

**PRELIMINARY OPINION OF TITLE**

**TO: Kevin Wendt  
CAI-Auctioneer Broker  
121 Jackson St  
Plain City, OH 43064**

**Dennis J. Kirian  
4416 E TR 130  
Tiffin, OH 44883**

**I hereby certify that I have examined the title of Dennis J. Kirian (SOT: Seneca County Official Record Volume 377, Page 411 and Volume 404, Page 2871) to the real estate hereinafter described from March 4, 1936 at 2:30 PM and from April 5, 1945 at 2:10 PM to the date hereof as evidenced by the indexes to the following records of the county in which said real estate is located during the period of record ownership: the Recorder's Office, Auditor's Office, Treasurer's Office, the indexes to the records of the Probate Court when indicated by the chain of title, the Common Pleas Court and the Court of Appeals of said County, as well as the indexes to the Foreign Execution Docket in the Sheriff's Office and the index to the record of Certificates of Judgment of said County.**

**Said real estate is described as follows:**

Situated in the State of Ohio, County of Seneca, Township of Adams and being part of the Northwest and the Northeast quarter of Section 32, Township 3 North, Range 16 East, and being more particularly described as follows:

Commencing at a found iron rod at the Northwest quarter corner of Section 32, thence South 88 degrees 55 minutes 58 seconds East along the North section line of Section 32 and the center line of County Road 138 for a distance of 1328.18 feet to a set P.K. nail also being the place of beginning;

thence South 88 degrees 55 minutes 58 seconds East along the North section line of Section 32 and the center line of County Road 138 for a distance of 1355.70 feet to a found iron rod also being the North quarter post of Section 32;

thence South 87 degrees 57 minutes 06 seconds East along the North section line of Section 32 and the center line of County Road 138 for a distance of 800.29 feet to a set P.K. nail;

thence South 0 degrees 08 minutes 13 seconds West on a line for a distance of 1644.91 feet to a set personalized 'A inch rod, passing through a set personalized 'A inch iron rod at 30 feet;

thence North 88 degrees 16 minutes 53 seconds West on a line for a distance of 818.95 feet to a found personalized 5/8 inch rod, on the North & South Quarterline of Section 32;

thence South 0 degrees 47 minutes 26 seconds West along the North & South Quarterline of Section 32, for a distance of 1048.21 feet to a found personalized 5/8 inch rod, at the Center of Section 32;

thence North 88 degrees 25 minutes 16 seconds West along the East & West Quarterline of Section 32, for a distance of 1337.18 feet to a set personalized 1/2 inch rod;

thence North 0 degrees 23 minutes 34 seconds East on a line for a distance of 2685.53 feet to a set P.K. nail on the center line of County Road 138 at the place of beginning, passing through set iron rods at 1335.78 feet, 1990.59 feet, 2655.53 feet and containing 113.786 acres, more or less, but subject to all legal highways and easements of record, as surveyed by Michael C. Estep, Registered Surveyor number 7453 in July 1998 and November 2007 for revision.

Permanent Parcel Number: A02-00-001848-02-00  
Prior Instrument Reference: Seneca County Official Records Volume 377, Page 411  
Seneca County Official Records Volume 404, Page 2871

**In my opinion, based upon such examination, there are no defects in said title, except the following:**

Seneca County Deed Record Volume 228, Page 157 shows an easement to the North Central Farm Bureau Electric Cooperative to erect and maintain electric lines on, over, under, and across the premises, the course of the same to be along the north line of Township Road 138 and within one (1) foot of the highway right-of-way line, dated January 27, 1937.

Seneca County Lease Record Volume 51, Page 1064 shows an agreement for a conditional limited time gas service dated January 16, 1980, a copy of the same being attached hereto and included herein as fully rewritten.

**In my opinion, based upon such examination, there are no liens on said real estate and said persons have a good and merchantable title thereto, except the following:**

Seneca County Official Record Volume 377, Page 413, shows a mortgage from Dennis J. Kirian and Carolyn S. Kirian, husband and wife, to Melanie L. Allbery and James D. Allbery, Jr. securing a note in the principal amount of \$585,000.00 executed May 7, 2016 and filed for record May 9, 2016 at 2:56 p.m.

