



SUMMARY

Deeded Name	SHEPPARD LILLIE M		Taxpayer	SHEPPARD LILLIE M	
Owner	SHEPPARD LILLIE M 11098 WOLF STATION RD NEWCOMERSTOWN OH 43832			6969 KLICK ST SW MASSILLON OH 44646-9462	
Tax District	12-KIRKWOOD TWP-BARNESVILLE EVSD		Land Use	599-OTHER RESIDENTIAL STRUCTURES	
School District	BARNESVILLE EVSD		Subdivision		
Neighborhood	12000-KIRKWOOD TWP DEFAULT		Lender		
Location	HENDRYSBURG FREEPORT RD		Legal	R6 T9 S34 NE 3.714AC	
CD Year		Map Number	34.00	Routing Number	12-03400-015000
Acres	3.7100	Sold	05/02/2014	Sales Amount	0.00

VALUE

District	12-KIRKWOOD TWP-BARNESVILLE EVSD	
Land Use	599-OTHER RESIDENTIAL STRUCTURES	
	Appraised	Assessed
Land	5,980	2,090
Improvement	1,200	420
Total	7,180	2,510
CAUV	N 0	0
Homestead	N 0	0
OOC	N 0	0
Taxable	7,180	2,510

CURRENT CHARGES

Full Rate	63.450000			
Effective Rate	37.579645			
Qualifying Rate	33.540557			
	Prior	First	Second	Total
Tax	0.00	42.99	42.99	85.98
Special	0.00	0.00	0.00	0.00
Penalty	0.00	4.30	0.00	4.30
Total	0.00	47.29	42.99	90.28
Paid	0.00	0.00	0.00	0.00
Due	0.00	47.29	42.99	90.28

TRANSFER HISTORY

Date	Conveyance	Deed Type	Sales Amount	Valid	# of Properties
05/02/2014	Buyer: SHEPPARD LILLIE M Seller: SHEPPARD FLOYD C & LILLIE	876 AFE-EX AFFIDAVIT	\$0.00	Y	3
01/01/1987	Buyer: SHEPPARD FLOYD C & LILLIE Seller: SHEPPARD FLOYD C & LILLIE	0 UN-UNKNOWN	\$0.00	N	1

