed Records, bounded and described as follows:

Beginning on the center line of <sup>Farmer</sup> Center Road, as now existing, (said center line being also the Northeasterly line of land described as Tract No. 1 in the Deed to J. Vance Pressler, as aforesaid), at its intersection with the Northerly line of land described in the Deed to J. Vance Pressler and Lauree Pressler, dated June 27, 1945, and recorded in Volume 171, Page 373 of Williams County Deed Records; thence Northwesterly along said Northerly line of land described in the Deed, as last aforesaid, to a point distant 70 feet Southwesterly, measured at right angles, from the relocated center line of Farmer Center Road, to be hereinafter described; thence Northwesterly to a point distant 55 feet Southwesterly, measured radially, from a point on said relocated center line of Farmer Center Road, distant 400 feet Northwesterly, measured along said center line, from the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 5, Page 58 of Williams County Map Records; thence Northwesterly to a point distant 30 feet Southwesterly, measured at right angles, from a point on the relocated center line of Farmer Center Road, distant 700 feet Northwesterly, measured along said center line, from the center line of Ohio Turnpike Project No. 1; thence Northeasterly at right angles to said center line of Farmers Center Road, to a point distant 30 feet Northeasterly therefrom; thence Southeasterly on a straight line to the Southerly line of Tract No. 2 of land described in the Deed to J. Vance Pressler, as first aforesaid, which straight line, if prolonged, would intersect a point distant 55 feet Northeasterly, measured at right angles, from a point on the relocated center line of Farmer Center Road, distant 500 feet Northwesterly, measured along said center line, from the center line of Ohio Turnpike Project No. 1; thence Westerly along said Southerly line of Tract No. 2, as aforesaid, to the center line of Farmers Center Road, as now existing; thence Southeasterly along said center line to the place of beginning.

The relocated center line of Farmer Center Road hereinabove referred to, is described as follows:

Beginning on the center line of Ohio Turnpike Project No. 1, as aforesaid, at Station 486/60; thence Northwesterly on a line forming an angle of  $71^{\circ} 00'$  in the Northwest Quadrant with said center line, 258.96 feet to a point of curvature; thence Northwesterly on a curve deflecting to the left, 195.50 feet to a point of tangency, said curve having a radius of 1145.92 feet and a central angle of  $9^{\circ} 46' 30''$ ; thence Northwesterly on a line tangent to said curve, said tangent line being also the center line of Farmer Center Road, as now existing.

Excepting therefrom that portion thereof lying within the bounds of Farmer Center Road,

as now established.

Grantor further grants to the State of Ohio and the Ohio Turnpike Commission and their designees, contractors, agents and employees permission to use the above-described real estate for the purpose of constructing and maintaining a temporary public utility facility thereon during the construction of Ohio Turnpike Project No. 1.

Grantor, claim(s) title to said real estate by instrument of record in Volume 144 Page 263 of Williams County Deed Records.

TO HAVE AND TO HOLD said easement with all the rights, privileges, and appurtenances thereto belonging to the State of Ohio and its assigns forever.

Grantor, for his heirs, administrators, executors, and assigns do(es) hereby release and forever discharge the State of Ohio and the Ohio Turnpike Commission, their successors and assigns, from any damage to any remaining lands of the Grantor which results from this conveyance; and from any damage arising from any cause whatsoever to the date hereon in connection with surveying for, drilling in connection with, and constructing Ohio Turnpike Project No. 1, but not from any such damage arising hereafter.

Grantor, for his heirs and assigns do(es) hereby covenant with the State of Ohio and the Ohio Turnpike Commission, their successors and assigns, that he is lawfully seized of the above-described real estate and that it is free and clear from all liens and encumbrances whatsoever, except taxes for the years 1953 and 1954; and that he will forever WARRANT AND DEFEND the same to the State of Ohio and the Ohio Turnpike Commission, their successors and assigns forever, against lawful claims of all persons whomsoever except as above stated.

IN WITNESS WHEREOF the said Grantor, J. Vance Pressler and Lauree Pressler, his wife, who hereby release(s) her right of dower in the premises, have hereunto set their hand(s), on the 17th day of May, 1954.