Parcel A02-00-001848-02-00 is shown as agricultural valuation with an assessed land valuation only of \$133,550.00. Taxes for the year 2020 have been assessed in the amount of \$1,025.09 and are currently due and payable. Taxes for the year 2021 are due, but not currently payable and constitute a lien.

The parcel is subject to the statutory lien for recapture of any benefits previously granted pursuant to the Current Agricultural Use Valuation program, the total CAUV savings for the years 2018 through 2020 being \$16,333.46. The 2021 CAUV application has been filed with the Seneca County Auditor.

**This certificate does not purport to cover matters not of record in said County, including rights of persons in possession, questions which a correct survey or inspection would disclose, rights to file mechanics' liens, special taxes and assessments not shown by the county treasurer's records, or zoning and other governmental regulations or liens asserted by the United States or State of Ohio, their agencies and officers under the Ohio Solid Hazardous Waste Disposal Act, Federal Superfund Amendments, and under Racketeering Influence and Corrupt Organization Acts and Receivership Liens, unless the lien is filed in the public records of the county in which the property is located.**

**I did not examine the indexes to the records by any U.S. Court for title defects, liens or judgments.**

**Dated: February 4, 2021  
At 8:31 AM**

  
\_\_\_\_\_  
**Bryan C. Rannigan, Attorney**

56486 COLUMBIA GAS DISTRIBUTION COMPANIES  
AGREEMENT FOR CONDITIONAL LIMITED TIME GAS SERVICE

COH-1234-291

THIS AGREEMENT, made this 16 day of January 1980, by and between MELVIN KOHLENBERG APPLICANT NAME

hereinafter called "Applicant", party of the first part, Columbia Gas of OHIO DISTRIBUTION COMPANY, Inc.

ADDRESS: 99 North Front St., Columbus, Ohio 43215, DISTRICT OFFICE NAME: NORWALK AREA OFFICE NAME: TIFFIN NUMBER: 1234

COMMUNITY NAME: SENECA CO. MAIN NUMBER: 22 hereinafter called "Distribution Company", party of the second part and  
LINE-ADAMS TWP.

TRANSMISSION COMPANY: Columbia Gas Transmission Corporation ADDRESS: 1700 MacCorkle Ave. S.E., Charleston, West Virginia 25314, hereinafter called

"Transmission Company", party of the third part; WHEREAS, Applicant has heretofore filed an application for gas service with

Distribution Company, said gas to be used by one (1) customer on premises owned by Applicant situate in

SECTION/RANGE	TOWNSHIP	DISTRICT	COUNTY	STATE	LOT	QUARTER
<u>32</u>	<u>ADAMS</u>		<u>SENECA</u>	<u>OHIO</u>		

for  residential  commercial or

industrial purposes; and WHEREAS, a Company service line is required on a pipeline facility owned by Transmission Company for

new service or  continuation of service of natural gas to be supplied to Applicant from Transmission Company LINE NO. D 100

which is a well, gathering, storage or transmission pipeline; and external protection of Transmission Company and Distribution Com-

pany equipment  is  is not required at time of installation; and unless Applicant already owns the land at the location of the service

line and all other facilities to be installed by Transmission Company and Distribution Company hereunder, Applicant has acquired an

easement therefor from the landowner by a deed dated \_\_\_\_\_ of record in \_\_\_\_\_ COUNTY

TYPE	VOLUME	PAGE	so that Applicant will be entitled to grant to Transmission Company
RECORD BOOK			

and Distribution Company the easement described in Section 8 below.

