

Attachment 1

Public Information

Accounting

Payee/Element	Purpose	Cost
Property	Purchase Price	1,300,000 ¹
	Demolition	27,342.33
	Asbestos Testing	3,230
	Electrical Disconnect	750.00
	Total	1,331,322.33

Timeline

Occurrence	Date
Purchased property	May 11, 2015
Notified SHPO of purchase in person	March 29, 2016
Notified SHPO of intent to demolish by phone	April 5, 2016
Demolished house and two outbuildings	May 25-31, 2016

¹ Documentation consists of the following (i) Option to Purchase dated April 28, 2015; (ii) Warranty Deed dated May 12, 2015 and (iii) Title Insurance Commitment dated May 11, 2015.

OPTION TO PURCHASE

This Option to Purchase ("Agreement") is made and entered into as of the 28th day of April, 2015, by and between [REDACTED] (hereinafter referred to as "Owner") whose address is 8468 Azalea Rd., SW, Dennison OH 44621 and Rover Pipeline LLC, limited liability company, (hereinafter referred to as "Purchaser"), whose address is 1300 Main Street, Houston TX 77002 (Purchaser and Owner being sometimes collectively referred to hereafter as the "Parties").

WITNESSETH:

WHEREAS, Owner is the owner of the property, , all as described on Exhibit "A" attached hereto and made part of this Agreement ("Property"); and

WHEREAS, Owner proposes to grant, and Purchaser desires to exercise, an exclusive option to purchase and acquire the Property ("Option").

NOW, THEREFORE, for the mutual covenants and premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Parties agree to the following terms and conditions of this Agreement:

1. Option: Owner, for themselves, their heirs, executors, personal representatives, trustees, successors and assigns, does hereby give and grant unto Purchaser, its successors and assigns, the first, sole and exclusive right and Option to purchase the Property in fee ownership from Owner, for and in consideration of, among other things, payment to American Title Associates Agency, Inc. to be held in escrow for the Owner in the amount of One Hundred Thirty Thousand Dollars and No/100 (\$130,000.00) ("Option Money").

2. Purchase Price: In the event Purchaser shall exercise its Option to purchase the Property, the purchase price shall be One Million, Three Hundred Thousand Dollars and NO/100 (\$1,300,000.00) ("Purchase Price").

3. Term: The term of the Option to purchase herein granted shall commence on the execution date of this Agreement and continue for a period of Six (6) months.

4. Application of Option Money: In the event of the exercise of the Option to purchase herein contained, all Option Money paid hereunder shall be applied to reduce the Purchase Price.

5. Method of Exercise: Purchaser may exercise the Option herein granted at any time during the term hereof by providing written notice of the exercise of said Option to Owner.

6. Contingencies to Obligation to Close: It is agreed that all consideration paid by Purchaser for the Option herein granted is subject to the following conditions which shall be deemed conditions precedent to the suitability of said Property for the uses intended by Purchaser and of its' counter parts obligation to purchase said Property.

A. There are no actions pending which, if adversely determined, would materially impair the ability and right of Owner to convey the Property to Purchaser in the manner and at all the times herein set forth.

B. Owner is the sole and only title holder having an interest in the Property in fee simple, and Owner has full Power and authority to enter into this Agreement and to sell and convey the Property to Purchaser in accordance with the terms hereof.

C. Owner warrants that Owner shall not encumber, cause nor permit any lien, encumbrances, charge or defect to the title of the Property herein described during the Option period.

D. Owner shall cause no judicial, administrative or other orders or pending proceedings that preclude or interfere or would preclude or interfere with the furnishings of gas, water, sewer or other utility service to the Property, or that would otherwise interfere with access to of the proposed use of the Property by Purchaser.

7. Inspection of Property: Owner hereby authorizes Purchaser and its agents to enter upon the Property for purposes of conducting such inspections and tests, including soil tests borings, surveys, environmental testing, soil percolation tests and any other as Purchaser shall elect. In such event, Purchaser shall restore any damage to the Property caused by such inspections and tests. Except as otherwise provided herein, all action initiated by Purchaser to investigate and determine the suitability of said Property for its intended purposes shall be at the sole cost of Purchaser without cost and expense to the Owner. The Owner agrees to cooperate with Purchaser by making such appearances and executing such applications, consents and endorsements as may be reasonably necessary in order to seek satisfaction of the foregoing land suitability conditions. Purchaser's agents and employees shall have the right to enter upon said Property at any time during the Option period herein granted for the purpose of conducting land use suitability test and surveys. Purchaser agrees to indemnify the Owner from any cost or liability incurred by reason of such investigations and testing and to repair any damage to the Property arising in consequence thereof.