Signed and acknowledged in presence of:

Lorin L. Hogue  
Wayne E. Shaffer

J. Vance Pressler  
J. Vance Pressler  
Lauree Pressler  
Lauree Pressler

( U.S. Revenue Stamps 55¢ Cancelled)

STATE OF OHIO, COUNTY OF WILLIAMS, SS:

On May 17, 1954, before me a Notary Public in and for the jurisdiction aforesaid, personally came the above named J. Vance Pressler and Lauree Pressler, his wife, and acknowledged the signing of the foregoing deed to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date last above written.

(SEAL) Lorin L. Hogue  
Lorin L. Hogue, Notary Public State of Ohio  
My Commission Expires July 29, 1954.

Received for Record May 27th, 1954 at 3:26 P.M.

Recorded May 28th, 1954. Fee \$3.45

E. E. Smith RECORDER  
BY Elise Essi Deputy



-67442-

TCRW-17

OHIO TURNPIKE COMMISSION  
EasementProject No. 1  
Parcel No. 8B-4

J. Vance Pressler of the Township of Superior, County of Williams and State of Ohio, Grantor, in consideration of the sum of \$4,000.00 which the Ohio Turnpike Commission, a body corporate and politic of the State of Ohio, hereby agrees to pay Grantor(s), do(es) hereby Grant and Convey to the State of Ohio and its assigns forever a perpetual easement for drainage purposes by means of a channel change, in, upon, and over the following-described real estate:

Situated in the Township of Bridgewater, County of Williams and State of Ohio, and known as being part of Fractional Section No. 11, Township 10 South, Range 3 West and being a strip of land 100 feet wide bounded Easterly and Westerly by lines parallel to and distant 50 feet Easterly and Westerly of, measured at right angles to, the hereinafter described center line; Northerly by a line drawn Easterly and Westerly at right angles to said center line through the Northerly end thereof and Southerly by the Southerly line of said Section No. 11. The center line of said strip is described as follows:

Beginning on the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 5, Page 58 of Williams County Map Records at Station 499/33; thence Northerly on a "straight line" forming an angle of 94° 25' 30" with said center line, measured from West to North, to the Southerly line of said Section No. 11; thence continuing Northerly on said "straight line" 1233.55 feet more or less, to the Northerly end thereof, in the center line of Nettle Creek.

Containing approximately 2.80 acres of land.

Grantor claim(s) title to said real estate by instrument of record in Volume 126 Page 407 of Williams County Deed Records.

TO HAVE AND TO HOLD said easement with all the rights, privileges, and appurtenances thereto belonging to the State of Ohio and its assigns forever.

Grantor, for his heirs, administrators, executors, and assigns do(es) hereby release and forever discharge the State of Ohio and the Ohio Turnpike Commission, their successors and assigns, from any damage to any remaining lands of the Grantor which results from this conveyance; and from any damage arising from any cause whatsoever to the date hereof in connection with surveying for, drilling in connection with, and constructing Ohio Turnpike Project No. 1, but not from any such damage arising hereafter.

Grantor, for his heirs and assigns, do(es) hereby covenant with the State of Ohio and the Ohio Turnpike Commission, their successors and assigns, that he is lawfully seized of the above-described real estate and that it is free and clear from all liens and encumbrances whatsoever, except taxes for the years 1953 and 1954, and that he will forever WARRANT AND DEFEND the same to the State of Ohio and the Ohio Turnpike Commission, their successors and assigns forever, against lawful claims of all persons whomsoever except as above stated.

IN WITNESS WHEREOF the said Grantor, J. Vance Pressler and Lauree Pressler, his wife, who hereby release(s) her right of dower in the premises, have hereunto set their hand(s), on the 17th day of May, 1954.

Signed and acknowledged in presence of:

Lorin L. Hogue  
Wayne E. Shaffer

J. Vance Pressler  
J. Vance Pressler  
Lauree Pressler  
Lauree Pressler

( U.S. Revenue Stamps \$4.40 Cancelled )

STATE OF Ohio, COUNTY OF Williams, SS:

On May 17, 1954, before me a Notary Public in and for the jurisdiction aforesaid, personally came the above named J. Vance Pressler and Lauree Pressler, his wife, and acknowledged the signing of the foregoing deed to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date last above written.