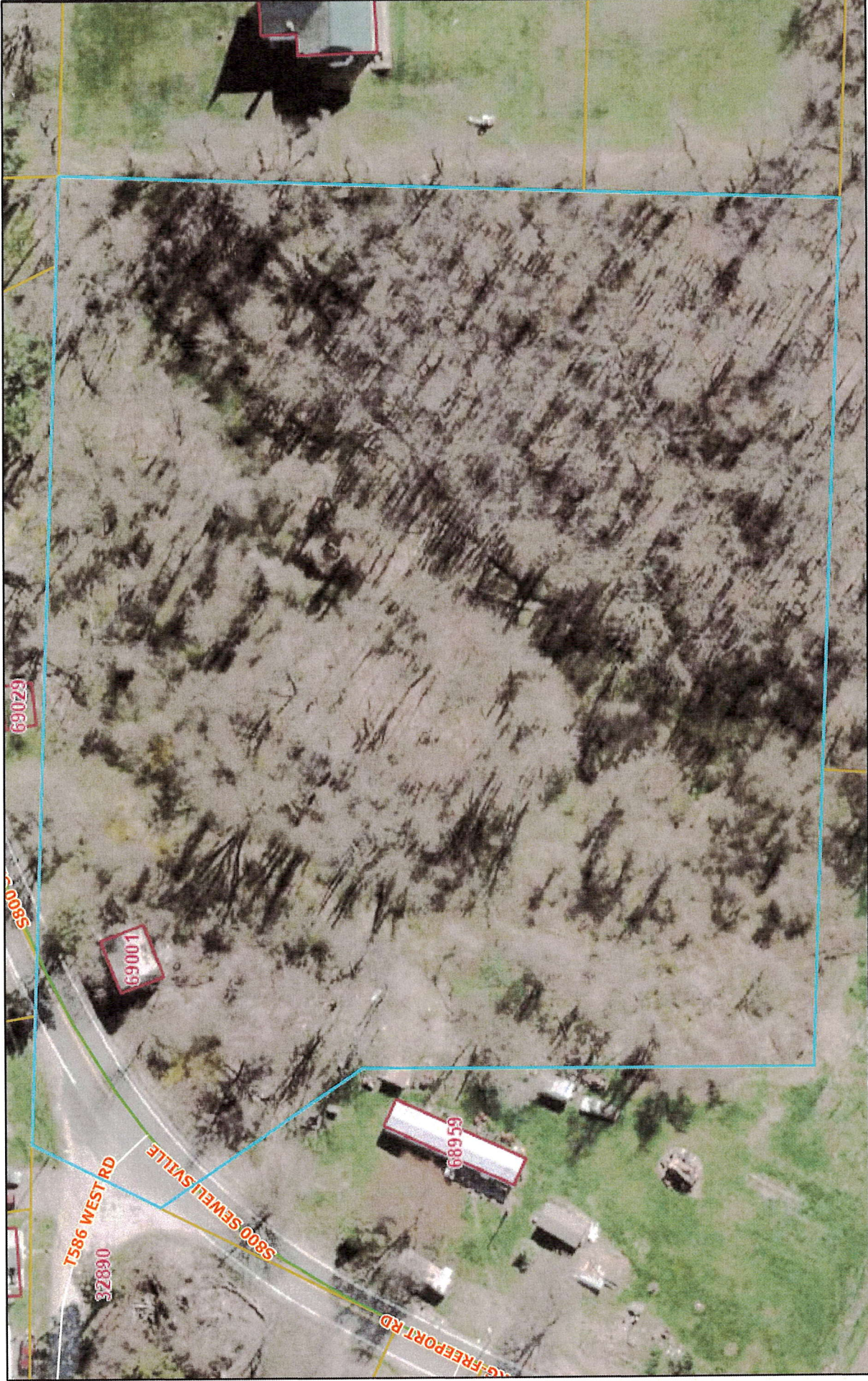
LAND

Type	Dimensions	Description	Value
RS-RESIDUAL	3.7140	Acres	5,980
		Total	5,980

OTHER IMPROVEMENT

Card	Type	Year Built	Year Remodeled	Condition	Dimensions	Description	Size	Value
1	DWELLING-DWELLING-SOUND VALUE ONLY	1900		AV-AVERAGE		Length x Width (Optional)	816	1,200
						Total		1,200

Belmont County GIS





CINDI HENRY

Belmont County Auditor | Belmont County, Ohio

SUMMARY

Deeded Name	SHEPPARD LILLIE M		Taxpayer	SHEPPARD LILLIE M	
Owner	SHEPPARD LILLIE M 11098 WOLF STATION RD NEWCOMERSTOWN OH 43832			6969 KLICK ST SW MASSILLON OH 44646-9462	
Tax District	12-KIRKWOOD TWP-BARNESVILLE EVSD		Land Use	599-OTHER RESIDENTIAL STRUCTURES	
School District	BARNESVILLE EVSD		Subdivision		
Neighborhood	12000-KIRKWOOD TWP DEFAULT		Lender		
Location	SEWELLSVILLE		Legal	R6 T9 S35 SE .33AC	
CD Year		Map Number	35.00	Routing Number	12-03500-008000
Acres	0.3300	Sold	05/02/2014	Sales Amount	0.00

VALUE

District	12-KIRKWOOD TWP-BARNESVILLE EVSD	
Land Use	599-OTHER RESIDENTIAL STRUCTURES	
	Appraised	Assessed
Land	5,120	1,790
Improvement	600	210
Total	5,720	2,000
CAUV	N	0
Homestead	N	0
OOCC	N	0
Taxable	5,720	2,000

CURRENT CHARGES

Full Rate	63.450000			
Effective Rate	37.579645			
Qualifying Rate	33.540557			
	Prior	First	Second	Total
Tax	0.00	34.19	34.19	68.38
Special	0.00	0.00	0.00	0.00
Penalty	0.00	3.42	0.00	3.42
Total	0.00	37.61	34.19	71.80
Paid	0.00	0.00	0.00	0.00
Due	0.00	37.61	34.19	71.80

TRANSFER HISTORY

Date	Conveyance	Deed Type	Sales Amount	Valid	# of Properties
05/02/2014	Buyer: SHEPPARD LILLIE M Seller: SHEPPARD FLOYD C & LILLIE	876	AFE-EX AFFIDAVIT	\$0.00	Y 3
01/01/1987	Buyer: SHEPPARD FLOYD C & LILLIE Seller: SHEPPARD FLOYD C & LILLIE	0	UN-UNKNOWN	\$0.00	N 1

LAND

Type	Dimensions	Description	Value
FA-FRACTIONAL ACREAGE	0.3300	Acres	5,120
		Total	5,120

OTHER IMPROVEMENT

Card	Type	Year Built	Year Remodeled	Condition	Dimensions	Description	Size	Value
1	DWELLING-DWELLING-SOUND VALUE ONLY	1900		AV-AVERAGE		Length x Width (Optional)	1,232	600
1	SHED	1900		AV-AVERAGE	12 X 8	Length x Width (Optional)	96	0
						Total		600

SKETCH

Card 1

Item	Description	Size	Floor	Floor Area (ft ²)	Living Area (ft ²)
1	DWELLING-DWELLING-SOUND VALUE ONLY	1,232	Total	0	0
2	SHED	96			

2

1

Belmont County GIS



3/21/2023, 11:12:56 AM

Road Centerline

State Highway

Township Road

Other

Township

Belmont County Parcels

Addresses

1:783

0 0.01 0.02 0.04 mi

0 0.01 0.02 0.04 km

CINDI HENRY

Belmont County Auditor | Belmont County, Ohio



SUMMARY

Deeded Name	SHEPPARD LILLIE M		Taxpayer	SHEPPARD LILLIE M	
Owner	SHEPPARD LILLIE M 11098 WOLF STATION RD NEWCOMERSTOWN OH 43832			6969 KLINK ST SW MASSILLON OH 44646-9462	
Tax District	12-KIRKWOOD TWP-BARNESVILLE EVSD		Land Use	501-RESIDENTIAL VACANT LAND - UNPLATTED 0 - 9.99 ACRES	
School District	BARNESVILLE EVSD		Subdivision		
Neighborhood	12000-KIRKWOOD TWP DEFAULT		Lender		
Location	SEWELLSVILLE RD		Legal	R6 T9 S29 SW .06AC	
CD Year		Map Number	29.00	Routing Number	12-02900-001000
Acres	0.0600	Sold	05/02/2014	Sales Amount	0.00