8. Payment of Purchase Price: In the event Purchaser shall exercise its Option to purchase the aforesaid Property, the Purchase Price therefore less

all Option Money paid hereunder, and subject to prorations below, shall be paid at closing as hereinafter set forth.

9. Forfeiture of Option Money: In the event Purchaser fails to exercise the Option herein granted within the term set forth, other than for reason of failure of one or more of the conditions set forth above, all sums paid to the Owner as consideration for the granting of this Option shall be retained by the Owner as the purchase price of this Option, and thereafter no Party hereto shall have any further rights or claims hereunder.

10. Time and Place of Closing: Subject to the provisions herein, a closing of the sale of the Property under this Agreement shall be held at a mutually agreeable location on or before 30 days next following the exercise of the option to purchase said Property, but no earlier than May 8th, 2015; provided, however, in the event of objections of title hereof, a closing shall be held within 30 days after the removal of such objections, but no earlier than May 8th, 2015.

11. Removal of Personal Property: Owner and Purchaser agree that Owner may, without additional compensation to Purchaser, but at Owner's sole risk, peril, cost, and expense, through 5:00 p.m. on August 1, 2015, to reside at and remove any personal property including any and or all appliances, except buildings, structures, improvements or appurtenances which are a part of this Contract. Owner agrees to indemnify, defend, and hold Purchaser harmless against any and all claims, demands, or causes of action arising from any such removal activity by or on behalf of Owner. After said time and date, Owner shall have no further rights or claims in or to said personal property, entitling Purchaser to make disposition of same at Purchaser's sole discretion without recourse.

12. Closing: Upon closing Purchaser shall deliver to the Owner payment of the balance of the Purchase Price, subject to adjustments and prorations for property taxes based upon the last issued property tax bill and the amount required to remedy and correct any additional title exceptions, if any, and the Owner shall make, execute and deliver to Purchaser Owner's warranty deed in recordable form conveying good and marketable title in compliance with all applicable statutes, and in and to said Property in fee simple absolute, free and clear of all liens, assessments and encumbrances whatsoever, except the deed shall be subject to (i) standard exceptions, (ii) the lien of property taxes for the year in which closing occurs, and (iii) easements of the record first approved in writing by Purchaser. Such deed shall be made to Rover Pipeline LLC, or to any person or entity designated by Purchaser.

In addition to the Purchase Price, Purchaser shall be responsible for all closing costs, including recording fees.

13. Payment of Owner's Obligations: At closing all existing liens, mortgages, assessments, leases and encumbrances upon the Property shall be discharged by payments from the balance of the Purchase Price payable to the Owner. Property taxes and rental shall be prorated to the date of closing using the lien method.

14. Computation of Time: In computing any period of time within which any act is to be done hereunder, the day of the event after which the designated period of time begins is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday.

15. Specific Performance: The Parties hereby declare that it is impossible to measure in money the damages which will accrue to Purchaser by reason of the failure of Owner to perform the obligations set forth hereunder. Should any dispute arise or any action be instituted by Purchaser, its successors or assigns, to enforce the provisions hereof, it is agreed that this Agreement shall be enforceable in a court of equity by a decree of specific performance and that an injunction may be issued restraining any sale or transfer of said Property or any use thereof contrary to the provisions of this Agreement pending on determination of such controversy, and the Owner, for themselves, their heirs, executors, personal representatives, successors and assigns, hereby waive the claim or defense that an adequate remedy at law exists. Such remedy shall, however, be cumulative and not exclusive, and shall be in addition to any other remedy which Purchaser may have. Retention of the Option Money by the Owner is its sole remedy.

16. Assignability: This Agreement and all rights arising hereunder shall be assignable by Purchaser.

17. Notices: All notices required hereunder shall be in writing and delivered either personally or by depositing the same, postage prepaid, in the United States mail, certified return receipt requested, addressed to the party hereto to whom the same is directed at the following address:

TO OWNER:



TO PURCHASER: Rover Pipeline LLC
 1300 Main Street
 Houston, TX77002

Either party hereto may from time to time change its mailing address by written notice to the other.

18. Future Assurances: The Parties agree to execute any and all additional documents and/or instruments necessary to carry out the terms of this Agreement. The cost incurred in the preparation of any additional documents shall be borne by the party for whose benefit the documents are being executed.

