

at tober this 17th day of November A.D. 1879.
Read for Record of the 11th 1879.
Record 2. a. 123 1879

R. L. Hunter (Sd)
Notary Public

H. H. Hardy
Recorder

In 166
1879

Know all men by these presents that Caroline Engel David
Wollinger and Charles Wollinger her and possessor William &
John his wife and Edwin H. Hunt attorney in fact for Adeline by
get the grantee for the consideration of eight thousand eight hundred
and one dollar (\$8001.00) received to our full satisfaction of Matthew Dwyer the
grantor do give grant bargain sell and convey unto the said grantee her heirs and
assigns the following described premises situated in the Township of Lawrence County of
Iowa and state of Ohio and known as being part of the North West quarter of section
twenty four (24) Township, one (1) and range ten (10) and bounded as follows
commencing at the south west corner of said quarter thence N 37° 00' 13 80 chain
thence south 87° 00' 00 chain thence North 37° 00' 13 80 chain thence S 91° 00' 48 80
chain thence N 37° 00' 21 80 chain to the south line of said quarter thence S 81° 00'
28 80 chain to the south west corner of said quarter thence S 87° 00' 00 chain on the line
of the S E quarter of said section thence S 37° 00' 48 80 chain to the south line of said quarter
thence west on the line of said quarter to the south west corner of the North West
quarter 500 chains thence North 87° 00' 00 chain to the place of beginning
containing 13 9 1/2 acres the unincorporated grantors reserve the undivided three
fourths of all mineral coal underlying said tract of land for the benefit of building
and Sarah Schenck and said section agreed also reserve the undivided three
fourths of said coal for the term of forty years for the benefit of Caroline Engel David
Wollinger and John Wollinger in the same manner but not subject to all legal
higher up to have and to hold the above granted and bargain premises with the
appurtenances thereto belonging unto the said grantee her heirs and assigns for
ever and she the said grantor do for evidence and our free consent and
admission and covenant with the said grantee her heirs and assigns that at
and until the expiration of these presents we were well widge of the above described
premises as a good and inseparable estate in fee simple and have good right
to bargain and sell the same in manner and form as above written that
the same are just and clear from all encumbrances and that we
will warrant and defend our premises with the appurtenances thereto belonging
to the said grantee her heirs and assigns forever against all lawful claims and
demands whatsoever and we the said Charles Wollinger John Wollinger and
said David Wollinger and John Wollinger do hereby warrant defend and
guarantee and claim unto the said grantee and her heirs and assigns all our right
and title of lawer in the above described premises in witness whereof we have set
at our house and state the 17th day of April in the year of our Lord one
thousand eight hundred and seventy nine
against and in behoof of
in presence of

Caroline Engel David
David Wollinger

W. G. Moore
John H. May

Annanda Kettner
Jennette Williams
Julia Williams
Katherine H. Hull
attorney in fact for defendant

The State of Ohio vs. Wagoner & Kelley Public and for said county person
Shank county so fully appear the above named Caroline Engel David
Kettner, Jennette Williams & Julia Williams & Maria
H. Hull attorney in fact for said county and acknowledge that he did sign
the foregoing instrument and that the same is in full force and effect and
further certify that said instrument the said Annanda Kettner & Julia
Williams wives of David Kettner & Jennette Williams respectively and also
Jenna their said husbands and also their said Maria Kettner because to them
the contents of the foregoing instrument and after that examination they
declared that they did voluntarily sign and now acknowledge the same
and that they are still subject therewith in testimony whereof I have here
unto set my hand and official seal at Columbus Ohio this 1st day of April
A. D. 1879

And for Record Done at 10:40
Recorded Apr 19th 1879

W. G. Moore
John H. May

H. L. Moody
Recorder

Shank
Ohio
Matthew Dwyer

Whereas all men by laws persons that acknowledge
to wit on the second day of October A. D. 1874 the within named
Caroline Engel Sarah & David John Williams Maria Kettner
Henry Engel and Emma Engel by their said husbands and solely
executed and delivered said conveyance to David Engel Annanda Engel and Caroline Engel
and their heirs and assigns and in full force and effect of the State of Ohio and
all right & title to said land thenceforth and the privilege of conveying the same
whenever and where they wished on pages 248 & 249 of the State of Ohio and records
to which reference is made for a more complete description of said premises and
whereas the said Caroline Engel Annanda Engel and Emma Engel with
David Kettner her husband and William Engel their said and conveyed said
premises to said William Engel with the understanding and agreement that any interest
accrued in the premises and thenceforth shall not extend to a longer period than
July first next from March 1st 1879 now therefore said David Engel Sarah Engel John
Williams Maria Kettner Henry Engel & Emma Engel for the purpose of completing
said purchase and interest but more especially in consideration of the within named
and full and perfect purchase of William Engel in and to said premises and upon that the same
said premises of said William Engel under the premises in the agreement and claims
said described shall not extend beyond July first next from said first day of March 1879
it being understood that if said land be found under said premises in any other year
that said land may be used for conveying the same within July first next from
March 1st 1879 that the purchase herein made the right to continue

...and after said period of forty years shall the same may be ...
 and the said ... John Abundishin ...
 ... his heirs and assigns all interest ...
 after forty years after said 15th day of March A. D. 1878 in testimony whereof we hereunto
 set our hands and seals this 9th day of June A. D. one thousand eight hundred and seventy
 seven

Witness to signature of John Abundishin & Sarah Abundishin

John Abundishin (initials)
 Sarah Abundishin (initials)
 Henry Cuyler (initials)

Witness to signature of John Abundishin & Sarah Abundishin

Kate H. Focke
 Fannie Focke

Witness to signature of
 Henry Cuyler & Cecilia Cuyler

R. B. McLaughlin
 A. W. McEadden

State of Kansas } We do understand that on the 9th day of June 1877 before me
 Rice county ss } the undersigned a justice of the peace in and for the county and
 state aforesaid came John Abundishin & Sarah Abundishin
 who are personally known to me to be the same persons who executed the within
 instrument of writing and each person having duly acknowledged the execution
 of the same in testimony whereof I have hereunto set my hand the day and year
 last above written

By J. Focke
 Justice of the Peace & Sole Justice Peace to
 Kansas

State of Kansas } H. J. Nicholas county clerk of said county do hereby certify that R. J.
 Rice county ss } John Cuyler whose true name and correct residence in writing was
 found or acknowledged was at the time of taking the same a
 justice of the Peace in and for said county, and although he took the same and that same
 aforesaid with his handwriting and verily believe the signature to said writing to be genuine
 and that the instrument is executed and acknowledged according to the laws of this
 state in witness whereof I have hereunto set my hand and official seal at Lyons in
 said county this 9th day of June A. D. 1877

W. J. Nicholas (initials)
 Co. Clerk

The State of Ohio } Before me the undersigned authority personally appeared Henry
 Stark county ss } Cuyler above named who acknowledged that he did sign and seal
 the foregoing instrument and that the same is his free act and deed
 in testimony whereof I have hereunto set my hand and official seal this 10th day of
 September A. D. 1877

Rec'd per bond Dec 15 1877
 Recorded Dec 19 1877

By H. C. Cuyler (initials)
 Henry Cuyler

H. C. Cuyler
 Recorder

OPEN END-MORTGAGE DEED

KNOW ALL MEN BY THESE PRESENTS, that Crystal Lake Holding Ltd., an Ohio Limited Liability Company, (hereinafter referred to as "Mortgagor"), in consideration of One Million Dollars (\$1,000,000.00) in hand, paid or to be paid to Mortgagor as follows:

- Five Hundred Thousand Dollars (\$500,000) by Futuregen, LLC with a mailing address of 2722 Fulton Drive NW, Canton, OH 44718, pursuant to a certain Cognovit Promissory Note dated July 28, 2022;
- Five Hundred Thousand Dollars (\$500,000) by Richard T. Kiko, Jr. and Peter Kiko, with a mailing address of 2722 Fulton Drive NW, Canton, Ohio 44718, pursuant to a certain Cognovit Promissory Note dated January 15, 2023;

(collectively hereinafter referred to as "Mortgagee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Mortgagee, its successors and assigns forever, the following premises which are located in Stark County, Ohio, which real estate is more specifically described in the attached "Exhibit A" which is made a part hereof (the "Premises").

The Premises are located at the following address: 5153 Crystal Lake Ave NW, Canal Fulton, OH 44614, containing approximately 80.6 acres and being Parcel Nos. 2500122, 1607089 and 1601637, together with all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or used in connection with the operation of the Premises in selling and servicing motor vehicles or other services (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not). As further security for the payment of the indebtedness, payment of all other moneys secured hereby and performance of the obligations, covenants and agreements secured hereby, Mortgagor hereby transfers, sets over and assigns to Mortgagee:

1. All rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas or mineral leases of the Premises or any part thereof, now existing or hereafter made, with the right to receive and receipt therefore and apply the same to said indebtedness either before or after any default hereunder, and the Mortgagee may demand, sue for and recover any such payments, but shall not be required to do so.

2. All other rents, issues and profits of the Premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Mortgagor, however, so long as Mortgagor is not in default hereunder, the right to receive or retain such rents, issues and profits.

3. All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings, or in lieu of any taking of the Premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized but not required, on behalf and in the name of the Mortgagor, to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. Mortgagee may apply all such sums and any part thereof so received, after the payment of all of its expenses, including costs and attorneys fees, on the indebtedness secured hereby in such manner as it elects, or, at its option, the entire amount or any part thereof so received may be released.

TO HAVE AND TO HOLD said Premises with the appurtenances unto the said Mortgagee, its successors and assigns forever. And the said Mortgagor, for itself does hereby covenant and agree with the said Mortgagee, its successors and assigns, that it is legally seized of the Premises aforesaid, and that the Premises are free and clear from all encumbrances whatsoever, excepting easements, restrictions, and rights-of-way of record which do not materially interfere with Mortgagor's business purposes, and taxes and assessments of record which are a lien, but not yet due and payable; and that it will forever warrant and defend the same, with appurtenances, unto the said Mortgagee, its successors and assigns.

Upon request of Mortgagor, Mortgagee, at Mortgagee's option, prior to release of this mortgage, may make future advances to Mortgagor. Such future advances, with interest thereon, shall be secured by this mortgage. At no time shall the principal amount of the indebtedness secured by this mortgage, not including sums advanced in accordance herewith to protect the security of this mortgage, exceed the original amount stated herein, One Million Dollars (\$1,000,000.00).

The conditions of this deed are such that, whereas the said Mortgagor has executed and delivered to the Mortgagees two (2) promissory notes, each in the original principal amount of Five Hundred Thousand Dollars (\$500,000.00), for a total of One Million Dollars (\$1,000,000.00), which notes are due and payable on or before July 1, 2023 or upon the Closing of the sale of the Premises, whichever occurs first, and said Mortgagor does hereby covenant and agree with said Mortgagees, their successors and assigns, as follows:

1. That Mortgagor will not commit any act on or about the mortgaged premises which would constitute a default of this mortgage or any agreement entered into by and between Mortgagee and Mortgagor in conjunction with this loan, or permit any such act that would likewise cause a default. In the event that Mortgagor commits, permits, or fails to take any such action which could constitute a default of any of the above-referenced agreements, Mortgagee

may cure such default, the cost of which shall be reimbursed by Mortgagor to Mortgagee upon demand.

2. To pay all sums secured hereby when due; to pay and discharge as the same become due all taxes, assessments and other governmental charges now or hereafter levied or assessed upon the Premises hereinabove described, or any part thereof, and/or against the Mortgagee upon any interest in the obligation secured by this instrument or as against this security; to keep the Premises hereinabove described and all parts thereof free and clear of all liens except as provided hereinabove.

3. To keep the buildings and other structures and improvements now or hereafter placed on the Premises insured during the life of this Mortgage against fire and extended coverage hazards and other hazards as may reasonably be required by said Mortgagee in an amount of not less than their full replacement cost value and in such insurance companies as are satisfactory to Mortgagee, with proper endorsements for the benefit of Mortgagee, as such interest may appear.

4. Not to remove, demolish or alter the design or structural character of any building now or hereafter erected on the Premises unless the Mortgagee shall first consent thereto in writing and not to commit or suffer waste of the mortgaged Premises.

5. To comply with laws, ordinances, regulations, covenants, conditions and restrictions affecting the Premises and not to suffer or permit any violation thereof.

6. To maintain the Premises in good condition and repair and Mortgagee, shall have the right, at any reasonable time, to enter upon the property and inspect it as to its condition and adequacy as security for the obligations owed to Mortgagee. Upon damage or destruction to the Premises by fire or other casualty, Mortgagor shall promptly restore or rebuild the same to former good condition, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage.

7. To purchase and pay for at Mortgagor's sole cost and expense a loan (mortgagee's) policy of title insurance in the full amount of the Note secured by this Mortgage through an underwriter and issuing title insurance agent approved by Mortgagee.

8. That if there shall be any change in the ownership of the Premises covered by this mortgage, made without the written consent of the Mortgagee, the entire principal and interest accrued thereon shall become due and payable immediately at the election of the Mortgagee.

9. That upon failure to pay the taxes and/or assessments or provide the insurance hereinabove provided for, it shall be optional with the Mortgagee, to pay such taxes and/or assessments, to take out and pay for such insurance, and any money so expended for such purposes, with interest from date of payment at a rate which is two percent (2.0%) in excess of

the interest rate set forth in the Note, shall be an obligation secured by this instrument and the amount so paid shall become immediately due and payable to Mortgagee.

10. That upon default in making any payment required pursuant to the terms of the Promissory Notes secured by this mortgage or upon default in the keeping of all and singular, the covenants and agreements herein set forth, at the time and in the manner and form provided, then the whole or the unpaid principal of said Notes and all accrued interest shall immediately become due and payable at the option of the Mortgagee, and an action may be commenced therefore and for foreclosure of this instrument, including therein any unpaid interest and any taxes, assessments and premiums on insurance paid by Mortgagee with its own money and not repaid and interest thereon as hereinabove provided.