Applicant, Distribution Company and Transmission Company, for themselves and their heirs, successors and assigns, mutually agree to the following terms and conditions:

1. Service hereunder will be made possible at the sole discretion of Transmission Company by a Company service line installed on its pipeline, and only when and for so long as the rendition of such service will not adversely affect the primary function of the well, gathering, storage or transmission pipeline from which Applicant is served.
2. Applicant understands and agrees that Applicant must make a payment to Distribution Company under the provisions of Section 9 hereof, in the amount of \$200.00 as a contribution in aid of the cost of THREE (3) high pressure regulator(s), before work will be commenced to install the facilities necessary for service hereunder.
3. Service is granted to Applicant only because Transmission Company makes the gas available to Distribution Company for resale to Applicant; and Applicant understands that Transmission Company does not hereby agree to serve Applicant directly, either now or at any time in the future. Such service to Applicant is made subject to the absolute right of Distribution Company to discontinue such service, upon thirty (30) days' notice, for any of the following reasons, among others:
  - (A) When the well, gathering, storage or transmission pipeline of Transmission Company serving Applicant is no longer needed for its primary function.
  - (B) When the supply of natural gas contemplated for service to Applicant becomes depleted or exhausted.
  - (C) When the pressure on such Transmission Company pipeline is reduced to an improper or unsatisfactory level to maintain service to Applicant and to fulfill its other purposes.
  - (D) Whenever it becomes necessary to relocate, reclaim or abandon the pipeline of Transmission Company.
4. Transmission Company or Distribution Company may, without notice to Applicant, interrupt the delivery of gas to Applicant, whenever in its sole judgment such action is essential to the preservation or conservation of the health, safety or property of Transmission Company or Distribution Company, or the employees of either, or Applicant or the public generally.
5. Transmission Company and Distribution Company make no warranty, express or implied, as to the length of time such natural gas for the contemplated service will be available.
6. Applicant covenants that his service hereunder will be surrendered upon request of Distribution Company and in accordance with the terms of this Agreement, and further covenants that should he refuse to surrender the service upon request so as to delay or impede Transmission Company in removing said pipeline from service, or so as to cause Transmission Company to operate or maintain said pipeline in an inefficient manner in order to maintain service to Applicant and to fulfill the other purposes, if any, of said pipeline, such action shall constitute a breach of this Agreement; and Applicant shall thereupon be liable in damages to Transmission Company for its costs from time to time incurred in consequence of such breach hereof.
7. Transmission Company agrees that at such time as service shall be permanently and finally terminated to Applicant under Section 3 hereof, it shall, upon request of Applicant, pay to Applicant in full satisfaction of any and all claims against Transmission Company and Distribution Company, and to aid and assist Applicant in the costs attendant to the transfer to the most economical alternate source of energy where gas is not readily available from another supplier, a sum reckoned according to the following schedule:

Time elapsed from initial service hereunder to termination	Where gas is not readily available from another supplier
5 years or less	Alternate fuel costs (up to 200 million B.T.U. per year) for 3.0 years <u>200.00</u>
5 to 15 years	Alternate fuel costs (up to 200 million B.T.U. per year) for 2.0 years <u>pl</u>
More than 15 years	Alternate fuel costs (up to 200 million B.T.U.) for 1.0 year <u>1-17.80</u>

check # 297

Vol. 51 Page 1064

8. In consideration of the premises, Applicant hereby grants to Distribution Company and Transmission Company an easement for a site, acceptable to them, for the location of a Company service line, a cleaner, heater, regulators, meter and building, as may be required, at a point not to exceed twenty (20) feet from the pipeline of Transmission Company; and at Applicant's own cost and expense, Applicant shall furnish, lay, connect and maintain the customer service line and house line used for the safe and practical transporting and controlling of gas to be served, and install meter protection from external forces, when required; and Transmission Company agrees to furnish, install and maintain the necessary Company service line from its pipeline, which will include any necessary gas cleaning equipment. All installations performed by persons other than Distribution Company or Transmission Company are subject to Distribution Company approval in accordance with the then effective Columbia Gas System standards for gas piping and appliance venting on customer's premises.