VALUE

District	12-KIRKWOOD TWP-BARNESVILLE EVSD
Land Use	501-RESIDENTIAL VACANT LAND - UNPLATTED 0 - 9.99 ACRES

CURRENT CHARGES

Full Rate	63.450000
Effective Rate	37.579645
Qualifying Rate	33.540557

	Appraised	Assessed
Land	930	330
Improvement	0	0
Total	930	330
CAUV	N	0
Homestead	N	0
OOCC	N	0
Taxable	930	330

	Prior	First	Second	Total
Tax	0.00	5.68	5.68	11.36
Special	0.00	0.00	0.00	0.00
Penalty	0.00	0.56	0.00	0.56
Total	0.00	6.24	5.68	11.92
Paid	0.00	0.00	0.00	0.00
Due	0.00	6.24	5.68	11.92

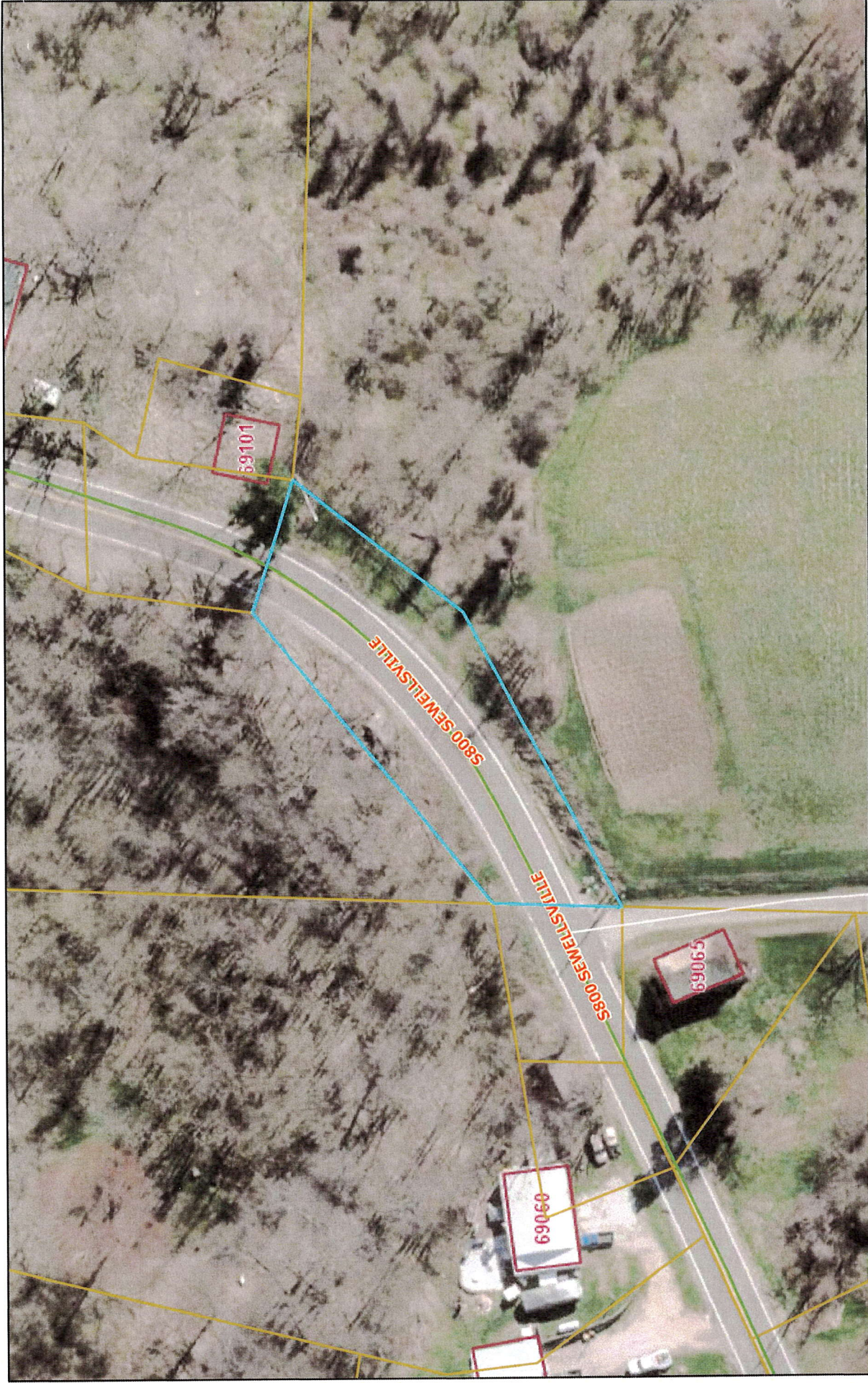
TRANSFER HISTORY

Date	Conveyance	Deed Type	Sales Amount	Valid	# of Properties	
05/02/2014	Buyer: SHEPPARD LILLIE M Seller: SHEPPARD FLOYD C & LILLIE	876	AFE-EX AFFIDAVIT	\$0.00	Y	3
01/01/1987	Buyer: SHEPPARD FLOYD C & LILLIE Seller: SHEPPARD FLOYD C & LILLIE	0	UN-UNKNOWN	\$0.00	N	1