The Mortgagor does hereby further covenant and agree with said Mortgagee, its successors and assigns, that:

1. If default be made in payment, when due, of any indebtedness secured hereby or in performance of any of the Mortgagor's obligations, covenants, or agreements hereunder; or any event of default pursuant to the Note secured by this mortgage; or Mortgagor violates any of the terms and conditions of any agreement entered into with Mortgagee in conjunction with this transaction:

a. Mortgagee is authorized at any time without notice, in its sole discretion to enter upon and take possession of the Premises or any part thereof, and to perform any acts Mortgagee deems necessary or proper to conserve the security, and to collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter, and/or

b. Mortgagee shall be entitled to have a receiver appointed to enter and take possession of the Premises, collect the rents and profits therefrom, sell the Premises at private sale or by absolute public auction sale and apply the same as the Court may direct, and/or

c. Mortgagee may elect to foreclose against any or all of the real estate described in "Exhibit A" and may apply the proceeds of any such foreclosure sale to the note secured at its option without regard to any other security it may have for said note.

2. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after maturity of said Note, and without notice or consent:

a. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.

b. Make any arrangement extending the time, otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the line or charge thereof.

c. Exercise or refrain from exercising or waive any right Mortgagee may have.

d. Accept additional security of any kind.

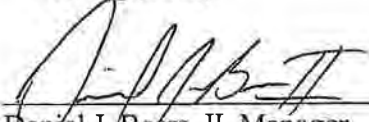
e. Release or otherwise deal with property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

In this instrument the singular shall include the plural, and the masculine shall include the feminine and the neuter. All rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor and Mortgagee.

Now, if the said Mortgagor, its successors and assigns, shall well and truly pay to Mortgagee said Cognovit Note and interest thereon, and any further advances made hereunder, in the manner and form herein provided, and shall perform all and singular the other covenants and agreements hereinabove set forth at the time and in the manner and form provided, then this deed shall be void; otherwise, the same shall remain in full force and virtue in law.

WHEREOF, the said Mortgagor has hereunto set its hand this 13th day of January, 2023.

CRYSTAL LAKE HOLDING, LTD.
By DBRT Management, Ltd., Its Sole Member

By: 
Daniel J. Beers, II, Manager

STATE OF OHIO, STARK COUNTY) ss:

Before me, a Notary Public in and for said County and State, personally appeared the above-named Crystal Lake Holding, Ltd., by DBRT Management, Ltd., its Sole Member, by Daniel J. Beers, II, it's Manager, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of Crystal Lake Holding, Ltd., and DBRT Management, Ltd.

WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 13th day of January, 2023.


Notary Public

This instrument prepared by:
Arnold, Gruber & Haren, Ltd.
4580 Stephen Circle, Suite 100
Canton, OH 44718
(330) 497-2886



DRUZILLA JABEL
Notary Public
State of Ohio
My Comm. Expires
April 2, 2025

EXHIBIT "A"

**Parcel No. 1
2500122**

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

Known as and being a part of the Southeast Quarter of Section No. 24 of said Township of Lawrence, and beginning the description for the same at the northeast corner of said Quarter,

- (1) thence southward along the section line 1830.0 feet;
- (2) thence westward 1460.0 feet;
- (3) thence northward 1839.0 feet to a point on the quarter line and thence eastward along the quarter line 1460.0 feet to the place of beginning and containing 61.5 acres.

Excepting from Parcel No. 1:

Excepting therefrom a 5.000 acre tract of land described as follows:

Situated in the Township of Lawrence, County of Stark and State of Ohio, and being part of the Southeast Quarter, Section 24, Township 1, Range 10, more fully bounded and described as follows, to wit:

Beginning at the northeast corner of the Southeast Quarter of said Section 24;

thence south 02 degrees 28 minutes 45 seconds west along the east line of said section, said line also being the township and range line a distance of 860.42 feet to a point in the center of an access lane as recorded in Volume 3405, Page 203 of the Stark County Records of Deeds. and the true place of beginning for the tract of land herein described;

- (1) thence continuing south 02 degrees 28 minutes 48 seconds west along the east line of said quarter section and along the township and range line a distance of 885.00 feet to a point;
- (2) thence north 87 degrees 31 minutes and 14 seconds west a distance of 250.00 feet to a point;
- (3) thence north 02 degrees 28 minutes 46 seconds east a distance of 857.71 feet to a point in the center of said lane:

- (4) thence north 85 degrees 15 minutes 03 seconds east along the center of said lane a distance of 251.41 feet to a point and the true place of beginning, containing 5.000 acres of land.

Leaving 56.5 acres in Parcel No. 1, more or less.

Together with and including such rights to the use of a lane as maybe provided by a certain warranty deed from M.C. Oser and Mary E. Oser, husband and wife to Andrew C. Rohr and Beulah Rohr, husband and wife, recorded in Volume 1481, page 484 of the Stark County, Ohio, Records, which said lane rights and warranty deed are the subject of a Memorandum of Agreement dated September 12, 1977, by and between Lauren Rohr and Judith M. Rohr, husband and wife, and Harry L. Mallalieu and Marion E. Mallalieu, husband and wife, and Lee Sherman Mallalieu and Helen L. Mallalieu, husband and wife, recorded in Volume 4038, page 82 of the Stark County, Ohio Records.

Said lane is stated to run in an Easterly and Westerly direction across the middle portion of the property conveyed by the warranty deed referred to above recorded in Volume 2858, page 7 of the Stark County, Ohio Records.

Subject to the following:

Gas Storage Agreement to The East Ohio Gas Company recorded in Official Rec. 204, page 697, Stark County, Ohio Records; Memorandum of Agreement recorded in Volume 4038, page 62, Stark County, Ohio Records.

Parcel 16-07089

Situated in the Township of Jackson, County of Stark, State of Ohio and known as and being part of the Southwest Quarter of Section 19, Township 11, Range 9, Stark County, Ohio bounded as follows:

Beginning at a stone on the south line of said section in the center of the public highway running from Millport to the Massillon-Canal Fulton Road;

- (1) thence westerly along the south line of said section, 1654 feet to the southwest corner of said section;
- (2) thence northerly along the west line of said section 173 feet;
- (3) thence easterly parallel with the south line of said section, 1644.6 feet to the center of said public road; thence southerly along the center of said road 174.2 feet to the place of beginning, containing six and one-half acres (6 ½) acres of land, more or less.

Excepting from Parcel No. 5:

A tract of land located in Jackson Township, Stark County, Ohio and known as and being a part of the Southwest Quarter of Section 19, Township 11, Range 9, and further described as follows:

Beginning for same at an iron pin at the intersection of the center line of Crystal Lake Avenue (T-354) and the South section line;

- (1) thence North 1 degree 46 minutes West with the center of said street, a distance of 174.20 feet to an iron pin;
- (2) thence North 86 degrees 00 minutes West and parallel to the south section line, a distance of 625.00 feet to an iron pin;
- (3) thence South 1 degree 46 minutes East, a distance of 174.20 feet to an iron pin on the south section line;
- (4) thence South 86 degrees 00 minutes East with the south section line, a distance of 625.00 feet to the place of beginning and containing 2.49 acres, more or less, but subject to all legal highways.

Leaving 4.01 Acres In Parcel No. 5.

Parcel 16-01637

Situated in the Township of Jackson, County of Stark, State of Ohio and known as and being part of the Northwest Quarter of Section 30, Township 11 (Jackson), Range 9, beginning at the stone at the Northwest corner of said Section 30, thence South $86\frac{1}{4}$ degrees East on the North line of said Section 1656.26 feet to the center line of a certain public road;

- (1) thence in the center of said road South 30 minutes West 521.4 feet;
- (2) thence North $86\frac{1}{2}$ degrees West on a line parallel with the North line of the Section 1683 feet to the West line of said Section;
- (3) thence North $3\frac{1}{2}$ degrees East on the West line of said Section 521.4 feet to the place of beginning, containing 20 acres.

The above is a corrected surveyed description made by Ray I. Bechtel of the Stark County Engineer's Office on July 29, 1930, as shown in Field Book 333, Page 19, to all of which reference is hereby made.

#13

the true and lawful owner of said premises, and is lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that she will warrant and defend the same against all claims of all persons whomsoever. And for the consideration aforesaid _____ hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises. IN WITNESS WHEREOF Elnora Adams have hereunto set her hand the 28th day of September in the year of our Lord one thousand nine hundred and twenty-nine.

Signed and sealed in the presence of:

Mrs. Elizabeth Grofut

Mrs. Elnora Adams

W. C. Lane

State of Ohio, Stark County, as: Before me, a Notary Public in and for said County and State, personally appeared the above named Elnora Adams, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed. IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Massillon, Ohio, this 28th day of September, A. D. 1929.

W. C. Lane (SEAL) Notary Public
W. C. Lane

Received for Record May 13, 1930.

At 10:00 A. M.

Recorded June 9, 1930.

Jeannette Smith, Recorder.

#309861 - \$2.00

Samuel and Odessa Knutti
to

The State of Ohio.

Easement for Highway Purposes. KNOW ALL MEN BY THESE PRESENTS: That Samuel & O. Knutti, the Grantor, for and in consideration of the sum of One no/100 Dollars (\$1.00) and for other good and valuable considerations to _____ paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Lawrence Township, Stark County, Ohio, Section N.E. 1/4 24, Town - , Range 10, and bounded and described as follows: PARCEL NO. 18. Beginning at two points in the property line between said party of the first part and W. T. & L. Rohr, which said property line passes through station 112 plus 89 in the center line of survey made by the Department of Highways, said two points being at the intersection of the boundary lines of the right of way herein bargained, sold and conveyed, and the property line first above stipulated in this description, being a strip of land running thence in a northwesterly direction 30 feet from, and parallel with the center line of said survey, and on both sides thereof, equally distant therefrom, in and through the property of the party of the first part to two similarly located points in the property line between said party of the first part and Orley & Lottie Dailey, which said property line passes through station 124 plus 64.25, in the center line of said survey, the said two points being intersections of the boundary lines of the right of way herein conveyed, with the last named property line in this description, as shown by plans on file in the office of the Department of Highways, Columbus, Ohio. It is understood that the strip of land above described is not to be in excess of 60 feet in width, except as hereinafter stipulated on sheet _____, and contains 1.62 acres, more or less, of which the present road occupies 0.8 acres, more or less.

EASEMENT FOR HIGHWAY PURPOSES.

KNOW ALL MEN BY THESE PRESENTS: That Samuel & O. Knutti, the Grantor, for and in consideration of the sum of Seventy-five no/100 Dollars (\$75.00) and for other good and valuable considerations

to _____ paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Stark County, Ohio, Lawrence Township, Section N.E. $\frac{1}{4}$ 24, Town _____, Range 10, and bounded and described as follows: PARCEL NO. 18 X. Beginning at a point in the west right of way line, at right angles to and thirty (30) feet from station 114 plus 32.5 in the center line survey made by The Department of Highways; thence, south 17 degrees 55 minutes east parallel to and thirty (30) feet from the center line tangent of the center line of said survey a distance of seventy-eight and thirty-three hundredths (78.33) feet to a point; thence, with a curve to the right, same having a radius of one hundred (100) feet, a distance of two hundred forty-two and eight tenths (242.8) feet to a point; thence, at right angles to a line tangent to said curve at the last named point a distance of sixty (60) feet to a point. The above mentioned tangent line being parallel to, north 31 degrees 12 minutes east of and distant thirty (30) feet from the center line of survey between stations 89 plus 13.9 and station 106 plus 14.8 extended north 58 degrees 48 minutes west; thence, south 58 degrees 48 minutes east a distance of two hundred forty-five and ninety-one hundredths (245.91) feet to a point in the property line between W. T. & L. Rohr & Samuel & O. Knutti, said property line being also the line between Jackson and Lawrence Townships; thence, north 5 degrees 44 minutes east along said property line a distance of one hundred eighty-nine and four tenths (189.4) feet to a point; thence, with a curve to the right, same having a radius of eleven hundred seventy-five and ninety-two hundredths (1175.92) feet and being parallel to and thirty (30) feet from said center line of survey, a distance of one hundred ninety-six and thirty-four hundredths (196.34) feet to the place of beginning. Containing 0.63 acres more or less of which the present road occupies 0.07 acres more or less. as shown by plans on file in the office of the Department of Highways, Columbus, Ohio. It is understood that the strip of land above described is not to be in excess of _____ feet in width, except as hereinafter stipulated on sheet _____, and contains _____ acres, more or less. TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns forever. And the said Grantors for themselves and their heirs, executors and administrators, hereby covenants with the said Grantee, its successors and assigns, that they are the true and lawful owners of said premises, and are lawfully seized of the same in fee simple, and have good right and full power to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that they will warrant and defend the same against all claims of all persons whomever. And for the consideration aforesaid _____ hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises. IN WITNESS WHEREOF Samuel Knutti and Odessa Knutti have hereunto set their hands the 1st day of October in the year of our Lord one thousand nine hundred and twenty-nine. Signed and sealed in the presence of:

Norman K. Horst

Samuel Knutti

W. C. Lane

Odessa Knutti

State of Ohio, Stark County, ss: Before me, a Notary Public in and for said County and State, personally appeared the above named Samuel Knutti and Odessa Knutti, 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 Canal Fulton, Ohio, this 1st day of October, A. D. 1929.

W. C. Lane (SEAL) Notary Public
W. C. Lane

Received for Record May 13, 1930.

At 10:00 A. M.

Recorded June 11, 1930.

Jeannette Smith, Recorder.

State of Ohio Stark County SS On this 30th day of September 1931, personally appeared before me a Notary Public, Cora E. Martin who acknowledged that she signed the foregoing instrument and that it is her free act and deed.