(SEAL)

Lorin L. Hogue  
Lorin L. Hogue, Notary Public State of Ohio  
My Commission Expires July 29, 1954

Received for Record May 27th, 1954 at 3:27 P.M.  
Recorded May 28th, 1954. Fee \$3.45

E. E. Smith RECORDER  
BY Elise Essi Deputy

-67515-

TCRW-17

OHIO TURNPIKE COMMISSION  
Easement

Project No. 1

Parcel No. 8A-9E-10

John O. Darby of the Township of Superior, County of Williams and State of Ohio, Grantor, in consideration of the sum of \$158.00 which the Ohio Turnpike Commission, a body corporate and politic of the State of Ohio, hereby agrees to pay Grantor, do(es) hereby Grant and Convey to the State of Ohio and its assigns forever a perpetual easement for drainage purposes by means of a channel change, in, upon, and over the following-described real estate:

Situated in the Township of Superior, County of Williams and State of Ohio, and known as being part of Original Superior Township Section No. 34, Town 8 North, Range 2 East and bounded and described as follows:

Beginning on the Easterly right of way line of Farmer Center Road as now established,

941743

EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That Richard B. Gillhouse and Kimberly Ann Gillhouse, the grantors, for and in the consideration of the sum of Four Hundred Forty-Two and 92/100 Dollars (\$442.92) and for other good and valuable consideration to them paid by Williams County, Ohio, the grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and release to said grantee, and it's successors, and assign forever a perpetual easement and right of way in, upon, and over the following described real estate for the purpose of a highway easement and said real estate is described as follows:

Location: Situated in the Township of Bridgewater, County of Williams and State of Ohio and being a part of the East half of Section 10, Township 10S, Range 3W.

Description: Commencing at a 5/8" bar set at the Southeast corner of Section 10; thence North 88 degrees 45 minutes 14 seconds West 827.07 feet, along the South line of Section 10 to a point, THE TRUE PLACE OF BEGINNING for the parcel herein described; thence continuing along said South line, North 88 degrees 45 minutes 14 seconds West 94.59 feet to a point; thence on a curve to the right ( $\Delta = 65$  degrees 17 minutes 35 seconds R = 995.00 feet) on a chord bearing North 03 degrees 07 minutes 50 seconds East a chord distance of 1073.51 feet to a point; thence North 35 degrees 46 minutes 37 seconds East 172.46 feet to a point; thence South 54 degrees 13 minutes 23 seconds East 80.00 feet, passing through survey baseline station 25+00, to a point; thence South 35 degrees 46 minutes 37 seconds West 172.46 feet to a point; thence on a curve to the left ( $\Delta = 68$  degrees 19 minutes 26 seconds R = 915.00 feet) on a chord bearing South 01 degrees 36 minutes 54 seconds West a chord distance of 1027.61 feet to the true place of beginning.

Area: Containing 2.3596 acres of land, more or less.

Title: Grantors obtained title by Fiduciary Deed recorded in Book 273 Page 671 of the Williams County Deed Records.

Survey: This description was prepared by Poggemeyer Design Group based on surveys performed by them in February 1993, surveys and deed records.

FURTHER, the grantors hereby grant permission to Williams County, Ohio to perform such maintenance and repair operations as may be necessary from time to time. Further, the grantors waive all damage of every kind of nature of the maintenance repair operations which may be necessary from time to time hereafter.

Received for Record May 2 19 94 At 1:33 P.M.  
Recorded May 2 19 94 In Record of Deeds  
FEE \$ NOV 22 C.M. Hoffmann Williams County Recorder  
W.C. Eng Wms. Co. Eng.

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

FURTHER, for the consideration aforesaid, the grantors relinquish to the grantee all their right and expectancy of dower in the above described premises.

IN WITNESS WHEREOF, the said Richard B. Gillhouse and Kimberly Ann Gillhouse have hereunto set their hand in duplicate this 26<sup>th</sup> day of April, 1994.

Richard B. Gillhouse

Kimberly A. Gillhouse

signed in the presence of:

Richard B. Preston

Kimberly A. Preston

STATE OF Michigan        
COUNTY OF Wayne      SS

Before me, a Notary Public, in and for said county, personally appeared the above named Richard B. Gillhouse and Kimberly Ann Gillhouse who acknowledged that they did sign the foregoing easement and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 26 day of April, 1994.