LAND

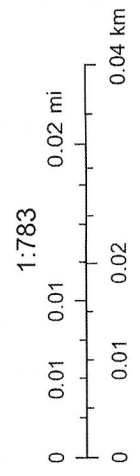
Type	Dimensions	Description	Value
FA-FRACTIONAL ACREAGE	0.0600	Acres	930
		Total	930

Belmont County GIS

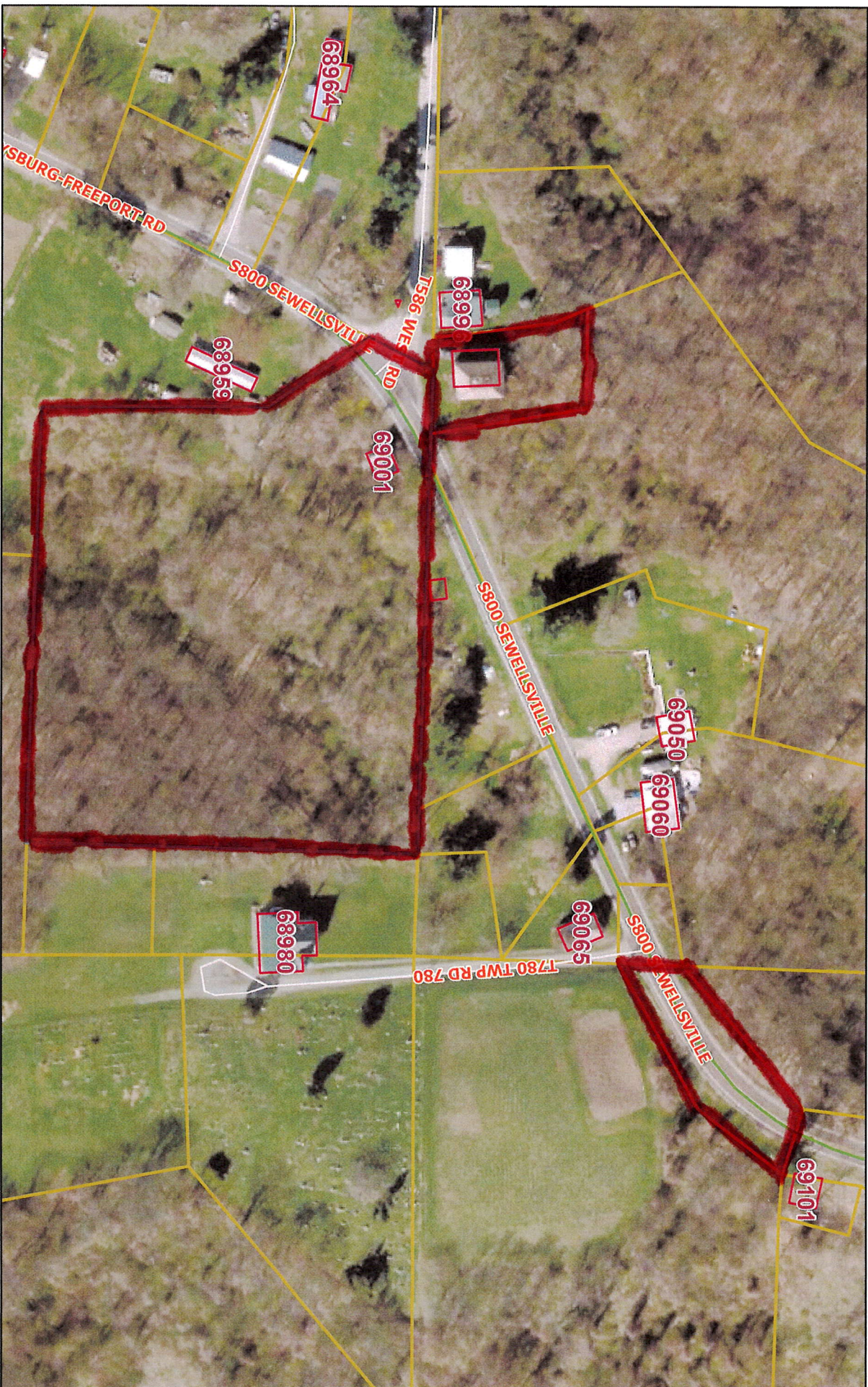


3/21/2023, 11:08:32 AM

- Road Centerline
- State Highway
- Township Road
- Township
- Belmont County Parcels
- Addresses