R. A. Firestone (Seal)
R. A. FIRESTONE, Notary Public, Stark
County, Ohio My Com-
mission Expires Oct. 19,
1932

Received for Record Oct. 21, 1931.

At 3/13 P. M.

Recorded Nov. 27, 1931.

James T. Anderson--Recorder

#327102 - \$.50

Wm. H. Pitz, et al

to

The Ohio Bell Telephone Co.

(Canal Fulton Rural #3 Poles # 21 - 25/ Written in
Pencil) RECEIVED OF THE OHIO BELL TELEPHONE
COMPANY the sum of Five Dollars in consideration
of which we hereby grant unto said Company, its
successors and assigns, the right, privilege and

authority to construct, operate and maintain its lines of Telephone and Telegraph, including the necessary poles and fixtures, upon and over the property which we own, or in which we have any interest, in the Twp. of Lawrence, County of Stark, and State of Ohio and along the roads, streets or highways adjoining the said property, with the right to trim any trees along said lines necessary to keep the wires cleared at least eighteen inches, to set necessary guy and brace poles and to attach to trees the necessary guy wires, and in full satisfaction and payment therefor. Said poles to be placed and maintained approximately one foot from the edge of the road Right of Way as now as hereafter established This Easement to run with the land

Witness: N. M. Welker

Signature Wm. H. Pitz (SEAL)
Alice L. Pitz

J. W. Greenhoe

Post Office Address Canal Fulton 9/21/1931
R.D. #1

State of Ohio County of Stark SS Before me a Notary Public in and for said County, personally appeared the above named Wm. H. Pitz and Alice L. Pitz who acknowledged that they did sign the foregoing instrument and that the same is their free will act and deed. In Witness thereof I have hereunto subscribed my name and affixed my official seal this 21st day of October, 1931.

J. W. Greenhoe (Seal)
J. W. Greenhoe Notary Public

Received for Record Oct. 21, 1931.

At 3/13 P. M.

Recorded Nov. 27, 1931.

James T. Anderson--Recorder

#327103 - \$.50

Floyd R. Ries, et al

to

The Ohio Bell Telephone Co.

T. R. 219 Canal Fulton Loop Poles #181 - 182
RECEIVED OF THE OHIO BELL TELEPHONE COMPANY the sum
of One Dollar in consideration of which we hereby grant
unto said Company, its successors and assigns, the
right, privilege and authority to construct, operate

and maintain its lines of Telephone and Telegraph, including the necessary poles and fixtures, upon and over the property which we own, or in which we have any interest, in the Twp. of Jackson, County of Stark, and State of Ohio and along the roads, streets or highways adjoining the said property, with the right to trim any trees along said lines necessary to keep the wires cleared at least eighteen inches, to set necessary guy and brace poles and to attach to trees the necessary guy wires, and in full satisfaction and payment therefor. Said poles to be placed and maintained approximately one foot from the edge of the Road Right of Way as now or hereafter

Received for Record March 29, 1933.

At 10/27 A. M.

Recorded April 7, 1933.

James T. Anderson--Recorder

2339785 - \$.50

Samuel Knutti, et al

to

The Ohio Bell Telephone Company

THE OHIO BELL TELEPHONE COMPANY In consideration of One and no/100 Dollars (\$1⁰⁰/₁₀₀) in hand paid, the receipt whereof is hereby acknowledged, we do hereby grant unto THE OHIO BELL TELEPHONE COMPANY, its successors and assigns, the right, privilege and authority to construct, reconstruct, operate, maintain and remove its lines of telephone and telegraph, together with all necessary conduits, manholes, poles, wires, cables, guys, anchors, fixtures and appurtenances, upon, across, over and/or under the property and/or the highway crossing the property which we own, or in which we have an interest, situated in Section ^{Tract} in the township of Lawrence, County of Stark, State of Ohio, and known as parts of the North East quarter of Section #24 containing 142 acres more or less. Said lines shall be constructed according to the following course: along the East and South sides of the highways thru said property and in line determined by the Department of Highways. Said grant includes the right, at any time, and for any of the purposes herein specified, of ingress to and egress from the site occupied by the lines of said Company as herein described, and the right to trim from time to time any trees along said lines so as to keep the wires and cables clear thereof for a space of at least Four (4) feet with the further right to permit the attachment of and/or to carry in conduit, the wires and/or cables of any other Company. If the Company should, at any time and from time to time, be obliged or desire to place its lines underground, or if said Company be required by the State Highway Department or other authorized governmental authority to relocate all or any part of its said lines, then, the Company may, and it is hereby granted the right so to do. The Company will promptly compensate the said Grantor for any and all loss or damage to said property, including damage to crops and fences, that arise out of the construction, reconstruction, operation or maintenance of its lines on said property. The above _____ing to be done under supervision of the enggr. WITNESS our hands, this 16th day of January, 1933.

Signed and acknowledged in the presence of

W. M. Walker

Samuel Knutti

O. P. Foust

Odesa Knutti

State of Ohio, County of Stark SS Before me, a Notary Public in and for said county, personally appeared the above named Samuel Knutti /who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 23 day of March, 1933.

Oliver P. Foust (Seal) N.P.
 O. P. Foust, Notary Public in and for Stark County, Ohio My term expires Dec. 29/33

Received for Record March 31, 1933.

At 8/25 A. M.

Recorded April 7, 1933.

James T. Anderson--Recorder

L.L. J. A.

Received for Record March 29, 1933.

At 10/27 A. M.

Recorded April 7, 1933.

James T. Anderson--Recorder

#339766 - \$.50

Samuel Knutti, et al

to

The Ohio Bell Telephone Company

THE OHIO BELL TELEPHONE COMPANY In consideration of One and no/100 Dollars (\$1⁰⁰/₁₀₀) in hand paid, the receipt whereof is hereby acknowledged, we do hereby grant unto THE OHIO BELL TELEPHONE COMPANY, its successors and assigns, the right, privilege and authority to construct, reconstruct, operate, maintain and remove its lines of telephone and telegraph, together with all necessary conduits, manholes, poles, wires, cables, guys, anchors, fixtures and appurtenances, upon, across, over and/or under the property and/or the highway crossing the property which we own, or in which we have an interest, situated in Section ^{Trust} in the Township of Lawrence, County of Stark, State of Ohio, and known as parts of the North East quarter of Section #24 containing 142 acres more or less. Said lines shall be constructed according to the following course: along the East and South sides of the highways thru said property and in line determined by the Department of Highways. Said grant includes the right, at any time, and for any of the purposes herein specified, of ingress to and egress from the site occupied by the lines of said Company as herein described, and the right to trim from time to time any trees along said lines so as to keep the wires and cables clear thereof for a space of at least Four (4) feet with the further right to permit the attachment of and/or to carry in conduit, the wires and/or cables of any other Company. If the Company should, at any time and from time to time, be obliged or desire to place its lines underground, or if said Company be required by the State Highway Department or other authorized governmental authority to relocate all or any part of its said lines, then, the Company may, and it is hereby granted the right so to do. The Company will promptly compensate the said Grantor for any and all loss or damage to said property, including damage to crops and fences, that arise out of the construction, reconstruction, operation or maintenance of its lines on said property. The above _____ing to be done under supervision of the enggr. WITNESS our hands, this 16th day of January, 1933.

Signed and acknowledged
in the presence of

W. M. Walker

O. P. Foust

Samuel Knutti

Odesa Knutti

State of Ohio, County of Stark SS Before me, a Notary Public in and for said county, personally appeared the above named Samuel Knutti /who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 23 day of March, 1933.

Oliver P. Foust (Seal) N.P.
O. P. Foust, Notary Public in and for Stark
County, Ohio My term expires
Dec. 29/33

Received for Record March 31, 1933.

At 11/25 A. M.

Recorded April 7, 1933.

James T. Anderson--Recorder

#16

#441969-\$1.00

Wm. Fitz and Alice L. Fitz

To

THE OHIO PUBLIC SERVICE COMPANY

EASEMENT

We/I the undersigned Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations received to our/my satisfaction of THE OHIO PUBLIC SERVICE COMPANY, an Ohio Corporation, the Grantee, do hereby give and grant unto the Grantee, its successors and assigns, an easement and

right-of-way as described below for distribution lines for electric current upon and over lands of Grantors situated in the Township of Lawrence, County of Stark, and State of Ohio, and being Part of Section 24 therein, which said lands are described as follows:

Bounded on the North by lands now or formerly owned by E. S. Travel, Jr.

Bounded on the East by lands now or formerly owned by Sam and O. Knutti

Bounded on the South by lands now or formerly owned by Wm. Yingling

Bounded on the West by lands now or formerly owned by Emma D. Porter

The easement herein granted is more definitely described as follows:

The poles shall be located within the limits of County Road #356, as now established and/or as may hereafter be established or changed.

The easement and right-of-way herein granted includes the right to enter upon said lands and erect, operate, and permanently maintain thereon the usual fixtures and equipment required, for the distribution of electric current, and the right to trim and keep trimmed any and all trees which may interfere with or endanger the safe and efficient operation of the lines.

TO HAVE AND TO HOLD the said easement and right-of-way to said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, We/I, have hereunto set our/my hand this 11th day of December, 1940.

Signed in the presence of:

W. H. Putman

Wm. Fitz

A. R. Mears

Alice L. Fitz

STATE OF OHIO,

COUNTY OF STARK ss.

Before me, a Notary Public in and for said County and State, personally appeared the above named Alice & Wm. Fitz who, being by me duly sworn, acknowledge the signing of the foregoing easement to be their free act and deed for the giving and granting of the rights therein named, including dower, and that they is still satisfied therewith.

Witness my hand and official seal this 11th day of December, 1940.

Received for record Dec 26, 1940

At 1:50 P.M.

Recorded Feb 4, 1941.

A. R. Mears, Notary Public (SEAL)

A. R. MEARS, Notary Public

My commission expires April 4, 1943.

AH/EK

Frank J. Shialer, Recorder.

#17

70 We, the undersigned Grantor & her and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations received to our satisfaction of THE OHIO PUBLIC SERVICE COMPANY, an Ohio Corporation, the Grantee, do hereby give and grant unto the Grantee, its successors and assigns, an easement and right of way as described below for distribution lines for electric current upon and over lands of Grantor situated in the Township of ... and State of Ohio and hereinafter Part of Section ... thereof, which said lands are described as follows:

Bounded on the North by lands now or formerly owned by ... & Lottie Kelly
Bounded on the East by lands now or formerly owned by ... & L. Kelly
Bounded on the South by lands now or formerly owned by ... & John ...
Bounded on the West by lands now or formerly owned by ... & ...

The easement herein granted is more definitely described as follows:
The poles shall be located within the limits of County Roads 71, 355, 356 as now established and/or as may hereafter be established or changed.
The easement and right of way herein granted includes the right to enter upon said lands and erect poles, and permanently maintain thereon the usual fixtures and equipment required for the distribution of electric current and the right to run and keep in repair any and all lines which may interfere with or endanger the safe and efficient operation of the lines.

TO HAVE AND TO HOLD the said easement and right of way to said Grantee, its successors and assigns forever.
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of this ... day of June, 1945

Signed in the presence of ...
Mary ...
Margaret ...

RECEIVED FOR RECORD
JUL 5 1945
JUL 12 1945
1720 207
70

STATE OF OHIO
COUNTY OF ...
I, ... Notary Public for said County and State personally appeared the above named ...
who being by me duly sworn acknowledged the signing of the foregoing easement to be his, her act and deed for the giving and granting of the rights therein named, including covenants, and that he/she will execute thereunto
Witness my hand and official seal, this ... day of June, 1945

STATE OF OHIO, ...
AFFIDAVIT OF MARY BELTY SOEPHLEN
MARY BELTY SOEPHLEN being first duly sworn, says that she is one and the same person named as Mary Kelly in a certain action in the Probate Court as a party defendant, that summons was served on her as Mary Kelly Soephlen and she filed an answer as Mary Kelly Soephlen
SWORN to before me and subscribed to by personally, this ... day of October, 1945
Notary Public
Com. Exp. 10-19-47

RECEIVED FOR RECORD
JUL 5 1945
JUL 12 1945
1720 207
70

#18

Administrator's Deed

Rev. Code, Secs 2127-15, 35, 5301-01

Know All Men by These Presents:

That, Whereas, on the 16th day of November, 1960, George Phillip Ries, duly appointed and qualified as Administrator WVA of the estate of William Harvey Ries deceased, late of Stark County, Ohio, by the Probate Court of said County, and afterwards, to-wit, on the 25th day of January 1961 said George Phillip Ries, Administrator WVA filed his certain petition and then and thereby commenced an action in the Probate Court of Stark County, Ohio, against George Phillip Ries, Laura Fricker and Richard P. Thorn,

and numbered on the Docket of said Court as Case No. 65513, praying among other things for an order of sale of certain real estate therein mentioned and hereinafter described.

And Whereas such proceedings were had in said action, that on the 26th day of January 1961, said Court finding the allegations of the petition true, and that said real estate ought to be sold as prayed for in said petition, ordered that the same be appraised and on the 2nd day of February 1961 said Court further ordered that said George Phillip Ries, Administrator WVA proceed according to law to sell the said real estate at private sale for not less than the appraised value thereof.

And on the same day, in pursuance of said order and judgment, an order of sale with said real estate therein described, was issued with said Court under the seal thereof, to the said George Phillip Ries

as Administrator WVA

as aforesaid, directed, commanding him to execute the said order, and of the same together with his proceedings thereon, to make due return.