19. Time of Essence: Time shall be the essence of this Agreement.

20. Binding Effect: This Agreement shall be binding upon and shall operate for the benefit of the Parties hereto and their respective heirs, executors, trustees, beneficiaries, administrators, personal representatives, successors and assigns, and shall be binding upon any person to whom any interest in said Property is transferred in violation of the provisions of this Agreement and the executor or administrator of any such party or person.

21. Memorandum: The Parties agree not to record this Agreement but to keep its terms confidential. Owner agrees to execute a memorandum of this Agreement which does not disclose the purchase price for recording purposes.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the day and year first above set forth.

OWNER:

[REDACTED]

[REDACTED]

PURCHASER: ROVER PIPELINE LLC

[REDACTED]

[REDACTED]

EXHIBIT "A"

Situated in the Township of Orange, County of Carroll and State of Ohio:

**Being a part of the Northeast Quarter of Section 10 and the Southeast quarter of Section 11,
Township 14 of Range 7 and being more particularly described as follows:**

Beginning at an iron pin set at the Northwest corner of the Northeast Quarter of Section 10;

**Thence South 0° 35' 18" East along the West line of said quarter section a distance of 20.00 feet
to the centerline of Azalea Road (C. R. 22);**

**Thence North 73° 07' 00" East along the centerline of Azalea Road a distance of 1005.15 feet to
an iron pin set, said point being the true place of beginning;**

**Thence continuing North 73° 07' 00" East along the centerline of Azalea Road and the South line
of land now or formerly owned by A. Lewis (152/746) a distance of 415.00 feet to an iron pin
set;**

**Thence South 20° 16' 05" East along the West line of said Lewis lands a distance of 741.47 feet
to an iron pin set;**

**Thence South 1° 30' 00" West along the West line of lands now or formerly owned by L. Stanley
(164/468) a distance of 91.00 feet to an iron pin set;**

**Thence South 59° 23' 00" West along the North line of said Stanley land a distance of 556.00
feet to an iron pin set;**

**Thence North 10° 20' 06" West a distance of 964.82 feet to the true place of beginning,
containing 10.000 acres of land of which 6.877 acres are located in Section 10 and 3.123 acres
are located in Section 11 as surveyed by David J. Bodo, Ohio Registered Surveyor Number 6321,
In November, 1980.**

Prior Instrument Reference: Official Records Book 96, Page 2377

PPN: 25-0002040.000

CONVEYANCE EXAMINED
COMPLIES WITH R.C. SEC. 319.202
ENTERED FOR TRANSFER

MAY 12 2015

LYNN FAIRCLOUGH
AUDITOR

5,200
hwy

Instrument No 201500002416
Filed for Record in
CARROLL County, Ohio
Patricia J. Over
05/12/2015 at 01:20:36 PM
WARRANTY DEED
Book-Page 110-2520
Pages Recorded 3
Recording Fee \$36.00

"APPROVED DEED FOR TRACT
DESCRIPTION ONLY"
BRIAN J. WISE, CO. ENGINEER P.E.P.S.

Brian J. Wise DEPUTY
5-12-15

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT

[REDACTED]
[REDACTED] for the consideration of One Dollar and Other Valuable Consideration (\$1.00 & OVC) received of **Rover Pipeline, LLC, a Delaware limited liability company**, the Grantee, whose tax mailing address will be 1300 Main St., Houston, TX 77002, does give, grant, bargain, sell and convey unto the said Grantee, its successors and/or assigns, the following described premises:

SEE EXHIBIT A ATTACHED.

Parcel No.: 25-0002040.000

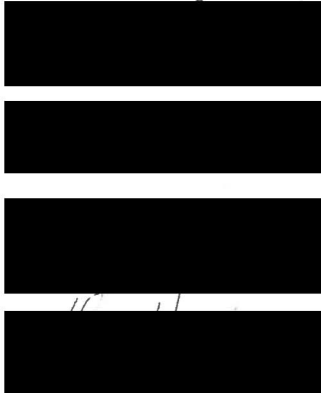
Subject to all matters of record.

TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereunto belonging, unto the said Grantee, its successors and/or assigns forever.

And, we, the said Grantors, do for myself, my heirs and/or assigns covenant with the Grantee, its heirs and/or assigns, that at and until the ensembling of these presents, we are well seized of the above described premises as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written and that the same is free from all encumbrances whatsoever, except those stated herein and real estate taxes and assessments which shall be prorated to the date of closing, and that we will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and/or assigns, against all lawful claims and demands whatsoever, except as stated above.

Prior Deed Reference: Official Records Volume 110, Page 365, Carroll County Records.

Executed this 11th day of May, 2015.



STATE OF OHIO, COUNTY OF CARROLL: SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named [REDACTED], 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 Dover, OH, this 11th day of May, 2015.