Richard B. Preston  
Notary Public

**SEAL**

My Commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
ROXANNA L. PRESTON  
NOTARY PUBLIC - WAYNE COUNTY, MICH.  
MY COMMISSION EXPIRES 11-25-96

This instrument was prepared by the Office of the Williams County Engineer.

NO. 14 PAGE 414 OIL AND GAS LEASE

77

AGREEMENT. Made and entered into the 18th day of March 1964 by and between J. Vance Pressler Lauree Pressler Husband & Wife

of Rt. 1, Montpelier, Ohio hereinafter called lessor (whether one or more), and John R. Murphy Rt. 1 Pomeroy, Ohio hereinafter called lessee:

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

North by, Keith Oberlin East by, J. Darby West by, G. Barkholder South by, J. Darby

1/2 NE 1/4 Sec 15 acres Supt. 103 (Town 10 R. 3W) 1/2 NE 1/4 Sec 11 (Town 8 Range 2 E.) 18 acres NW 1/4 Superior Township Supt. 34

of Section 11 & 34 Bridgewater & Superior One hundred & Twenty (120) acres, more or less, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of this state. It is agreed that this lease shall remain in force for a term of ten years from this date, and as long thereafter as oil or gas, or either of them is produced from said land by lessee.

In consideration of the premises the said lessee covenants and agrees: 1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lesser may connect wells on said land, the equal one-eighth part of all oil produced and saved from the leased premises. 2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing rate for gas, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time, by making lessor's own connections with the well at lessor's own risk and expense. 3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the market value, at the mouth of the well, payable monthly at the prevailing market rate.

If no well be commenced on said land on or before the 1st day of September 1964 this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or to the lessor's credit in the hands of J. Vance Pressler Bank at Rt. 1, Montpelier, Ohio or its successors, which

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

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals, in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals as above provided, that the last preceding paragraph hereof governing the payment of rentals and the effect thereof, shall continue in force just as though there has been no interruption in the rental payments, and if the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operations thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignments of rental or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payments of the proportionate part of the rentals due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental, and this lease shall never be forfeited for non-payment of any rental due until after at least ten days' written notice by registered mail or in person shall have been given the lessee.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment of any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

All express or implied covenants of this lease shall be subject to all Federal and State laws, executive orders, rules or regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages for failure to comply herewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation. And unit operation of any part of said real estate with other land is hereby authorized when any such rule or law may require same.

Signatures of J. Vance Pressler, Lauree Pressler, and John R. Murphy with (SEAL) markings.

ACKNOWLEDGMENT OF LEASE

STATE OF OHIO

Williams County, ss.

I, G. V. Lockhart

Notary Public

In and for the said County, in the state aforesaid, do hereby certify that J. Vance Pressler and

Lauree Pressler

personally known to me to

be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notary seal, this

13th day of March A. D. 1964.

G. V. Lockhart

G. V. Lockhart - Notary Public

My Comm. Exp. 2-5-67

SEAL

ASSIGNMENT

For and in consideration of \$1.00, receipt of which is acknowledged hereby assign and transfer to this lease and leasehold estate created.

Witness my signature, this day of 19

Lessee.

STATE OF

COUNTY OF

Before me, the undersigned authority within and for the above named county, state, personally appeared

personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he did sign the above assignment and transfer for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto affixed my signature and official seal, on the date last above written.

My Commission expires Notary Public.

Globe Form 88

93252

No.

OIL AND GAS LEASE

FROM

TO

Date, 19

Section, Township, Range

No. of Acres Term

County

Term

STATE OF Ohio

County of Williams

This instrument was filed for record on the 17 day of June, 1964

at 1:55 o'clock A.M. and duly recorded in book 14 of the records of this office, page 414

By David D. Glessey Registrar of Deeds

By G.V.

When Recorded

Return to J. R. Murphy

Comptroller of Deeds

See 32 of

ACKNOWLEDGMENT OF LEASE

STATE OF

County

ss.

I,

Notary Public

In and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and

seal, this day of A. D. 19

Notary Public

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