And Whereas, said George Phillip Ries, Administrator WVA having caused said real estate to be appraised, and the report of such appraisement to be filed in said Court, and having on the 7th day of February 1961, returned said order of sale to said Court as commanded, with his proceedings thereon, stating in substance that in obedience to such order he sold said real

state on the 6th day of February 1961 to Cloradis L. Haggerty and Edis M. Haggerty for the sum of Five Thousand and no/100 (\$5000.00) Dollars, said sum being the appraised value of the same; said sale being made after diligent endeavor to obtain the best price for said property, and for the highest price we could get therefor

And Whereas on the 8th day of February 1961 the said Court having examined the proceedings of the said George Phillip Ries aforesaid, under said order of sale, and it appearing to the Court that said sale was in all respects legally made, ordered that the same be approved and confirmed and that said George Phillip Ries, Administrator WVA should execute and deliver a proper deed to the purchaser of said real estate so sold all of which will more fully appear by the records of said Court, to which reference is here made

Now, therefore, I the said George Phillip Ries Administrator WVA of the estate of William Harvey Ries deceased aforesaid, by virtue of said judgment, order of sale, sale and confirmation and of the statute in such cases made and provided, and of the powers vested in me and for and in consideration of the premises; and the sum of Five Thousand and no/100 Dollars (\$5000.00) paid or secured to be paid to me by said Cloradis L. Haggerty and Edis M. Haggerty the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY to the said Cloradis L. Haggerty and Edis M. Haggerty R. F. D. #1, Canal Fulton, Ohio their heirs and assigns forever, the following Real Estate, situated in the County of Stark, Ohio and in the Township of Lawrence, and bounded and described as follows:

And known as and being part of the Northwest Quarter of Section 24, in said Township and County aforesaid, beginning at the Southwest corner of said Quarter; thence North 3 degrees 30 minutes East along the West line of said Quarter 923.34 feet; thence South 87 degrees East 986.7 feet; thence North 3 degrees 30 minutes East 358.87 feet; thence South 87 degrees East 309.37 feet; thence North 3 degrees 30 minutes East 659.1 feet to an iron pin on the center line of a certain public road; thence due East along the center line of said road 599.5 feet to an iron pin; thence South 3 degrees 30 minutes West 1955.0 feet, more or less to a point on the South line of said Quarter; thence Westward along the South line of said Quarter 1914.0 feet, more or less, to the place of beginning and containing 56.0 acres.

For prior conveyance reference is herein made to Deed Volume 1374 at Page 529 in the Stark County Recorder's Office.

This conveyance is made subject to an oil and gas lease to the East Ohio Gas Company, dated November 16, 1955, and recorded in Lease Volume 111, at Page 446 in the Stark County Recorder's Office. All royalties belonging to decedent hereunder accruing after the date of the execution of this deed are herein conveyed to the grantees.



"Deed checked for tract description only"
FEB 1 1921
JOHN SMISLER
EMERGENCY ENGINEER

TO HAVE AND TO HOLD said Real Estate, with all the privileges and appurtenances thereto belonging, to the said Cloradis L. Haggerty and Edis M. Haggerty, their heirs and assigns forever, as fully and completely as if the said George Phillip Ries, Administrator WWA as such Administrator WWA, by virtue of said judgment, order of sale and confirmation, and of the statute in such cases made and provided, might or should sell and convey the same.

In Witness Whereof, The said George Phillip Ries, as such Administrator WWA, has hereunto set his hand, this 10th day of February 1921. Signed and Acknowledged in Presence of George Phillip Ries, Administrator With the Will Annexed of the estate of William Harvey Ries, deceased.

James E. Brown
Cloradis L. Haggerty

THE STATE OF OHIO, STARK COUNTY, ss.

BE IT REMEMBERED That on the 10th day of February 1961
before me the subscriber a Notary Public in and for said
County personally came the above named George Phillip Ries,
as Administrator WMA of the estate of William Harvey Ries deceased,
the Grantor in the foregoing Deed, and acknowledged the signing of the same to
be his voluntary act and deed as such
for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my
name and affixed my official seal on the day and year last
aforesaid

Glora C. Seese

GLORA C. SEESE, Notary Public
My Commission Expires August 16, 1963

28966

Administrator or Executor's

Deed

From
George Phillip Ries,
Administrator WMA of the Estate
of William Harvey Ries, deceased.

To
Cloranda L. Hagerty and Edia M.
Hagerty, R. F. D. #1,
Conal Fulton, Ohio.

Received FEB 16 1961, 19

of 234 o'clock P.M.

Recorded FEB 17 1961, 19

In STARK County

Record of Deeds, Vol. 2762

Page 539

Glora C. Seese

Recorder's Fee \$

ENTERED FOR TRANSFER

FEB 16 1961, 19

Auditor

NOTARY PUBLIC

19

R/A #26 1962

MS 17, 72 - 36c. 21

Est 62-237

VOL 2822 PAGE 585

Form 415 (Rev. 3-60) Assentment

MISSOURI

Parcel No.

KNOW ALL MEN BY THESE PRESENTS:

That Paul H. Holsing and Berdein S. Holsing, husband and wife, claiming title by virtue of instrument recorded in Volume 2822, Page 17, of the Stark County Record of Deeds,

the Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations received to their full satisfaction of OHIO EDISON COMPANY, an Ohio corporation, the Grantee, do hereby grant unto Grantee, its successors and assigns, an easement and right-of-way, with the rights and privileges hereinafter set forth, for lines for the transmission and distribution of electric current, including telephone and telegraph, upon, over, under, and across the following described premises:

Situated in the Township of Lawrence, County of Stark and State of Ohio, being part of N. W. Quarter of Section 2L.

The right-of-way above referred to is described as follows:

Poles shall be located within the limits of County Road 356 as now established and/or as may hereafter be established or changed.

Also, poles shall be located along a line commencing at a point on County Road #356 approximately 592 feet west from the northeast corner of grantor's lands; thence in a southerly direction across grantor's lands for a distance of approximately 1557 feet to existing buildings.

The easement and rights herein granted shall include the right to erect, inspect, operate, replace, repair, patrol and permanently maintain upon, over, under and along the above described right-of-way across said premises all necessary structures, wires, cables and other usual fixtures and appurtenances used for or in connection with the transmission and distribution of electric current, including telephone and telegraph and the right of ingress and egress upon, over and across said premises for access to and from said right-of-way, and the right to trim, cut, remove or otherwise control at any and all times such trees, limbs, underbrush or other obstructions within or adjacent to said right-of-way as may interfere with or endanger said structures, wires or appurtenances, or their operation.

The Grantors reserve the right to use the ground between said structures and beneath said wires, provided that such use does not interfere with or obstruct the rights herein granted, and the Grantors agree that no building, obstruction or impediment of any kind shall be placed within said right-of-way or between said structures or beneath said wires without prior written approval of the Grantee.

The Grantee will repair or replace all fences, gates, lanes, driveways, drains and ditches damaged or destroyed by it on said premises or pay Grantors for all damage to fences, gates, lanes, driveways, drains, ditches, crops and stock on said premises caused by the construction or maintenance of said lines.

TO HAVE AND TO HOLD the said easement, rights and right-of-way and its appurtenances to said Grantee and in its successors and assigns forever; and the Grantors represent that they are the lawful owners of said premises and have full power to convey the rights and easement herein granted, that the same are free and clear of all encumbrances and that they will warrant and defend the same against all lawful claims and demands whatsoever, except current taxes and assessments not yet due and payable, easements, restrictions and reservations of record, and zoning ordinances, if any.

and for valuable consideration the Grantors do each hereby remise, release and forever quitclaim unto Grantee, its successors and assigns, all their right and expectancy of dower in the above described right-of-way.

IN WITNESS WHEREOF, we have hereunto set our hands as of the 28th day of May, 1962.

SIGNED IN THE PRESENCE OF:

James E. Dingle *Paul H. Holting*
Ray E. Baker *Berdrin S. Holting*

STATE OF OHIO, COUNTY OF STARBUCK } ss: Before me, a NOTARY PUBLIC, in and for said County and State, personally appeared PAUL H. HOLTING and BERDRIN S. HOLTING, husband and wife,

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Massillon, Ohio, this 28th day of May, 1962.

This instrument was prepared by JAMES E. DINGLE, Attorney at Law.

James E. Dingle
Notary Public
JAMES E. DINGLE, Notary Public
My Commission Expires June 15, 1963

53550

Easement No. 26-1962 Parcel No. _____
EASEMENT
from
PAUL H. & BERDRIN S. HOLTING

to
OHIO EDISON COMPANY

MAY 31 1962

RECEIVED FOR RECORD
JUN 1 1962
In Stark County Records
Vol. 2822 Page 585
RECORDED & INDEXED
Buckeye, Ohio



NOT 302

#20

WARRANTY DEED—No. 052

163360

VOL 3184 PAGE 529
FALLS LAW PRINT COMPANY
CUYAHOGA FALLS, O.

Know all Men by these Presents

That, we, David Knutti and Ivan Knutti, (both married),

the Grantors

who claim title by or through instrument recorded in Volume 2485 Page 170. County Recorder's Office, for the consideration of one dollar and other good and valuable consideration, Dollars (\$1.00)

received to our full satisfaction of Paul Holsing and Berdein S. Holsing, husband and wife,

the Grantees

whose TAX MAILING ADDRESS will be 5692 Butterbridge Road
Canal Fulton 1, Ohio do

Give, Grant, Warrant, Sell and Convey unto the said Grantees, their heirs and assigns the following described premises, situated in the Township of Lawrence County of Stark and State of Ohio:

Said parcel being a part of the N.E. Quarter of Section 24, Township 1, Range 10 and more fully described as follows:

Beginning at a stone marking the N.E. Corner of said Section 24, said point being the true place of beginning, thence S. 3° 15' 15" W. with the East line of said section for a distance of 2651.07 feet to the S. E. Corner of the N.E. Quarter of said section, thence with the South line of said quarter section N. 86° 40' 45" W. for a distance of 2360.25 feet to an iron pin, thence N. 3° 34' 15" E. for a distance of 2663.67 feet to an iron pin on the North line of said section, thence with the North line of said section S. 86° 22' 15" E. for a distance of 2345.57 feet to the true place of beginning and containing 143.537 acres.

RESERVING a strip of land 50.00 feet wide along the North line of the above described parcel, extending from the East line of said section westward to the center-line of State Route #236, for roadway purposes.



Leone survey
"and checked for correct description only"
AUG 1 1957
J. PH. A. STURM
T. J. K. ENGINEERS
RH

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 s their heirs and assigns forever.

And we, David Knutti and Ivan Knutti, the said Grantor s do for ourselves and our heirs, executors and administrators, covenant with the said Grantee s their heirs and assigns that at and until the enacting 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 except taxes which are to be pro-rated as of date of delivery of deed, and thereafter; the same are assumed and agreed to be paid by the Grantees herein;

and that we will Warrant and defend said premises with the appurtenances thereunto belonging to the said Grantee s their heirs and assigns against all lawful claims and demands whatsoever

And for valuable consideration I, Mildred Knutti, wife of the said David Knutti, and Mabel L. Knutti, wife of the said Ivan Knutti, the Grantor release and forever quit-claim unto the said Grantee s their heirs and assigns all our right and expectancy of Dower in the above described premises

In Witness Whereof we have hereunto set our hands the 13th day of August in the year of our Lord one thousand nine hundred and sixty-six.

Signed and acknowledged in presence of

Handwritten signatures of David Knutti, Mildred Knutti, Ivan Knutti, and Mabel L. Knutti.

State of Ohio

Wayne County ss

Before me, a notary public, in and for said County, personally appeared the above named David Knutti and Mildred Knutti, husband and wife, and Ivan Knutti and Mabel Knutti, husband and wife,

who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Orrville, Ohio this 13th day of August A D 1966

This instrument prepared by

Attorney-at-law

Notary Public information and seal area.

63360
Merrill & Sons

David Knutti and Ivan Knutti TO

Paul H. Holsing and

ENTERED FOR TRANSFER
INDEXED
AUG 17 1966
AUDITOR STARK COUNTY

County of Wayne State of Ohio
Recorded for Record on the
day of AUG 16 1966
at 2:55 o'clock P.M.
and Received AUG 17 1966
M. Holsing & Sons

Recorder's Fee \$

Vol. 177 PAGE 98
 STATE OF OHIO
 County of Cuyahoga
 On the 18th day of May, 1972 A. D. 1972
 before me, a Notary Public in and for said County
 personally appeared the said Wm. H. Molsing, and Berleia S. Molsing Husband and Wife
 who acknowledged that they did sign and seal the foregoing instrument and that it is their act and deed
 and the day and year aforesaid
 My commission expires Sept. 1, 1973
 STATE OF OHIO
 County of Cuyahoga
 before me, a Notary Public in and for said County
 personally appeared the said
 who did sign and seal the foregoing instrument and that it is their act and deed
 WITHIN MY HAND AND SEAL the day and year aforesaid
 Notary Public, Justice of the Peace

This lease is hereby cancelled and surrendered this _____ day of _____, 19__

Witness: **THE EAST OHIO GAS COMPANY**

By T. A. KURN, MANAGER EXPLORATION & DEVELOPMENT

This instrument prepared by The East Ohio Gas Company

13207
 58531-Ann-49
 OIL, GAS AND STORAGE LEASE
 Wm. H. Molsing
 Berleia S. Molsing
 THE EAST OHIO GAS COMPANY
 115 EAST NINE ST.
 CLEVELAND, OHIO 44114

RECEIVED FOR RECORD
 JUN 3 1972
 RECORDED JUN 26 1972
 In Stuy. County Records
 Vol. 177 Page 97
 ROBERT L. MATTS
 Recorder Year 3

STATE OF Ohio On this 18th day of May A. D. 19 72
County of Stark before me, a Notary Public in and for said County
personally appeared the said Paul H. Holsing, and Berdein S. Holsing husband and wife

who acknowledged that they did sign and seal the foregoing instrument and that it is their free act and deed.
WITNESS my hand and seal, the day and year aforesaid.
Notary Public Stark, Co. Gertrude R. Siber (Seal)
My commission expires Sept. 1, 1973 Notary Public, Justice of the Peace.