Amy L Kiesecker
Notary Public

This instrument prepared by:
Robert J. Murphy, Esquire
220 Market Avenue South Suite 1000
Canton, Ohio 44702
330-456-8341
File Number: 15092



AMY L. KIESECKER
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 06-29-2018

Situated in the Township of Orange, County of Carroll and State of Ohio:

Being a part of the Northeast Quarter of Section 10 and the Southeast quarter of Section 11, Township 14 of Range 7 and being more particularly described as follows:

Beginning at an iron pin set at the Northwest corner of the Northeast Quarter of Section 10;

Thence South $0^{\circ} 35' 18''$ East along the West line of said quarter section a distance of 20.00 feet to the centerline of Azalea Road (C. R. 22);

Thence North $73^{\circ} 07' 00''$ East along the centerline of Azalea Road a distance of 1050.15 feet to an iron pin set, said point being the true place of beginning;

Thence continuing North $73^{\circ} 07' 00''$ East along the centerline of Azalea Road and the South line of land now or formerly owned by A. Lewis (152/746) a distance of 415.00 feet to an iron pin set;

Thence South $20^{\circ} 16' 05''$ East along the West line of said Lewis lands a distance of 741.47 feet to an iron pin set;

Thence South $1^{\circ} 30' 00''$ West along the West line of lands now or formerly owned by L. Stanley (164/468) a distance of 91.00 feet to an iron pin set;

Thence South $59^{\circ} 23' 00''$ West along the North line of said Stanley lands a distance of 556.00 feet to an iron pin set;

Thence North $10^{\circ} 20' 06''$ West a distance of 964.82 feet to the true place of beginning, containing 10.000 acres of land of which 6.877 acres are located in Section 10 and 3.123 acres are located in Section 11 as surveyed by David J. Bodo, Ohio Registered Surveyor Number 6321, In November, 1980.

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

EXHIBIT A



*A Policy-Issuing Agent of
First American Title Insurance Company*

File No: 15092

TITLE INSURANCE COMMITMENT

BY

First American Title Insurance Company

SCHEDULE A

1. Commitment Date: April 21, 2015, 8:00 am
2. Policy (or Policies) to be issued: Policy Amount
 - a. Owner's Policy \$1,300,000.00
Proposed Insured: Rover Pipeline, LLC, a Delaware limited liability company
 - b. Loan Policy
Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
[REDACTED]
[REDACTED] interest, by Deed recorded as Official Records Volume 110, Page 365, Carroll County Records.
4. The land referred to in the Commitment is described as follows:
SEE EXHIBIT A ATTACHED.

Countersigned: American Title Associates Agency, Inc.

By: 
Yolanda L. Barnes, Validating Agent

Copyright 2006-2009 American Land Title Association. All rights reserved.
The use of this Form is restricted to ALTA licensees and ALTA members
in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



ALTA Plain Language Commitment (6-17-06)
Schedule A

Page 1



*A Policy-Issuing Agent of
First American Title Insurance Company*

TITLE INSURANCE COMMITMENT

BY

First American Title Insurance Company

SCHEDULE B - SECTION I

REQUIREMENTS

The following are the requirements to be complied with:

- a. Approved, executed, delivered and filed for record a deed from [REDACTED] vesting fee simple title in Rover Pipeline, LLC, a Delaware limited liability company.
- b. Payment of the full consideration to, or for the account of, the Grantors or Mortgagor.
- c. Pay in full to American Title Associates Agency, Inc., the premiums, fees and charges for the Policy.
- d. Cancellation of Mortgage as shown in Schedule B hereto recorded in the County, Ohio, Records.
- e. Certified Copy of Corporate Resolution authorizing buying and authorizing Officers to sign.

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

*ALTA Plain Language Commitment (6-17-06)
Schedule B - Section I*

AMERICAN
LAND TITLE
ASSOCIATION





*A Policy-Issuing Agent of
First American Title Insurance Company*

File No: 15092

TITLE INSURANCE COMMITMENT

BY

First American Title Insurance Company

SCHEDULE B - SECTION II

EXCEPTIONS

In addition to the Standard Exceptions and Conditions and Stipulations recited on the face of the Commitment and the Conditions and Stipulations and Exclusions from Coverage in the Company's usual form of policy, the land referred to is, as of the effective date hereof, subject to the following:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof..
3. Discrepancies, conflicts in boundary lines, shortages in area, overlaps, encroachments, or any other facts which an accurate survey or inspection of the premises would disclose.
4. Any lien or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Rights of parties in actual possession of all or any part of the premises..
6. Any Claim by the State of Ohio for reimbursement of Medicaid disbursements.
7. Coal, oil, natural gas, or other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