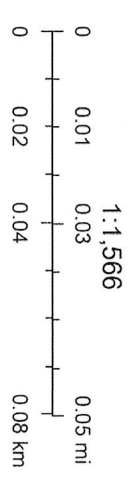


Belmont County GIS



4/26/2023, 8:22:55 AM

- Road Centerline
- State Highway
- Township Road
- Other
- Township
- Belmont County Parcel
- Addresses





First American Title™

Preliminary Judicial Report

ISSUED BY

First American Title Insurance Company

REPORT NUMBER

5007339-0047432e

Judicial Report

Guaranteed Party Name: Estate of Lillie M. Sheppard

File No.: A22-1211

Guaranteed Party Address: 125 E. High Avenue

Effective Date: 9/1/2022 @ 07:59 AM

City, State, Zip: New Philadelphia, Ohio 44663

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, **FIRST AMERICAN TITLE INSURANCE COMPANY** (hereinafter "the Company") hereby guarantees in an amount not to exceed \$ 4,850.00 that it has examined in the public records in BELMONT County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in Lillie M Sheppard by instrument recorded in Volume 474, Page 289 and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

This is a guarantee of the record title only and is made for the use and benefit of the Guaranteed Party and the purchaser at judicial sale thereunder and is subject to the Exclusions from Coverage, the Exceptions contained in Schedule B and the Conditions and Stipulations contained herein.

This Report shall not be valid or binding until it has been signed by either an authorized agent or representative of the Company and Schedules A and B have been attached hereto.

FILED

OCT 06 2022

PROBATE COURT

TUSCARAWAS COUNTY, OHIO

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

For Reference:

File #: A22-1211

Policy #: 5007339-0047432e

Issued By:

Alban Title, LLC

920 Boulevard Street

Dover, OH 44622

Account No: 4042546

Telephone: (330) 343-5800

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

By: _____

Authorized Countersignature

This jacket was created electronically and constitutes an original document

CONDITIONS AND STIPULATIONS OF THIS PRELIMINARY JUDICIAL REPORT

1. Definition of Terms

- (a) "Guaranteed Party": The party or parties named herein or the purchaser at judicial sale.
- (b) "Guaranteed Claimant": Guaranteed Party claiming loss or damage hereunder.
- (c) "Land": The land described specifically or by reference in Schedule A, and improvements affixed thereto, which by law constitute real property; provided however the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, lanes, ways or waterways.
- (d) "Public Records": Those records under state statute and, if a United States District Court resides in the county in which the Land is situated, the records of the clerk of the United States District Court, which impart constructive notice of matters relating to real property to purchasers for value without knowledge and which are required to be maintained in certain public offices in the county in which the land is situated.

2. Determination of Liability

This Report together with any Final Judicial Report or any Supplement or Endorsement thereof, issued by the Company is the entire contract between the Guaranteed Party and the Company.

Any claim of monetary loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest guaranteed hereby or any action asserting such claim, shall be restricted to this Report.

3. Liability of Company

This Report is a guarantee of the record title of the Land only, as disclosed by an examination of the Public Records herein defined.

4. Notice of Claim to be given by Guaranteed Party

In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect, or other claim of title guaranteed against and not excepted in this Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify the Company within a reasonable time in writing and secure to the Company the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect at its own cost. Any action for the payment of any loss under this Report must be commenced within one year after the Guaranteed Party

receives actual notice that they may be required to pay money or other compensation for a matter covered by this Report or actual notice someone claims an interest in the Land covered by this Report.

5. Extent of Liability

The liability of the Company shall in no case exceed in all the amount stated herein and shall in all cases be limited to the actual loss, including but not limited to attorneys fees and costs of defense, only of the Guaranteed Claimant. Any and all payments under this Report shall reduce the amount of this Report pro tanto and the Company's liability shall terminate when the total amount of the Report has been paid.

6. Options to Pay or Otherwise Settle Claims; Termination of Liability

The Company in its sole discretion shall have the following options:

- (a) To pay or tender to the Guaranteed Claimant the amount of the Report or the balance remaining thereof, less any attorneys fees, costs or expenses paid by the Company to the date of tender. If this option is exercised, all liability of the Company under this Report terminates including but not limited to any liability for attorneys fees, or any costs of defense or prosecution of any litigation.
- (b) To pay or otherwise settle with other parties for or in the name of the Guaranteed Claimant any claims guaranteed by this Report.
- (c) To continue, re-open or initiate any judicial proceeding in order to adjudicate any claim covered by this Report. The Company shall have the right to select counsel of its choice (subject to the right of the Guaranteed Claimant to object for reasonable cause) to represent the Guaranteed Claimant and will not pay the fees of any other counsel.
- (d) To pay or tender to the Guaranteed Claimant the difference between the value of the estate or interest as guaranteed and the value of the estate or interest subject to the defect, lien or encumbrance guaranteed against by this Report.

7. Notices

All notices required to be given to the Company shall be given promptly and any statements in writing required to be furnished to the Company shall be addressed to **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone 888-632-1642 (claims.nic@firstam.com)**.