9. Distribution Company shall furnish, at its own cost and expense, the meters, fittings and service regulators for furnishing the gas to be supplied hereunder to all except large volume customers (that is, up to 50 million B.T.U. per day), except as follows with respect to service regulators:

- (A) If the Transmission Company pipeline from which Applicant is to be served is operated at a pressure not exceeding 60 psig, Distribution Company will furnish the necessary service regulator at no cost to Applicant.
- (B) If the Transmission Company pipeline from which Applicant is to be served is operated at a pressure in excess of 60 psig but not in excess of 200 psig, which will necessitate one high pressure service regulator in addition to the service regulator, Applicant will be required to make a payment to cover the cost, installed, of the high pressure service regulator.
- (C) If the Transmission Company pipeline from which Applicant is to be served is operated at a pressure in excess of 200 psig which will necessitate two high pressure service regulators in addition to the service regulator, Applicant will be required to make a payment to cover the cost, installed, of the high pressure service regulators.
- (D) Subsequent to this Agreement, Distribution Company agrees (i) to make any and all replacements of service regulators and (ii) install any additional service regulators needed at this location, at Distribution Company's cost and expense. If this Agreement supersedes a pre-existing service Agreement, Distribution Company shall bear the cost and expense of replacing pre-existing service regulators.

Applicant agrees to maintain, at his own cost and expense, the customer service line, house line and installed meter protection from external forces, when required, in an operating condition satisfactory to Distribution Company. All material furnished by either Applicant or Distribution Company or Transmission Company may be reclaimed and removed from the premises by the party owning same at the termination of this Agreement.

10. Where a heater must be operated on the inlet side of a service regulator, to permit measurement of the gas, the heater and the gas used to operate such heater shall be supplied by Transmission Company at its expense.

11. Applicant agrees to notify Distribution Company of all problems arising out of any variations in the pressure of gas in the customer service line and house lines as well as defects in pipe, connections or appliances, the escape or leaking of gas, the sticking of valves or regulators and other irregularities incident to the service equipment of Applicant.

12. Distribution Company and Transmission Company shall have access at all times to all equipment herein provided for, for the purpose of determining whether such equipment is in proper condition and operated in accordance with this Agreement, and as well with the Rules, Regulations and Schedules of Distribution Company applicable to the jurisdictional public service customers, which said Rules, Regulations and Schedules as they exist from time to time shall also apply to this Agreement and are hereby specifically made a part hereof by reference.

13. The maximum pressure at which gas is to be supplied to Applicant for residential use shall not exceed seven (7) inches water column at the outlet of the service regulator, and the responsibility for the care of the service regulators and their proper adjustment to conform with the above specified pressure shall rest with Distribution Company. Applicant agrees to install a customer service line and house lines of sufficient size to give adequate service at this pressure.

14. Applicant agrees that Distribution Company shall have the right, without notice, to shut off the gas at any time from Applicant for any of the following causes; (A) for repairs; (B) for want of gas supply; (C) for non-payment of bills when due; (D) for any violation of this Agreement by Applicant; (E) upon discovery of a flow of stray electric current upon the house lines that is or might become dangerous; (F) in the event that gas service hereunder was secured by Applicant's misrepresentation; (G) manipulation of the service regulators to increase the pressure above the seven (7) inches water column maximum pressure herein specified; (H) when hazardous conditions of the Company or customer service lines or house lines or appliances are found so that a shut-off is required for safety reasons; and (I) when leaks are found that require prompt repair (but not shut-off) for safety reasons, and when repairs are not made promptly by Applicant.

15. At all times, Applicant agrees to service, repair and maintain in good and safe condition all customer service lines, house lines, fixtures, appliances, equipment and facilities owned by or installed by Applicant hereunder. Applicant further agrees to hold Distribution Company and Transmission Company harmless from any and all liability imposed against it arising from Applicant's use, maintenance, repair or ownership of the same.

16. Distribution Company or its agent, may require Applicant to supply a reasonably safe guarantee or a cash deposit. Said deposit will be refunded when the delivery of gas has been discontinued, after all bills due to Distribution Company have been paid and the receipt for such deposit has been surrendered.

17. Upon the request of Applicant, Distribution Company will test the accuracy of the meter, provided Applicant deposits with Distribution Company a sum of money sufficient to cover the costs arising from the removal and replacement of the meter for testing purposes. A meter registering between three percent (3%) fast and three percent (3%) slow shall be deemed for all purposes to be registering correctly. When the meter is tested and is found to be registering correctly, Distribution Company shall retain such part of said deposit as was actually expended in the removal and testing of the meter. If said deposit should be insufficient to fully cover said actual expense, Applicant shall pay the difference. When the meter is tested and found to be registering incorrectly, Distribution Company will refund to Applicant the entire amount of the deposit. Provided, however, that where State meter testing rules vary from the above, such State rules shall control.