STATE OF Ohio On this day of A. D. 19
County of Stark before me, a in and for said County

personally appeared the said
who acknowledged that did sign and seal the foregoing instrument and that it is from act and deed.
WITNESS my hand and seal, the day and year aforesaid.
Notary Public, Justice of the Peace. (Seal)

PURSUANT TO the terms and provisions of this Lease The East Ohio Gas Company hereby declares and gives notice of its intention to use the lands described herein and subject hereto and any well or wells hereafter located thereon for underground gas storage purposes, that is, for injecting, storing, holding in storage and removing gas into, in and from the sands, strata or formations underlying the leased lands. Use of the leased lands for underground gas storage purposes by said The East Ohio Gas Company will commence on November 1, 1976. Written notice to this effect has been mailed by registered mail to the owners of the leased lands.

WITNESS the signature of The East Ohio Gas Company by its officer hereunto duly authorized this 18th day of October, 1976.

WITNESS: THE EAST OHIO GAS COMPANY
By: [Signature] Vice President

This lease is hereby cancelled and surrendered this day of 19
Witness: THE EAST OHIO GAS COMPANY
By: T. A. KUHN, MANAGER EXPLORATION & DEVELOPMENT

This instrument prepared by The East Ohio Gas Company

Handwritten notes: GAS STORAGE AREA 13207 ARE A No. 27817 58595
OIL, GAS AND STORAGE LEASE
[Signatures]

THE EAST OHIO GAS COMPANY
1717 EAST NINTH ST.
CLEVELAND, OHIO 44114

RECEIVED FOR RECORD
JUN 23 1972
RECORDED JUN 26 1972
In Stark County Records
Vol. 177 Page 11
KENNETH H. BOUTTS
Recorder Fee 3.00

RECEIVED FOR RECORD
OCT 27 1976
RECORDED OCT 28 1976
In Stark County Records
Vol. 188 Page 354
FLEMMING MATTHEW
Recorder Fee 3.00

COMPARED

WEL 477 PAGE 100
 STATE OF OHIO On this 18th day of May A. D. 1973
 County of Summit before me, a Notary Public, and for said County
 personally appeared the said Paul H. Holsinger, and Eustace S. Holsinger, who
 who acknowledged that they did sign and seal the foregoing instrument and that it is their free act and deed.
 WITNESS my hand and seal, the day and year aforesaid.
 My commission expires Sept. 1, 1973
 Notary Public, State of Ohio
 State of Ohio
 County of Summit
 Eustace R. Silur, Notary Public, State of Ohio
 to and for said County
 did sign and seal the foregoing instrument and that it is their free act and deed.
 WITNESS my hand and seal, the day and year aforesaid.
 Notary Public, State of Ohio

This lease is hereby cancelled and surrendered this _____ day of _____, 19____
 Witness: THE EAST OHIO GAS COMPANY

By _____
 T. A. KIRBY, MANAGER EXPLORATION & DEVELOPMENT

This instrument prepared by The East Ohio Gas Company

132105
 65526
 OIL, GAS AND STORAGE LEASE
 From
 Paul H. Holsinger
 Eustace S. Holsinger
 To
 THE EAST OHIO GAS COMPANY
 1111 EAST WYETH ST.
 CLEVELAND, OHIO 44114
 RECEIVED FOR RECORD
 JUN 2 1973
 RECORDED
 In Summit County
 Vol. 17 Page 99
 KENNETH E. MOTT
 Recorder

VOL 187 PAGE 780

STATE OF OHIO) On this 14 day of July A. D. 1976
County of STARK) before me, a Notary Public in and for said County
personally appeared the said PAUL H. HOLSWICK & BERDEIN S. HOLSWICK
who acknowledged that THEY did sign and seal the foregoing instrument and that it is THEIR free act and deed.
WITNESS my hand and OFFICIAL seal, the day and year aforesaid.

Harry A. Ludwig (Seal)
Notary Public, Justice of the Peace.

STATE OF _____) On this _____ day of _____ A. D. 19____
County of _____) before me, a _____
personally appeared the said _____
who acknowledged that _____ did sign and seal the foregoing instrument and that it is _____ free act and deed.
WITNESS my hand and _____ seal, the day and year aforesaid.

HARRY A. LUDWIG, Notary Public for counties of Stark, Portage, Tuscarawas, Holmes, Carroll, Wayne, Summit, Mahoning and Columbiana My Commission Expires May 9, 1977

(Seal)
Notary Public, Justice of the Peace.

This lease is hereby cancelled and surrendered this _____ day of _____, 19____

Witness: _____
By THE EAST OHIO GAS COMPANY
J. R. EDRIGHT, MANAGER, EXPLORATION & DEVELOPMENT

This instrument prepared by The East Ohio Gas Company

10909
No. 58341 ACTS 192.00
OIL, GAS AND STORAGE LEASE
From
Paul H. Holswick

THE EAST OHIO GAS COMPANY
1717 EAST NINTH ST.
CLEVELAND, OHIO 44114

RECEIVED FOR RECORD
AUG - 9 1976
RECORDED AUG 10 1976
In S. S. _____
V. L. MOYER
Fees: 8.00

#23(2)

Vol. 201 PAGE 112
FD 157-6
LB-15 1/88 Con. & Stor.

PK # 58341
49320

renewal of

THIS LEASE, made and entered into this 17th day of July, 1942, by and between PAUL H. HOLSINGER and BERNEICE S. HOLSINGER HIS WIFE of 3677 BUTTERFIELD ROAD NW, CANTON, OHIO, hereinafter called the Lessor, and THE EAST OHIO GAS COMPANY, an Ohio corporation, 1717 East Ninth Street, Cleveland, Ohio 44114, hereinafter called the Lessee; WITNESSETH:

That the Lessor, for and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, for the purpose of drilling, operating for, producing and removing oil and gas and all the constituents thereof, and of injecting, storing and holding in storage, and removing gas at any kind (sometimes herein referred to as gas storage purposes), including gas lying thereunder, by means through wells or other means, into, in and from any waste, strata or formations lying thereunder, regardless of the source of such gas or the location of the wells or other means of so doing, and of placing tanks, equipment and structures thereon to procure and operate for the said production, and of laying pipe lines thereover to transport the same and for gas storage purposes on other lands, all that certain tract of land situated in LAURENCE Township, Section No. 20 in STARK County, Ohio, bounded substantially as follows:

North by lands of C. Daily
East by lands of Township Line
South by lands of A. Malachuk W. A. Malachuk
West by lands of A. Tesch-Lessor

being all the property owned by Lessor in Section 20 of LAURENCE Township, containing 142 acres, more or less. No well shall be drilled within 500 feet of the present buildings unless both parties consent thereto. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of 20 years and so much longer thereafter either (1) as oil or gas or their constituents shall be found on the premises in paying quantities in the judgment of the Lessee or as the premises shall be operated by the Lessee in the manner for oil or gas, or (2) as gas shall be injected, stored or held in storage, or removed into, in and from any waste, strata or formations underlying the premises.

This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within three months from the date hereof, a well shall be commenced on the premises for use of the same for gas storage purposes shall be commenced as herein provided, or unless the Lessor shall hereafter pay a delay rental of \$100.00 per acre for the premises for gas storage purposes. In consideration of the premises the Lessor covenants and agrees: (A) To deliver to the credit of the Lessor in tanks or pipe lines, as royalty, free of cost, the equal one-eighth (1/8) part of all oil produced and saved from the premises; (B) To pay to the Lessor, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon which is not used for gas storage purposes, the sum of one-eighth (1/8) of the net proceeds per thousand cubic feet of such gas so marketed and used, measured in accordance with Bopps' Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.7 pounds atmospheric pressure, at a standard temperature of 60° Fahrenheit, and a standard flowing temperature of 60° Fahrenheit, without allowance for temperature and barometric variations; payments of royalty for gas marketed during any calendar month, to be on or before the 20th day of the following month; (C) To pay to the Lessor the land rental or well rental each year hereinafter provided for the use of the premises for gas storage purposes while the same are so used.

The Lessee at any time may notify the Lessor in writing at Lessor's last known address, by registered mail, of the Lessee's intention to use any well located on the leased premises and the leased premises for any and all of the purposes hereinbefore provided of injecting, storing or holding in storage, and removing gas into, in and from any waste, strata or formations underlying the premises, and upon the giving of such notice the Lessee may use any such well and land for any and all of said purposes. The Lessor shall pay to the Lessee a rental of \$100.00 each year for each such well while so used; provided, that the rental for the first year for a well so used shall be equivalent to the one-eighth royalty payments to the Lessor, if more than \$100.00, for gas produced and marketed from such well during the consecutive periods of time aggregating 180 days next preceding the giving of such notice, and for each year thereafter a rental for such well so used equivalent to said first year's rental. If more than \$200.00, reduced each year by the amount of \$100.00 until reduced to \$100.00, and for each year thereafter a rental of \$100.00 for such well so used, if there shall be no well used for gas storage purposes on the leased premises, but if a well shall be used by the Lessee for any of the gas storage purposes hereinbefore specified shall be located on other lands and such well shall be located within one mile of any line of the leased premises, the Lessee may give like written notice to the Lessor of its intention to use the leased premises for any or all of said gas storage purposes, and thereupon may use the leased premises for said purposes and shall be the sole judge as to whether gas is being stored or held in storage within the leased premises. The rental each year for such use shall be the same amount as that provided in the first of the foregoing paragraphs and shall be paid to continue this lease in effect until the commencement of a well or of the use of the premises for any of the gas storage purposes and shall have the same effect of continuing this lease in force as though a producing well or a well used for gas storage purposes were drilled on the leased premises; provided, that if a well is thereafter drilled and used for any of the gas storage purposes on the leased premises the rental for such use of the leased premises in lieu of the foregoing rental, shall be \$200.00 each year for such well and the same sum each year for each additional well so drilled and used. If the Lessee ceases to use a well for gas storage purposes but continues to use the premises for such purposes and there shall be no other well located thereon, the rental for such use shall be the land rental hereinbefore provided. All land rentals and well rentals may be paid by the Lessee in quarter-year installments.

All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to Paul H. Holsinger at 3677 Butterfield Road NW, Canton, Ohio 44703.

P. O. CANTON, OHIO 44703. The said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of change in ownership in the premises, or in the oil or gas or their constituents, or in the rentals or royalties accruing hereunder outside of the State of Ohio.

The Lessor may lay a pipe line to any one gas well on the premises, whether a producing well or a well used for gas storage purposes, and take gas produced from said well for domestic use in one dwelling house on the leased premises, at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee. The first two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet of gas taken in each year shall be paid for at the best published rates of the Lessor in the form of air service. The Lessor agrees to lay and maintain the pipe line and furnish regulators and other necessary equipment at Lessor's expense. This privilege is upon the condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas, and shall maintain the said pipe line, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to waste or unnecessarily leak gas. If the Lessor shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder.

The consideration, land rentals, well rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee and the further right of drilling or not drilling on the leased premises, whether to adjoin producing or gas storage wells on adjacent or adjoining lands or otherwise, as the Lessee may elect, regardless of the purposes for which the leased premises are used hereunder.

The Lessor hereby grants to the Lessee the right to consolidate the leased premises with other lands to form an oil and gas development unit of not more than one hundred sixty (160) acres for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the purposes of all the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the owner of the lands on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the 1/8 oil and gas royalty hereinbefore provided, that proportion of such 1/8 royalty which the acreage herein leased bears to the total number of acres comprising said development unit. If said development unit shall thereafter be used for gas storage purposes the well rental or land rental hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each such parcel bears to the entire acreage of said unit.

In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein then the royalties and rentals herein provided for shall be paid to the Lessor only to the proportion which such interest bears to the whole and undivided fee. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice in the Lessee either by delivery of notice in writing duly served by the parties to the instrument conveying or conveying or by the receipt of such original instrument or a duly certified copy thereof. If the leased premises at any time should be owned in separate parcels this lease nevertheless shall be treated as an entirety, except that royalties or well rentals as to any producing well or well used for gas storage purposes shall be payable to the owner or owners upon whose respective parcel the well is located, and the drilling or existence of a producing well or well used for gas storage purposes upon any parcel shall have the same effect of continuing this lease in force as to the entire acreage covered hereby as though the premises had not been divided.

The Lessee shall bury, when so required by the Lessor, all pipe lines used to conduct oil or gas to and off of the premises and pay all damage to growing crops caused by operations under this lease; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive.

The Lessee shall have the privilege of using sufficient oil, gas and water for operating on the premises and the right at any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to grant any, this lease or any portion thereof, by written notice to the Lessor, and the surrender shall indicate and a cancellation of this lease shall be required with the endorsement of the Lessor. This portion thereof as the surrender shall indicate and a cancellation of this lease shall be required with the endorsement of the Lessor.

All parties hereto relating in any way to the portions or all of the premises indicated on said surrender, and the Lessor hereby waived in proportion to the acreage surrendered.

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

IN WITNESS WHEREOF the lessors have hereunto set their hands.
Signed and Acknowledged in the presence of:
Paul H. Holsinger (Seal)
Berneice S. Holsinger (Seal)
Witness (Seal)
Witness (Seal)
Witness (Seal)
Witness (Seal)
Witness (Seal)
Witness (Seal)

NO WELL TO BE DRILLED IN EXISTING OR FUTURE UNLESS BOTH PARTIES CONSENT THERE TO

NO. 487 REC 719

VOL 187 PAGE 180

STATE OF OHIO } On this 14 day of July 201 PAGE 1137
County of STARK } before me, a Notary Public
personally appeared the said PAUL H. HOLSING & BERDEIN S. HOLSING
who acknowledged that THEY did sign and seal the foregoing instrument and that it is THEIR free act and deed.
WITNESS my hand and OFFICIAL seal, the day and year aforesaid.