EXCLUSIONS FROM COVERAGE

- The Company assumes no liability under this Report for any loss, cost or damage resulting from any physical condition of the Land.
- The Company assumes no liability under this Report for any loss, cost or damage resulting from any typographical, clerical or other errors in the Public Records.
- The Company assumes no liability under the Report for matters affecting title subsequent to the date of this Report or the Final Judicial report or any supplement thereto.
- The Company assumes no liability under this Report for the proper form or execution of any pleadings or other documents to be filed in any judicial proceedings.
- The Company assumes no liability under this Report for any loss, cost, or damage resulting from the failure to complete service on any parties shown in Schedule B of the Preliminary Judicial Report and the Final Judicial Report or any Supplemental Report issued thereto.



First American Title™

Preliminary Judicial Report

ISSUED BY

**First American Title Insurance Company, Ohio
Agency**

REPORT NUMBER

5007339-0047432e

Schedule A

File No.: A22-1211

DESCRIPTION OF THE LAND

Situated in the Township of Kirkwood, County of Belmont, and State of Ohio

See Exhibit A attached hereto.

Property Address: Hendrysburg Freeport Rd (Parcel 1) and Sewelsville Rd (Parcels 2 & 3), OH



First American Title™

Preliminary Judicial Report

ISSUED BY

First American Title Insurance Company, Ohio
Agency

REPORT NUMBER

5007339-0047432e

Schedule B

File No.: A22-1211

EXCEPTIONS

The matters shown below are exceptions to this Preliminary Judicial Report and the Company assumes no liability arising therefrom.

1. Easements, restrictions, setback lines, declarations, conditions, covenants, reservations and rights-of-way, if any that were filed for record prior to the lien being foreclosed.

NOTE: A search for uncertified special tax assessments has not been performed.

2. 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.
3. The lien of all general taxes and assessments for the year 2021 and thereafter.
The tax in the amount of **\$43.52**, per half, including current assessments, if any, is **PAID**.
Parcel Number 12-00733.000
4. Mineral, Oil and Gas Lease and Easement recorded in Official Record Book 474, Page 293 on May 02, 2014.
5. The lien of all general taxes and assessments for the year 2021 and thereafter.
The tax in the amount of **\$5.76**, per half, including current assessments, if any, is **PAID**.
Parcel Number 12-00125.000
6. Mineral, Oil and Gas Lease and Easement recorded in Official Record Book 474, Page 293 on May 02, 2014.
7. The lien of all general taxes and assessments for the year 2021 and thereafter.
The tax in the amount of **\$34.84**, per half, including current assessments, if any, is **PAID**.
Parcel Number 12-00551.000
8. Mineral, Oil and Gas Lease and Easement recorded in Official Record Book 474, Page 293 on May 02, 2014.

EXHIBIT A

Parcel No. 12-00733.000

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

Situated in the State of Ohio, County of Belmont and the Township of Kirkwood. Being part of the Northeast Quarter of Section 34; Township 9, Range 6 and all of the lands of Lora D. Warrick recorded as First Tract and Second Tract in Volume 422, Page 560 of the Belmont County Record of Deeds.

Beginning at an iron pin (set) on the North line of Section 34 where a concrete monument (found) which marks the Northeast corner of said Section 34 bears South 88 deg. 48' 53" East 99.09 feet, thence from said place of beginning, South 00 deg. 13' 19" West 362.64 feet to a corner post on the North line of a 7.228 acre tract as recorded in Volume 571, Page 793 of said county deed records. Thence following the North line of said 7.228 acre tract, North 89 deg. 05' 40" West 273.30 feet to a corner post on the boundary of a 2.006-acre tract as recorded in Volume 428, Page 426 of said County Deed Records (passing through an iron pin (set) at 3.00 feet). Thence leaving the boundary of said 7.228 acre tract and following the boundary of said 2.006 acre tract, North 89 deg. 40' 05" West 150.41 feet to a corner post, passing through an iron pin (set) at 3.00 feet, Thence North 00 deg. 31' 54" East 204.49 feet to an iron pin (set) passing through an iron pin (set) at 3.00 feet Thence North 62 deg. 32' 06" West 93.01 feet to a corner post on the East side of State Route 800, passing through an iron pin (set) at 90.01 feet, Thence leaving the boundary of said 2.006 acre tract, North 28 deg. 04' 54" East, 135.12 feet to an iron pin (set) on the North line of Section 34, Thence following the section line, South 88 deg. 48' 53" East 442.21 feet to the place of beginning, passing through an iron pin (found) at 128.28 feet.

CONTAINING 3.714 ACRES.

Bearings in this description refer to the grid meridian of the Ohio Co-ordinate System (South Zone). All iron pins referred to as set in this description are 1/2 inch diameter iron rods 30 inches long identifiable by a yellow cap stamped JAH RS6524. This description prepared by Jack A. Hamilton, Registered Surveyor 6524 after a field survey of the parcel herein described during April 1980.