*ALTA Plain Language Commitment (6-17-06)
Schedule B - Section II*



Page 3

8. TAXES

Parcel No: 25-0002040.000

Description: 7 14 10/11 PT NE & SE EX COAL 10.00A

Valuation: Land \$10,150.00 Building \$27,550.00

Taxes and assessments for the first half of 2014 in the amount of \$583.26 are PAID, includes Special Assessment for Muskingum Watershed Conservancy District in the amount of \$3.00 per half. NOTE: HOMESTEAD REDUCTION IN THE AMOUNT OF \$188.35 PER HALF.

Taxes and assessments for the second half of 2014 are a lien, but not yet due and payable.

Special taxes or assessments approved, levied or enacted by the State, County, Municipality or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to reassessment and recapture by way of CAUV, Homestead or other similar programs, or retroactive increases in the valuation of the land by the State, County, Municipality, Township or other taxing authority.

9. Oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
10. Any issues, assessments, liens, fee requirements, dock access expenses, lake access expenses, or other charges, dues or expenses associated with any property or right access, under any homeowners association, cooperative association or similar organization.
11. MORTGAGE FROM [REDACTED] TO DOVER-PHILA FEDERAL CREDIT UNION, IN THE AMOUNT OF \$56,500.00, DATED MARCH 5, 2012, RECEIVED FOR RECORD MARCH 8, 2012, AT 11:44 A.M., AND RECORDED AS OFFICIAL RECORDS VOLUME 80, PAGE 2948, CARROLL COUNTY RECORDS. NOTE: THIS MORTGAGE LISTS OUR PROPERTY ADDRESS, BUT THE LEGAL DESCRIPTION ATTACHED IS NOT FOR THIS PROPERTY.
12. Coal Deed and Right of Way to the Muskingum Coal Company, received for record June 6, 1947, and recorded as Volume 118, Page 165, Carroll County Records. NOTE: No further examination has been made of the above instrument.
13. Easement to General Telephone Company of Ohio, received for record September 3, 1974, and recorded as Volume 179, Page 223, Carroll County Records.
14. Oil and Gas Lease to C. F. Pelini, received for record October 10, 1961, and recorded as Volume 35, Page 166, Carroll County Records. NOTE: No further examination has been made of the above

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Plain Language Commitment (6-17-06)
Schedule B - Section II



instrument.

15. Anything to the contrary notwithstanding, the final policies, when issued, will not insure the quantity of land contained within the premises described in Schedule A.
16. Although the policy to be issued insures access to and from the land, it will not insure the right of the insured to build a driveway connecting to the public highway.

NOTE: Ohio Secretary of State filing information for Rover Pipeline, LLC.

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Plain Language Commitment (6-17-06)
Schedule B - Section II

AMERICAN
LAND TITLE
ASSOCIATION



Situated in the Township of Orange, County of Carroll and State of Ohio:

Being a part of the Northeast Quarter of Section 10 and the Southeast quarter of Section 11, Township 14 of Range 7 and being more particularly described as follows:

Beginning at an iron pin set at the Northwest corner of the Northeast Quarter of Section 10;

Thence South $0^{\circ} 35' 18''$ East along the West line of said quarter section a distance of 20.00 feet to the centerline of Azalea Road (C. R. 22);

Thence North $73^{\circ} 07' 00''$ East along the centerline of Azalea Road a distance of 1050.15 feet to an iron pin set, said point being the true place of beginning;

Thence continuing North $73^{\circ} 07' 00''$ East along the centerline of Azalea Road and the South line of land now or formerly owned by A. Lewis (152/746) a distance of 415.00 feet to an iron pin set;

Thence South $20^{\circ} 16' 05''$ East along the West line of said Lewis lands a distance of 741.47 feet to an iron pin set;

Thence South $1^{\circ} 30' 00''$ West along the West line of lands now or formerly owned by L. Stanley (164/468) a distance of 91.00 feet to an iron pin set;

Thence South $59^{\circ} 23' 00''$ West along the North line of said Stanley lands a distance of 556.00 feet to an iron pin set;

Thence North $10^{\circ} 20' 06''$ West a distance of 964.82 feet to the true place of beginning, containing 10.000 acres of land of which 6.877 acres are located in Section 10 and 3.123 acres are located in Section 11 as surveyed by David J. Bodo, Ohio Registered Surveyor Number 6321, In November, 1980.

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

EXHIBIT A