Harry A. Ludwig
Notary Public, Justice of the Peace

STATE OF _____ } On this _____ day of _____ A. D. 19____
County of _____ } before me, a _____
personally appeared the said _____
who acknowledged that _____ did sign and seal the foregoing instrument and that it is _____
WITNESS my hand and _____ seal, the day and year aforesaid.

HARRY A. LUDWIG, Notary Public
for counties of Stark, Portage,
Tuscarawas, Holmes, Carroll, Wayne,
Summit, Mahoning and Columbiana
My Commission Expires May 8, 1977

Notary Public, Justice of the Peace. (Seal)

PURSUANT TO the terms and conditions of this location to use the lands described herein and subject hereto and any well or wells hereafter located thereon for underground gas storage purposes, that is, for injecting, storing, holding in storage and removing gas into, in and from the sands, strata or formations underlying the leased lands. Use of the leased lands for underground gas storage purposes by said The East Ohio Gas Company will commence on January 5, 1980. Written notice to this effect has been mailed by registered mail to the owners of the leased lands.

WITNESS THE SIGNATURE of The East Ohio Gas Company by its officer hereunto duly authorized this 27th day of December, 1979.

WITNESSES:
J. M. Porter
A. G. Sobole

THE EAST OHIO GAS COMPANY
By *C. E. ...*
Vice President

This lease is hereby cancelled and surrendered this _____ day of _____, 19____

Witness:
THE EAST OHIO GAS COMPANY
By
J. R. EBRIGHT, MANAGER, EXPLORATION & DEVELOPMENT

This instrument prepared by The East Ohio Gas Company

752
1980-9
acknowledged by ...

No. 58341 Area 142.00
OIL, GAS AND STORAGE LEASE

Paul H. Holsing

THE EAST OHIO GAS COMPANY
117 EAST NINTH ST.
CLEVELAND, OHIO 44114

RECEIVED FOR RECORD
AUG 9 1976
at 8:53 AM
RECO AUG 10 1976
In S. ...
Vol. 187 Page 1137
KENNETH E. MOTTS
Recorder

RECEIVED FOR RECORD
JAN 6 1980
at 3:31 PM
RECORDED JAN 10 1980
In Stark County, Ia.
Vol. 187 Page 1137
KENNETH E. MOTTS
Recorder

COMPAIRED

#24

R/W 135, 1978

PO99114-6160

Est. 78-129

Form 418 Rev. 6-75 TRANSMISSION AGREEMENT
ID No. 148-911-4

VOL. 4163 PAGE 918

17764

Parcel No.

KNOW ALL MEN BY THESE PRESENTS:

That PAUL H. HOLSING and BERDEIN S. HOLSING, husband and wife, claiming title by virtue of an instrument recorded in Volume 2833, Page 17, and Volume 3184, Page 329, in the Stark County Record of Deeds,

the Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations received to their full satisfaction of OHIO EDISON COMPANY, an Ohio corporation, the Grantee, do(es) hereby grant unto Grantee, its successors and assigns, an easement and right of way, with the rights and privileges hereinafter set forth, for lines for the transmission and distribution of electric current, including telephones and telegraph, upon, over, under, and across the following described premises:

Situated in the Township of Lawrence, County of Stark and State of Ohio, being Part of Northeast and Northwest Quarters of Section 24

The right of way above referred to is described as follows:

The poles shall be located approximately twenty-five (25) feet from the traveled center line of Township Road 356 and Township Road 355.

The poles shall also be located within the limits of Township Road 356, Township Road 355, and State Route 236 and/or as limits may hereafter be established or changed.

RECEIVED FOR RECORD
JUN 20 1979
at 9:28 o'clock AM
RECORDED JUN 2 1979
In Stark County Records
Vol. 4163 Page 918
KENNETH E. MOTTE
Recorder Fee 5.00

TRANSFER NOT NECESSARY
JUN 20 1979
WILLIAM B. BOWMAN
AUDITOR STARK COUNTY
Deputy

IN COMPLIANCE WITH ORC 319.202
JUN 28 1979

WILLIAM B. BOWMAN
STARK COUNTY AUDITOR
EXP. FEE. MK. DEPUTY

The easement and rights herein granted shall include the right to erect, inspect, operate, replace, relocate, repair, patrol and permanently maintain upon, over, under and along the above described right of way across said premises all necessary structures, wires, cables and other usual fixtures and appurtenances used for or in connection with the transmission and distribution of electric current, including telephones and telegraph, and the right of reasonable ingress and egress upon, over and across said premises for access to and from said right of way, and the right to take, cut, remove or control by any other means at any and all times such trees, limbs and underbrush within or adjacent to said right of way as may interfere with or endanger said structures, wires or appurtenances, or their operation.

The Grantor(s) reserve the right to use the ground between said structures and beneath the said wires, provided that such use does not interfere with or obstruct the rights herein granted, and the Grantee(s) agree that no building, obstruction or impediment of any kind shall be placed within said right of way or between said structures or beneath said wires without prior written approval of the Grantee.

The Grantee will repair or replace all fences, gates, lanes, driveways, drains and ditches damaged or destroyed by it on said premises or pay Grantor(s) for all damage to fences, gates, lanes, driveways, drains, ditches, crops and stock on said premises caused by the construction or maintenance of said lines.

07453

17764

VOL 4163 PAGE 919

TO HAVE AND TO HOLD the said easement, rights and right of way and its appurtenances to said Grantee and to its successors and assigns forever; and the Grantor(s) represent that they are the lawful owners of said premises and have full power to convey the rights and easement herein granted, that the same are free and clear of all encumbrances and that they will warrant and defend the same against all lawful claims and demands whatsoever, except current taxes and assessments not yet due and payable, assessments, restrictions and reservations of record, and zoning ordinances, if any,

and for valuable consideration the Grantor(s) do(es) each hereby remise, release and forever quit-claim unto Grantee, its successors and assigns, all their right and expectancy of dower in the above described right of way.

IN WITNESS WHEREOF, we have hereunto set our hand(s) _____ as of the 22 day of JUNE, 1979

SIGNED IN THE PRESENCE OF:

Dana T. Shaw

Paul H. Holzing

Charles E. Jones

Berdeen S. Holzing

This instrument was prepared by PAUL A. DO PREZ Attorney at Law

STATE OF OHIO, COUNTY OF STARK } SS: Before me, a NOTARY PUBLIC, in and for said County and State, personally appeared

PAUL H. HOLZING and BERDEEN S. HOLZING, husband and wife

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Millon, Ohio

Charles E. Jones this 22 day of June, 1979
Notary Public, State of Ohio
My Commission Expires Mar. 5, 1981
Charles E. Jones
Notary Public

Instrument No. 131, 1978 Paid No. _____
EASEMENT
Area
PAUL H. HOLZING
AND
BERDEEN S. HOLZING
BY
OVER ELLISON COMPANY

#25
14

ALAN HAROLD
Stark County Auditor
FEE

Instr: 201812280051842 12/28/2018
P: 1 of 14 F: \$124.00
Rick Campbell 4:24 PM DEED
Stark County Recorder T20180047255

DEC 28 2018
TRANSFERRED 3.00
TRANSFER NOT NECESSARY
DEPUTY
IN COMPLIANCE WITH R.S. 116.02

10005452 } TRSA11EA 1812818018 } SUP
10008919 }
2410798 }
2600855 }
2612903 }
2613863 }

GENERAL WARRANTY DEED

Ohio Lazy L Ranch, Ltd., an Ohio limited liability company ("Grantor"), which claims title by or through instruments recorded in the Official Records of Stark County, Ohio, Instrument Nos. 201809140036842, 201702010005078, and 201702010005079 for the consideration of One Dollar and other valuable consideration (\$1.00 + o.v.c.) received to its full satisfaction of **Butterbridge Real Estate Management, Ltd.**, an Ohio limited liability company ("Grantee"), whose TAX MAILING ADDRESS is 2824 Woodlawn Ave., NW, Canton, Ohio 44708, does GIVE, GRANT, BARGAIN, SELL AND CONVEY with General Warranty covenants unto the said Grantee, its successors and assigns, the following described premises:

See Exhibit A attached hereto, Tract Nos. 1 through 7:

- Prior Instrument No.: 201809140036842
- Parcel Nos.: 2600255; 2612903; 2613863

- Prior Instrument No.: 201702010005078
- Parcel Nos.: 10005452; 10008919; 2411266

- Prior Instrument No.: 201702010005079
- Parcel No.: 2410798

Subject to the following:

From Prior Instrument No. 201809140036842:

Easement and all other matters to Ohio Edison Company recorded June 1, 1962, in Vol. 2822, Page 585 of the Stark County Records.

Oil and Gas Lease and all other matters to The East Ohio Gas Company recorded June 26, 1972, in Vol. 177, Page 97 of the Stark County Records. Said Lease was re-recorded October 28, 1976 in Vol. 188, Page 354 of the Stark County Records.

015415

Oil and Gas Lease and all other matters to The East Ohio Gas Company recorded June 26, 1972, in Vol. 177, Page 99 of the Stark County Records. Said Lease was re-recorded October 28, 1976, in Vol. 188, Page 356 of the Stark County Records.

Easement and all other matters to Ohio Edison Company recorded July 2, 1979, in Vol. 4163, Page 918 of the Stark County Records.

Easement and all other matters to The Ohio Bell Telephone Company recorded April 7, 1933, in Vol. 1080, Page 571 of the Stark County Records.

Easement and all other matters to The Ohio Bell Public Service Company recorded July 12, 1948, in Vol. 1720, Page 207 of the Stark County Records.

Reservation for roadway purposes and all other matters as set forth in a deed recorded August 17, 1966, in Vol. 3184, Page 529 of the Stark County Records.

Oil and Gas Lease and all other matters to The East Ohio Gas Company recorded August 10, 1976, in Vol. 187, Page 779 of the Stark County Records. Said Lease was recorded January 10, 1980, in Vol. 201, Page 112 of the Stark County Records.

Butterbridge Farms, LLC, an Ohio limited liability company, reserves any and all rights, title and interest in and to mineral, oil and gas rights and all constituents owned by it, including all rights to receive income derived therefrom. Any and all surface rights owned by Butterbridge Farms, LLC shall transfer to the Grantee.

From Prior Instrument No. 201702010005078:

As to Parcel No. 10008919: Nation Land Company, LLC, an Ohio limited liability company, reserves unto itself, its successors and assigns, any and all rights and interests in and to all oil and gas, and oil and gas constituents, in, on, underlying, or with respect to, the Premises, together with any and all related rights to use the Premises, including, but not limited to, the surface of the Premises, in connection with the use and operation of rights and interests to such oil and gas. In this regard, Ohio Lazy L Ranch, Ltd., its successor and assigns, shall not take any action which would limit or

Tract No. 3:

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

Said parcel being a part of the Northeast Quarter of Section 24, Township 1, Range 10 and more fully described as follows:

Beginning at a stone marking the Northeast Corner of said Section 24, said point being the true place of beginning, thence South 3° 15' 15" West with the East line of said section for a distance of 2651.07 feet to the Southeast corner of the Northeast Quarter of said section, thence with the South line of said quarter section North 86° 40' 45" West for a distance of 2360.25 feet to an iron pin, thence North 3° 34' 15" East for a distance of 2863.67 feet to an iron pin on the North line of said section, then with the North line of said section South 86° 22' 15" East for a distance of 2345.57 feet to the true place of beginning and containing 143.537 acres.

EXCEPTING FROM THE ABOVE-DESCRIBED TRACT NO. 3, THE FOLLOWING THREE DESCRIBED PARCELS:

Parcel 1: Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as and being a part of the Northeast Quarter Section 24, Township 1 (Lawrence) Range 10, Stark County, Ohio, and being further described as follows: Beginning for the same at the Northeast corner of the Northeast Quarter Section 24; thence South 3° 15' 15" West along the Township, Section and Range line of said Quarter Section, a distance of 50.00 feet to a point and being the true place of beginning for the tract of land herein to be described; thence continuing South 3° 15' 15" West along the Township, Section and Range line of said Quarter Section, a distance of 213.00 feet to a point; thence North 86° 22' 15" West and parallel to the North line of said Quarter Section a distance of 365.22 feet to a point on the centerline of Akron Avenue (State Route 236); thence North 20° 23' 15" West along the centerline of said Akron Avenue, a distance of 233.18 feet to a point; thence South 86° 22' 15" East and parallel to the North line of said Quarter Section, a distance of 458.73 feet to the true place of beginning and containing 2.014 acres of land more or less.

Parcel 2: Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as and being a part of the Northeast Quarter Section 24, Township 1 (Lawrence) Range 10, Stark County, Ohio, and being more particularly described as follows:

Beginning at the Northeast corner of said Northeast Quarter Section 24, thence South 3° 15' 15" West with the East line of said Northeast Quarter Section 24, a distance of 263.00 feet to the true place of beginning of the tract to be described; thence continuing South 3° 15' 15" West with the East line of said Northeast Quarter Section 24, a distance of 831.89 feet to a point on the center-line of Akron Avenue (S.R. 236); thence North 20° 23' 15" West with said centerline, a distance of 910.72 feet to a point; thence South 86° 22' 15" East a distance of 365.22 feet to the true place of beginning and containing 3.487 acres of land more or less.