Parcel No. 12-00125.000

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

Situated in the Township of Kirkwood, County of Belmont and State of Ohio and known as and being a part of the S.W. Quarter of Section 29, Township 9, and Range 6, and beginning for the same Sixty feet East of the Section line on the North side of the graded road in the Town of Sewellsville; Thence North 61 1/2 deg. E. 3.84 rods; Thence North 27 deg. East 3 rods; Thence North 73 1/2 deg. West 3 rods; Thence South 53 1/2 deg. West 2.37 rods; Thence South 3.26 rods to the place of beginning, containing 10 rods.

Parcel No. 12-00551.000

Situated in the State of Ohio, County of Belmont and Township of Kirkwood and bounded and described as follows:

Being a part of the Southeast Quarter of Section 35, Township 9, Range 6 in the Steubenville Land District. Beginning for the same at an iron pin (set) on the South line of Section 35 from which the Southeast corner of the aforementioned Quarter (a concrete monument marks said section corner) bears S. 89 deg. 26' 10" E. 506.12 feet; Thence from said beginning, N. 10 deg. 0' 07" W. 150.00 feet to an iron pin (set); Thence N. 89 deg. 26' 10" W. 91.00 feet to an iron pin (set); Thence S. 10 deg. 01' 07" E. 150.00 feet to an iron pin (set) on the Section line; Thence

S. 89 deg. 26' 10" E. 91.00 feet to the place of beginning and containing 0.308 acres, more or less. Being the same premises described as a one-third acre tract, more or less.

Bearings are based on the assumed meridian established in the area by R. & F. Coal Company. They are neither astronomic nor magnetic.

Surveyed on December 5, 1980 by David Michael Jamison, Ohio Registered Professional Surveyor #S-06497.

GENERAL WARRANTY DEED-MINERAL RIGHTS

This General Warranty Deed -- Mineral Rights ("Mineral Deed") is:

From: Lillie M. Sheppard, unmarried

Hereinafter called Grantor (whether one or more).

To: Trailway Resources, LLC, an Ohio limited liability company,
2230 CR 168, Dundee, Ohio 44624

Hereinafter called Grantee (whether one or more).

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto Grantee any and all minerals, including oil, gas (of all kinds), petroleum and associated hydrocarbons (wet and dry), and including coalbed methane gas and associated gases, in and underlying and that may be produced from the following described lands situated in Township of Kirkwood, County of Belmont and State of Ohio, to-wit:

Hereinafter referred to as "the Property" and further described in the attached Exhibit "A",

together with the rights of ingress and egress and access thereto and therefrom at all times for the purpose of mining, removing, drilling, producing, operating, developing, and exploring (including undertaking all geophysical and seismic testing operations) the Property and storing, handling, marketing and transporting (including the laying, maintenance, and removal of pipelines) the interests herein conveyed thereto and therefrom and the right to place on and remove from the Property all of Grantee's property, equipment, fixtures, improvements and appurtenances.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder hereof.

This conveyance is made together with and shall include and cover all of Grantor's right, title, and interest in and under any and all existing oil and gas leases and any and all existing Oil and Gas wells and all future wells to be drilled thereunder, and it being specifically understood and agreed that Grantee shall be entitled to have and receive and retain all rents, royalties, income, bonuses and other benefits which have currently accrued and are currently payable under any and all such Leases and which may/will accrue and be payable after the executing date of this Deed, and including all monies, proceeds, income, bonuses, rents, royalties, and other benefits which may now be in the possession of or held by any third party bank, trustee, production company, or pipeline company for the benefit of the Grantor as of the date hereof. As to any and all such existing leases, Grantor does hereby irrevocably appoint and constitute Grantee as Grantor's limited Agent and Attorney-in-Fact for the limited

purpose of executing any and all division orders, transfer orders, or other instruments as may be necessary to fully and effectively transfer all such monies, proceeds, income, rents, royalties, bonuses, and other benefits under said Leases unto Grantee.

TO HAVE AND TO HOLD the above-described Property and interests and all easement/access rights and all other rights associated therewith and all privileges and appurtenances thereto belonging unto the said Grantee and its heirs, successors, executors, administrators and assigns forever, and Grantor and Grantor's heirs, executors, administrators, successors, and assigns that Grantor is lawfully seized in fee simple title to all of the interests herein conveyed, that the herein conveyed interests are free and clear of all encumbrances whatsoever, and that Grantor has good right, power, and authority to sell and convey same, and Grantor does and will forever warrant and defend the same unto Grantee and its heirs, executors, administrators, successors, and assigns against the lawful claims and demands of all persons whomsoever and whatsoever situate.

THE ABOVE WAS PREPARED AT THE SPECIFIC REQUEST OF GRANTOR/GRANTEE BASED SOLELY UPON INFORMATION SUPPLIED BY ONE OR MORE OF THE PARTIES TO THIS CONVEYANCE, AND WITHOUT EXAMINATION OF TITLE OR ABSTRACT. THE DRAFTER ASSUMES NO LIABILITY FOR ANY ERRORS, INACCURACIES, OR OMISSIONS IN THIS INSTRUMENT RESULTING FROM THE INFORMATION PROVIDED AND MAKES NO ASSERTIONS WITH RESPECT TO LIENS WHICH MAY BE AGAINST THIS PROPERTY, AND THE PARTIES HERETO SIGNIFY THEIR ASSENT TO THE DISCLAIMER BY THE GRANTOR'S EXECUTION AND THE GRANTEE'S ACCEPTANCE OF THIS INSTRUMENT.