18. Applicant agrees to pay Distribution Company for all gas so delivered on receipt or before the due date of the bill for the monthly period and at the rate prevailing from time to time in the general locality in which Applicant is served hereunder.

19. Applicant understands, and by the execution of this Agreement specifically agrees, that the service herein contemplated is a private contractual service and is not utility service subject to public regulation, unless State law otherwise requires, and that nothing herein contained shall be construed as implying an intention or "holding out" on the part of either Distribution Company or Transmission Company to serve the public in the area generally, or to dedicate any of its facilities to public use or service. All parties agree that both Distribution Company and Transmission Company are subject generally to regulation, so that this Agreement is subject to any lawful governmental order applicable thereto.

VOI  
S1 PAGE 1065

IN WITNESS WHEREOF, said parties have hereunto set their hands this 16 day of January, 19 80  
Signed and acknowledged in the presence of:

WITNESS:

John Davison  
J. W. Colburn  
Beatrice L. Poff  
Carol L. Smith  
Donna Lee  
Notary W. Toliver

APPLICANT:

x Melvin Kohlenberg  
COLUMBIA GAS OF OHIO, INC.  
By: W. C. Schwartz  
DISTRICT OFFICE MANAGER  
COLUMBIA GAS TRANSMISSION CORPORATION\*  
By: Paul C. Stump  
MANAGER OF Land Rights

STATE OF OHIO )  
COUNTY OF Seneca ) SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named MELVIN KOHLENBERG, who acknowledged that HE did sign the foregoing instrument and that the same is HIS free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 16 day of Jan, 19 80  
Robert C. Beeler  
NOTARY PUBLIC

STATE OF OHIO )  
COUNTY OF ) SS: ROBERT C. BEELER  
Notary Public, State of Ohio  
My Commission Expires April 6, 1983

Before me, a Notary Public in and for said County and State, personally appeared W. C. Schwartz, District Office Manager of the above named COLUMBIA GAS OF OHIO, INC., a corporation, who represented that he is duly authorized in the premises, and who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as such officer and is the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 28th day of January, 19 80  
Dianne Fritz  
NOTARY PUBLIC

STATE OF WEST VIRGINIA )  
COUNTY OF KANAWHA ) SS: DIANNE FRITZ  
NOTARY PUBLIC, HURON COUNTY, OHIO  
My Commission Expires Apr. 1, 1981

Before me, a Notary Public in and for said County and State, personally appeared Paul C. Stump, Manager of Land Rights, of the above named COLUMBIA GAS TRANSMISSION CORPORATION, a corporation, who represented that he is duly authorized in the premises, and who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as such officer and is the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 17th day of February, 19 80  
Donna Lee  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY: Louise Roth Commission expires Sept. 25, 1985 FOR: COLUMBIA GAS OF OHIO, INC.

VOL 51 PAGE 1066

56486

FORM C 2230-34 CSD

AGREEMENT AND EASEMENT

GCDOLO	UNIT	BOOK	ACCOUNT
PERMANENT SERVICE ID			

**FROM**  
 Melvin Kohlenberg  
 P. O. Address R.R. 1, T.R. 138  
 Republic, Ohio

**TO**  
 COLUMBIA GAS OF OHIO, INC.  
 AND COLUMBIA GAS TRANSMISSION CORP.  
 Date January 16, 1980

**LOCATION** Municipalities  
 Adams Township  
 Seneca County, Ohio

State of Ohio  
 Rec'd for Record January 25, 1980  
 @ 12:06 PM  
 Recorded January 25, 1980  
 in Book 51, Page 1064

David R. Stearns, Recorder Title  
 Seneca County  
 700 p.d.

Return to

Columbia Gas Transmission Corp.  
 P. O. Box 1273  
 Charleston, W. Va. 25325

VOL 51 PAGE 1067