Parcel 3: Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as being part of the Northeast Quarter of Section 24 of said Township and being part of a 143.537-acre parcel now or formerly owned by P. and B. Holsing as recorded in Volume 3184, Page 529 of the Stark County Deed Records and further described as follows: Beginning at a hex head County monument found at the northeast corner of said Northeast Quarter; thence South 03° 15' 15" West (basis of bearing taken from said Holsing Deed) along the east line of said Northeast Quarter Section, a distance of 1284.28 feet to the centerline of Lafayette Drive (T-355) (66' wide); thence North 61° 21' 48" West along the centerline of said Lafayette Drive as established by the Stark County Engineers Office in May, 1988, a distance of 713.86 feet to a nail found above 1" bar at the True Place of Beginning of the parcel herein, described;

- 1) Thence South 03° 15' 15" West, a distance of 347.24 feet (passing over a 5/8" rebar set at 36.53 feet) to a 5/8" rebar set;
- 2) Thence North 86° 44' 45" West, a distance of 300.00 feet to a 5/8" rebar set;
- 3) Thence North 03° 15' 15" East, a distance of 523.97 feet (passing over a 5/8" rebar set at 485.67 feet) to a railroad spike set;
- 4) Thence South 56° 14' 34" East along the centerline of said Lafayette Drive, a distance of 348.19 feet to the True Place of Beginning and containing 3.000 acres as surveyed by Ronald C. Hinton, S-6270, in October 1988.

Subject to right of way of Lafayette Drive (T-355).

Leaving 135.04 acres, more or less, of land in above-described Tract No. 3.

Parcel No. 2613863

Tract No. 4:

Prior Instrument No.: 201702010005078

Known as and being parts of the Northwest Quarter of Section 26, Southwest Quarter of Section 23 and the Northeast Quarter of Section 27, Township I (Lawrence) Range 10 in Stark County, Ohio, and also being lands now or formerly owned by Joseph A. and Debra A. Sebolt described in Imaging No. 2001066180 of the Deed Records of Stark County, Ohio, and described as follows:

Beginning at the Southwest corner of said Southwest Quarter of Section 23, said corner being referenced by an iron bar found;

Thence North 05° 29' 58" East, with the west line of said Section, a distance of 293.32 feet to a point referenced by a 5/8" rebar set and being the Southwest corner of a tract

duplicate contract, a good and sufficient warrant deed of the land aforesaid, subject to any mechanic's lien or incumbrances caused by the acts of the second party and subject to the conditions, restrictions, and stipulations herein named, otherwise free from any and all incumbrances save taxes and such debts due and to become due which said second party caused. And I -- of said -- in consideration of the making of the payment of the second party as herein provided for, and of one dollar to me paid the receipt whereof is hereby acknowledged, consent to the terms of the foregoing contract and bind myself to abide in the aforesaid deed and therein release all my right and expectancy of power in the premises above described to said second party -- heirs or assigns. IN WITNESS WHEREOF

we heretofore set our hands this 10th day of April in the year of our Lord one thousand nine hundred and twelve.

Signed and acknowledged in & in presence of:

G.L. Wickard

John C. Herwig
 H. W. Gard.

Book's for record May 24, 1912
 At 9.30 a.m.
 Recorded June 18, 1912

...dePatten, Recorder.

Know all men by these presents, that Milton Butler
 of Jackson, Ohio, do hereby certify that the following named persons, to-wit: Milton Butler, John B. Butler, Mrs. Katherine Faust and Theresa Butler and Rhine Butler and Carl Butler heirs all the heirs and assigns of Jacob Butler dec. In consideration of ten dollars to them paid by Jacob Rehr the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey to the said Jacob Rehr his heirs and assigns forever, the following described premises situated in the Township of Jackson, County of Stark and State of Ohio, and being known as the northwest quarter of section thirteen (13) Township 11 and Range 8 excepting thereupon a tract of ten (10) acres of land out of the northeast corner of said quarter section, containing one hundred and fifty seven acres or less. Also excepting thereupon all the stone coal underlying said tract of land with the right to prospect for and mine and use the same therefrom except that five acres of said premises in a square form with the buildings thereon as near the center of said five acres as possible shall be the property of the grantee herein named. Also a tract of land described as follows: Situate in Jackson Township, Stark County, Ohio, and being known as being part of the southeast quarter of section (12) Township eleven (11) Range nine (9) Beginning at the northeast corner of said quarter section; thence south along the east line of said quarter section two and 20/100 (0.20) chains to a stake in the middle of the location of Pullen road thence north 60° west along the middle of said road three and 70/100 chains to a stake in the north line of said quarter section; thence west along north line of said quarter section to the place of beginning, containing 3/100 acre more or less. But both of above mentioned tracts subject to all legal highways. And all the estate, title and interest of the said Milton Butler, John B. Butler, Mrs. Katherine Faust, Theresa Butler, Rhine Butler, Alvan A. Butler, George Butler, Rhine Butler and Carl Butler either in law or in equity, or in and to the said premises; together with all the privileges and appurtenances to the same

belonging, and all the rents, issues and profits thereof; TO HAVE AND TO HOLD the same to the only proper use of the said Jacob Rohr his heirs and assigns forever. And the said Milton Butler, John L. Butler, Mrs Katherine Faust, Theresa Butler, Elmer Butler, Alvan A. Butler, George Butler, Rhine Butler & Earl Butler, for themselves and for their heirs executors and administrators do hereby covenant with the said Jacob Rohr his heirs and assigns that they are the true and lawful owners of the said premises, and have full power to convey the same; that the title so conveyed, is clear, free and unincumbered, and further that they will warrant and defend the same against all claim or claim of all persons whatsoever, except the Afterward mineral and mining rights. IN WITNESS WHEREOF, the said said grantors together with Milton Butler, wife of Milton Butler, and Harriet Butler wife of John L. Butler, and Anna Butler wife of Elmer Butler and Cora Butler wife of Alvan A. Butler, and Rhine Butler wife of George Butler and Theresa Faust husband of Katherine Faust and Ellen Butler wife of Rhine Butler hereby release their right and expectancy of seven E. and 1/2 sections, more hereunto set their hands this 18th day of March 1914 at the city of Chicago one thousand nine hundred and twelve.

Signed and acknowledged by Milton Butler & Ellen Butler & presence of:

John C. Rogers,

Signed and acknowledged in presence of:

L. S. Acker (Witness to signature of Milton Butler &

M. J. Acker (Witness to signature of Anna Butler)

L. S. Acker (Witness to signature of John L. Butler &

M. J. Acker (Witness to signature of Elmer Butler)

Signed and acknowledged by all parties to above named grantors in presence of:

J. Warren Wickhamer

E. P. McCaughey.

Milton Butler
Ellen Butler
Anna Butler
George Butler
Theresa Butler
John L. Butler
Harriet Butler
Katherine Faust
Theresa Butler
Alvan A. Butler
Cora Butler
Rhine Butler
Ellen Butler
Earl Butler.

THE STATE OF OHIO COUNTY OF STARK BE IT REMEMBERED that on the 18th day of March in the year of our Lord one thousand nine hundred and twelve, before me, the undersigned Notary Public in and for said County personally came Milton Butler, and Anna Butler husband and wife, the grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act, for the uses and purposes therein mentioned. IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal on the day and year last aforesaid.

Leonard E. Scherf
Notary Public.

THE STATE OF INDIANA COUNTY OF CLINTON

BEFORE ME, John C. Rogers a Notary Public in and for said County and State, on this 18th day of March 1914, personally appeared Milton Butler and Ellen Butler his wife and she acknowledged the execution of the annexed deed. Witness my hand and Notarial Seal this 18th day of March 1914.

John C. Rogers (Notary)
Notary Public.

My commission expires August 25th, 1914.

forth shall be reduced in proportion to the acreage surrendered. All covenants and conditions between the parties hereto shall extend to their heirs, executors, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the lands herein described; Lessor further agrees that the Lessee shall have the right at any time to redeem for Lessor, or otherwise acquire by payment, any mortgages or any other liens upon the above described lands which in any manner affect the Lessee's interest in the event of default of payment by Lessor and be subrogated in full to all the rights of the holder thereof the same as if Lessee were the original owner of said mortgage or lien. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Signed and acknowledged in the presence of:

R. C. Frasher	Margaret E. Smith	(SEAL)
J. D. Case	J. F. Smith	(SEAL)
	Wm. Byers	(SEAL)

The State of Ohio, Stark County, SS:

Personally appeared before me, a Notary Public in and for said County Margaret E. Smith and J. F. Smith, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned. In testimony whereof, I have hereunto set my hand and affixed my notarial seal this 21st day of July, A. D., 1927.

Paul E. Bauer (SEAL) Notary Public
My commission expires March 1929.

Copied from original record Aug. 29, 1927.

Jeannette Smith, Recorder

ASSIGNMENT. For and in consideration of the sum of one dollar to me paid, the receipt of which is hereby acknowledged, I, Wm. Byers, hereby sell and assign the within oil and gas lease to W. McK. Smith, Trustee. Signed this 23 day of July, 1927.

Witness: J. D. Case
Wm. Byers
Paul J. Bell

The State of Ohio, County of Guernsey, SS.

Personally appeared before me, a Notary Public in and for said County, Wm. Byers who acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the uses and purposes therein mentioned. In testimony whereof, I have hereunto set my hand and affixed my notarial seal this 23 day of July, A. D., 1927.

Paul J. Bell (SEAL) Notary Public
My commission expires Oct. 25th, 1928.

Received for record Aug. 29, 1927

At 8-30 A. M.

Recorded Oct. 19, 1927

Jeannette Smith---Recorder.

*see Assign Rec. Vol. 3 Page 35. v
to Assign Rec. Vol. 2 Page 578. v
to Assign Rec. Vol. 2 Page 576. -*

#261744--\$1.50

Walter Rohr et ux
to
Wm. Byers

See Return Rec. Vol. 9 Page 159 v
THIS AGREEMENT, made and entered into this 19 day of July A.D., 1927, by and between Walter Rohr & Loretta Rohr, his wife, hereinafter called the Lessor, and Wm. Byers of Pittsburgh, Pa., the Lessee. WITNESSETH: That the said Lessor, in consideration of the sum of one dollar, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and of the constituents of either, in and under the lands hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water and to possess, use and occupy so

much of said premises as is necessary and convenient in removing the above named products therefrom by pipe lines or otherwise, for a term of twenty (20) years and so much longer thereafter as oil, gas, or their constituents are produced in paying quantities thereon, all of that certain tract of land situate in Section No. 19, Township of Jackson, County of Stark and State of Ohio, bounded substantially as follows: On the North by the lands of Roy Lindsey & Melvin Rohr, On the East by the lands of Leo Rohr, On the south by the lands of Arthur Foltz and others, On the West by the lands of Lawrence Twp. Line, containing One Hundred Fifty (150) acres, more or less, being all the land owned by Lessor in said Township. It being understood, however, that no well shall be drilled within 300 feet of the barn or dwelling on said premises without the consent of Lessor. In consideration of the premises the said parties covenant and agree as follows: Lessee to deliver to the Lessor in tanks or pipe lines one eighth (1/8) of the oil produced and saved from the premises, and to pay for the product of each gas well from the time and while gas is marketed, as follows: Lessor to receive at the rate of \$200.00 per year for each million cubic feet daily, open flow measurement. Wells to be gauged annually and paid for accordingly. Lessee to drill a well on said premises within Sixty days from this date or pay to Lessor Thirty seven & 50/100 Dollars (\$37.50) each three months thereafter until such well is drilled or this lease surrendered. If a gas well be completed before the end of the term for which rental has been paid for delay, the unearned portion of said rental shall be a credit on the gas well rental. Lessee to bury, when so requested by Lessor, all pipe lines used to conduct gas or oil off the premises and to pay all damage to growing crops caused by operations under this lease. Lessor may lay a line to any gas well on said lands and take gas produced from said well for use for light and heat in one dwelling house on said land, at Lessor's own risk, subject to the use and the right of abandonment of the well by Lessee. The first two hundred thousand cubic feet of gas taken in each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet taken in each year shall be paid for at the current published rates of the Lessee in the town nearest the premises above described and the measurements and regulation shall be by meter and regulators set at the tap on the line. This privilege is upon condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas. It is agreed that the acreage rentals paid and to be paid, as herein provided, are and will be accepted by Lessor as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well or wells to offset producing wells on adjoining or adjacent premises. Should it be determined that Lessor is not the owner of the entire tract above described then and thereupon Lessor shall receive a proportional amount in accordance with the rentals and royalties for any fraction of the above premises so owned. Payment of all moneys due on this lease may be made by cash or check, to Walter Rohr, by deposit to his credit in The Exchange Bank of Canal Fulton, Ohio; or by check made payable to his order and mailed to him at Canal Fulton, Ohio. R. #1.

Lessor agrees that Lessee is to have the privilege of using sufficient oil, gas or water, for fuel, in operating premises and the right at any time to remove any machinery or fixtures placed on said premises and further upon the payment to the Lessor of one dollar and all amounts due hereunder, said Lessee shall have the right to surrender this lease or any portion thereof by written notice to Lessor describing the portion of the above tract that it elects to surrender or by returning to Lessor the lease with the endorsement of surrender thereon or recording the surrender of this lease on the margin of the record hereof, either of which shall be a full and legal surrender of this

being intersections of the boundary lines of the right of way herein conveyed, with the last named property line in this description, as shown by plans on file in the office of the Department of highways, Columbus, Ohio. It is understood that the strip of land above described is not to be in excess of 60 feet in width, except as hereinafter stipulated on sheet _____, and contains 0.93 acres, more or less, of which the present road occupies 0.62 acres, more or less. R. D. #1, Canal Fulton. TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns forever. And the said Grantor, for herself and her heirs, executors and administrators, hereby covenant with the said Grantee, its successors and assigns, that she is the true and lawful owner of said premises, and is lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that he will warrant and defend the same against all claims of all persons whomsoever. And for the consideration aforesaid _____ hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises. IN WITNESS WHEREOF Lottie Daily have hereunto set her hand the 1st day of October in the year of our Lord one thousand nine hundred and twenty-nine.

Signed and sealed in the presence of:

Lester Daily

Lottie Daily

W. C. Lane

State of Ohio, Stark County, ss: Before me, a Notary Public in and for said County and State, personally appeared the above named Lottie Daily, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed. IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Canton, Ohio, this 1st day of October, A. D. 1929.