Prior Instrument Reference: Volume ____, Page ____, Belmont County Official Records.

Tax Parcel Number: 12-00733.000

WITNESS my hand this ____ day of _____, 20__

Lillie M. Sheppard

ACKNOWLEDGMENT

State of)
) SS:
County of)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Lillie M. Sheppard, unmarried.

Notary Public

EXHIBIT "A"

FIRST TRACT:

Situated in the State of Ohio, County of Belmont and Township of Kirkwood and bounded and described as follows:

Being a part of the Southeast Quarter of Section 35, Township 9, Range 6 in the Steubenville Land District. Beginning for the same at an iron pin (set) on the South line of Section 35 from which the Southeast corner of the aforementioned Quarter (a concrete monument marks said section corner) bears S. 89 deg. 26' 10" E. 506.12 feet; thence from said beginning, N. 10 deg. 01' 07" W. 150.00 feet to an iron pin (set); thence N. 89 deg. 26' 10" W. 91.00 feet to an iron pin (set); thence S. 10 deg. 01' 07" E. 150.00 feet to an iron pin (set) on the Section line; thence S. 89 deg. 26' 10" E. 91.00 feet to the place of beginning and containing 0.308 acres, more or less, but subject to all legal highways and covenants of record. Being the same premises described as a one-third acre tract, more or less, as was conveyed to Grantors by Deed in Volume 385, Page 158 of the Belmont County Deed Records.

Bearings are based on the assumed meridian established in the area by R. & F Coal Company. They are neither astronomic nor magnetic.

Surveyed on December 5, 1980 by David Michael Jamison, Ohio Registered Professional Surveyor #S-06497.

SECOND TRACT:

Situated in the Township of Kirkwood, County of Belmont and State of Ohio and known as and being a part of the S.W. quarter of Section 29, Township 9, and Range 6, and beginning for the same sixty feet East of the Section line on the North side of the graded road in the Town of Sewellsville; thence North 61 ½ deg. E. 3.84 rods; thence North 27 deg. East 3 rods; thence North 73 ½ deg. West 3 rods; thence South 53 ½ deg. West 2.37 rods; thence South 3.26 rods to the place of beginning, containing 10 rods.

THIRD TRACT:

Situated in the State of Ohio, County of Belmont and the Township of Kirkwood. Being part of the Northeast Quarter of Section 34; Township 9, Range 6 and all of the lands of Lora D. Warrick recorded as First Tract and Second Tract in Volume 422, Page 560 of the Belmont County Record of Deeds.

Beginning at an iron pin (set) on the north line of Section 34 where a concrete monument (found) which marks the Northeast corner of said Section 34 bears South 88 deg. 48' 53" East 99.09 feet,

Thence from said place of beginning, South 00 deg. 13' 19" West 362.64 feet to a corner post on the north line of a 7.228 acre tract as recorded in Volume 571, Page 793 of said county deed records.

Thence following the north line of said 7.228 acre tract, North 89 deg. 05' 40" West 273.30 feet to a corner post on the boundary of a 2.006 acre tract as recorded in Volume 428, Page 426 of said County Deed Records (passing through an iron pin (set) at 3.00 feet)

Thence leaving the boundary of said 7.228 acre tract and following the boundary of said 2.006 acre tract, North 89 deg. 40' 05" West 150.41 feet to a corner post, passing through an iron pin (set) at 3.00 feet,

Thence North 00 deg. 31' 54" East 204.49 feet to an iron pin (set) passing through an iron pin (set) at 3.00 feet,

Thence North 62 deg. 32' 06" West 93.01 feet to a corner post on the east side of State Route 800, passing through an iron pin (set) at 90.01 feet,

Thence leaving the boundary of said 2.006 acre tract, North 28 deg. 04' 54" East; 135.12 feet to an iron pin (set) on the north line of Section 34,

Thence following the section line, South 88 deg. 48' 53" East 442.21 feet to the place of beginning, passing through an iron pin (found) at 128.28 feet.

CONTAINING 3.714 ACRES.

Bearings in this description refer to the grid meridian of the Ohio Co-ordinate System (South Zone).

All iron pins referred to as set in this description are ½ inch diameter iron rods 30 inches long identifiable by a yellow cap stamped JAH RS6524.

This description prepared by Jack A. Hamilton, Registered Surveyor 6524 after a field survey of the parcel herein described during April 1980.

SURFACE OWNER: Lillie M. Sheppard



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: Sewellsville Rd 12-00733,000/12-00551,000/12-00125,000

Buyer(s): _____

Seller(s): Sheppard Estate

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Ryan Wallick and real estate brokerage McIntire Realty will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT _____ DATE _____

Paul J. Watson 4-27-23
SELLER/LANDLORD _____ DATE _____

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Property Address Parcel # 12-00551,000 Belmont County

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) AW Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Paul J. Watson</u>	<u>4-27-23</u>		
Seller	Date	Seller	Date
<u>[Signature]</u>	<u>4/26/23</u>		
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date