W. C. Lane (SEAL) Notary Public
W. C. Lane

Received for Record May 13, 1930.

At 10:00 A. M.

Recorded June 9, 1930.

Jeannette Smith, Recorder.

#309337 - \$2.00

Walter and Loretto Rohr

to

The State of Ohio.

Easement for Highway Purposes. KNOW ALL MEN BY THESE PRESENTS: That W. T. & L. Rohr, the Grantor, for and in consideration of the sum of One no/100 Dollars (\$1.00) and for other good and valuable considerations to _____ paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Jackson Township, Stark County, Ohio, Section N.W. & S.W. $\frac{1}{4}$ 19, Town - , Range 9, and bounded and described as follows: PARCEL No. 16. Beginning at two points in the property line between said party of the first part and Henry Rohr, which said property line passes through station 80 plus 36.1 in the center line of survey made by the Department of Highways, these points being at the intersection of said property line with the boundary line of the right of way herein bargained, sold and conveyed and the property line between said party of the first part and C. J. Hostetter running thence in a northwesterly direction 3252.9 feet in and through the property of the party of the first part and being, and including, all lands of said party of the first part, lying on the right and left sides and within 30 feet of the center line of said survey to two similarly located points in the property line between said party of the first part and Samuel & O. Knutti, which said property lines pass through station 112 plus 89 in the center line of said survey, said points being the intersections of

the last named property line with the boundary line of the right of way herein conveyed and the property line between said party of the first part and W. T. & L. Rohr, as shown by plans on file in the office of the Department of Highways, Columbus, Ohio. It is understood that the strip of land above described is not to be in excess of 60 feet in width, except as hereinafter stipulated on sheet _____, and contains 2.24 acres, more or less, of which the present road occupies 1.27 acres more or less.

Easement for Highway Purposes.

KNOW ALL MEN BY THESE PRESENTS: That W. T. & L. Rohr, the Grantor-, for and in consideration of the sum of One no/100 Dollars (\$1.00) and for other good and valuable considerations to _____ paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Jackson Township, Stark County, Ohio, Section N. W. $\frac{1}{4}$ 19, Town _____, Range 9, and bounded and described as follows: PARCEL NO. 17 Beginning at two points in the property line between said party of the first part and C. J. Hostetter, which said property line passes through station 83 plus 13.9 in the center line of survey made by the Department of Highways, said points being at the intersection of the said property line with the boundary line of the right of way herein bargained, sold and conveyed, and the said center line of survey, and being a strip of land along the left side of said center line of survey; running thence in a northwesterly direction, 30 feet from, and parallel with the said center line of survey, in and through the property of the party of the first part to two similarly located points in the property line between said party of the first part and Samuel & O. Knutti, which said property line passes through Station 112 plus 89 in the center line of said survey, said points being intersections of the last named property line with the boundary line of right of way herein granted and conveyed and the center line of said survey as shown by plans on file in the office of the Department of Highways, Columbus, Ohio. It is understood that the strip of land above described is not to be in excess of 30 feet in width, except as hereinafter stipulated on sheet _____, and contains 2.05 acres, more or less, of which the present road occupies _____ acres, more or less, of which the present road occupies 1.50 acres more or less.

Easement for Highway Purposes.

KNOW ALL MEN BY THESE PRESENTS: That W. T. & L. Rohr, the Grantor, for and in consideration of the sum of Fifty-one no/100 Dollars (\$51.00) and for other good and valuable considerations to _____ paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Stark County, Ohio, Jackson Township Section N.W. $\frac{1}{4}$ 19, Town -, Range 9, and bounded and described as follows: PARCEL NO. 17 X Beginning at a point in the south right of way line at right angles to and thirty (30) feet from station 106 plus 14.8 in the center line of survey made by The Department of Highways; thence, with a curve to the right, same having a radius of eleven hundred seventy-five and ninety-two hundredths (1175.92) feet, and being thirty (30) feet from and parallel to the said center line of survey, a distance of six hundred forty-two and seven tenths (642.7) feet to a point in the property line between Samuel & O. Knutti and W. T. & L. Rohr, said property line being also the line between Jackson and Lawrence Townships; thence, south 5 degrees 44 minutes west along said township line a distance of one hundred eighty-nine and four tenths (189.4) feet to a point, said point being the intersection of the township line and a line tangent to the above mentioned curve at said point of beginning, at right angles to and thirty (30) feet from station 106 plus 14.8 in said center line of survey; thence, south 58 degrees 48 minutes

east along said tangent line a distance of five hundred twenty-nine and ninety-seven hundredths (529.97) feet to the place of beginning. Containing 0.82 acres more or less of which the present road occupies 0.28 acres more or less. as shown by plans on file in the office of the Department of Highways and Public Works, Division of Highways, Columbus, Ohio. It is understood that the strip of land above described is not to be in excess of _____ feet in width, except as hereinafter stipulated on sheet _____, and contains _____ acres, more or less. TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns forever. And the said Grantors, for themselves and their heirs, executors and administrators, hereby covenants with the said Grantee, its successors and assigns that they - the true and lawful owners of said premises, and have lawfully seized of the same in fee simple, and have good right and full power to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that they will warrant and defend the same against all claims of all persons whomsoever. And for the consideration aforesaid _____ hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises. IN WITNESS WHEREOF Walter Rohr and Loretta Rohr have hereunto set their hands the 1st day of October in the year of our Lord one thousand nine hundred and twenty-nine.

Signed and sealed in the presence of:

W. C. Lane

Walter Rohr

Jessie S. Lane

Loretta Rohr

State of Ohio, Stark County, ss: Before me, a Notary Public in and for said County and State, personally appeared the above named Walter Rohr and Loretta Rohr, 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 Canal Fulton, Ohio, this 1st day of October, A. D. 1929.

W. C. Lane (SEAL) Notary Public
W. C. Lane

Received for Record May 13, 1930.

At 10:00 A. M.

Recorded June 9, 1930.

Jeannette Smith, Recorder.

#309858 - \$2.00

Case 1013 13 454

Easement for Highway Purposes. KNOW ALL MEN BY THESE PRESENTS:

Peter S. and Mary Rohr

That Peter S. Rohr, the Grantor, for and in consideration of the

to

sum of Twenty-two 50/100 Dollars (\$22.50) and for other good and

The State of Ohio.

valuable considerations to _____ paid by the State of Ohio, the

Grantee, the receipt whereof is hereby acknowledged, do hereby

grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Stark County, Ohio, Jackson Township, Section S.E. $\frac{1}{4}$ 19, Town _____, Range 9, and bounded and described as follows: PARCEL NO. 13. Beginning at the south-east corner of Peter S. Rohr's land, said corner being station 48 plus 89.45 at the intersection of the center line tangents, of the center line of survey made by the Department of Highways; thence north 50 degrees 2 minutes west along the property line between C. T. Rohr and Peter S. Rohr, same being also the center of the old road, a distance of three hundred six (306) feet to a point, said point being station 51 plus 45.2 in the said center line of survey; thence, north 48 degrees 32 minutes west along the last named property line, a distance of five hundred fifty (550) feet to a point, said point being north 39 degrees 58 minutes east of and distant fourteen and forty hundredths (14.40) feet from station 58 plus 95.51 in said center

#30

#450557 \$1.00

W.T. & L. Rohr - 19268-D

Walter Rohr and
Loretta Rohr
To
The Ohio Public Service Co.

We/I, the undersigned Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations received to our/my satisfaction of THE OHIO PUBLIC SERVICE COMPANY, an Ohio Corporation, the Grantee, do hereby give and grant unto the Grantee, its

successors and assigns, an easement and right-of-way as described below for distribution lines for electric current upon and over lands of Grantor situated in the Township of Jackson, County of Stark, and State of Ohio, and being Part of Section 19 therein, which said lands are described as follows:

Bounded on the North by lands now or formerly owned by Melvin & N. Rohr, E.P. Rohr, H.P. and R.A. Frank
Bounded on the East by lands now or formerly owned by H.P. & R.A. Frank, Leo H. Rohr
Bounded on the South by lands now or formerly owned by H.D. Chidester, M. C. Oser
Bounded on the West by lands now or formerly owned by Sam and O. Knutti

The easement herein granted is more definitely described as follows:

The poles shall be located within the limits of State Rd. #236, County Road #354, and #71, as now established and/or as may^{be} hereafter established or changed.

The easement and right-of-way herein granted includes the right to enter upon said lands and erect, operate, and permanently maintain thereon the usual fixtures and equipment required, for the distribution of electric current, and the right to trim and keep trimmed any and all trees which may interfere with or endanger the safe and efficient operation of the lines.

TO HAVE AND TO HOLD the said easement and right-of-way to said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, We/I, have hereunto set our/my hand this 13th day of May, 1941.

Signed in the presence of:

Walter Rohr Jackson - 19
Loretta Rohr Stark

Emma Mears

A. R. Mears

STATE OF OHIO, COUNTY OF STARK, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named Walter & Loretta Rohr who, being by me duly sworn, acknowledge the signing of the foregoing easement to be their free act and deed for the giving and granting of the rights therein named, including dower, and that they are/is still satisfied therewith.

Witness my hand and official seal this 13th day of May, 1941.

A. R. Mears,
A. R. Mears, Notary Public (SEAL)

Received for Record May 22, 1941

My Commission Expires April 4, 1943.

at 2:10 P.M.

Recorded July 1, 1941.

Frank J. Shisler, Recorder

HK /all

#31

#459690 \$1.00 EASEMENT Ralph Smith (Walter Rohr) #12002-S

Walter Rohr To The Ohio Public Service Company. We/I, the undersigned Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations received to our/my satisfaction of THE OHIO PUBLIC SERVICE COMPANY, an Ohio Corporation, the Grantee, do hereby give and grant unto the Grantee, its successors and assigns, an easement and right-of-way as described below for distribution lines for electric current upon and over lands of Grantor situated in the Township of Jackson, County of Stark, and State of Ohio, and being Part of Section 29 therein, which said lands are described as follows:

- Bounded on the North by lands now or formerly owned by A. & B. Rohr
Bounded on the East by lands now or formerly owned by Fred J. Kaufman
Bounded on the South by lands now or formerly owned by Fred J. Kaufman
Bounded on the West by lands now or formerly owned by Andrew Rohr & wife

The easement herein granted is more definitely described as follows: The poles shall be located within the limits of County Road #370 and State Route #236, as now established and/or as may hereafter be established or changed.

The easement and right-of-way herein granted includes the right to enter upon said lands and erect, operate, and permanently maintain thereon the usual fixtures and equipment required, for the distribution of electric current, and the right to trim and keep trimmed any and all trees which may interfere with or endanger the safe and efficient operation of the lines.

TO HAVE AND TO HOLD the said easement and right-of-way to said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, We/I, have hereunto set our/my hand this 15th day of September, 1941.

Signed in the presence of: Emma Mears, A. R. Mears, Walter Rohr, Jackson - 29 Stark

STATE OF OHIO, COUNTY OF STARK, as: Before me, a Notary Public in and for said County and State, personally appeared the above named Walter Rohr who, being by me duly sworn, acknowledge-- the signing of the foregoing easement to be his free act and deed for the giving and granting of his rights therein named, including dower, and that he is still satisfied therewith.

Witness my hand and official seal this 15th day of September, 1941. A. R. Mears, Notary Public (Seal), My Commission Expires April 4, 1943.

Received for Record October 2, 1941 at 10:20 A. K. Recorded November 1, 1941. Frank J. Shisler, Recorder. HK/OK

#21019 -- \$1.25 ✓

Walter Rohr

Loretta Rohr

AND

S. E. Large

OIL AND GAS LEASE

THIS AGREEMENT, Made and entered into this 2nd day of March, A. D., 1943, by and between WALTER ROHR and LORETTA ROHR, hereinafter called the Lessor, and S. E. LARGE of Hebron, Ohio, called the Lessee.

WITNESSETH: That the said Lessor, in consideration of the sum of one dollar, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and of the constituents of either, in and under the lands hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water and to possess, use and occupy so much of said premises as is necessary and convenient in removing the above named products therefrom, by pipe lines or otherwise, for a term of five (5) years and so much longer thereafter as oil, gas, or their constituents are produced in paying quantities thereon, all of that certain tract of land situate in Section No. 19, Township of Jackson County of Stark and State of Ohio, bounded substantially as follows:

On the North by the lands of Melvin Rohr, Herman Frank and Roy Lindsey

On the East by the lands of Leo Rohr

On the South by the lands of Andrew Rohr and Marcellus Oser

On the West by the lands of Samuel Knutti

containing One Hundred Fifty ---- (150) acres, more or less, being all the land owned by Lessor in said Township. It being understood, however, that no well shall be drilled within 300 feet of the barn or dwelling on said premises without the consent of Lessor.

In consideration of the premises the said parties covenant and agree as follows:

Lessee to deliver to the Lessor in tanks or pipe lines one-eighth (1/8) of the oil produced and saved from the premises.

Lessor to receive the 1/8 of the proceeds from the sale of gas from this tract, (at 15¢ per thousand Cu. Ft.) to be paid on or before the 20th of the month following the month in which gas is sold.

Lessee to drill a well on said premises within ten days from this date or pay to Lessor Thirty-seven and 50/100--Dollars (\$37.50) each three months thereafter in advance until such well is drilled or this lease surrendered. If a gas well be completed before the end of the term for which rental has been paid for delay, the unearned portion of said rental shall be a credit on the gas well rental.

Lessee to bury, when so requested by Lessor, all pipe lines used to conduct gas or oil off the premises and to pay all damage to growing crops caused by operations under this lease.

Lessor may lay a line to any gas well on said lands and take gas produced from said well for use for light and heat in one dwelling house on said land, at Lessor's own risk, subject to the use and the right of abandonment of the well by Lessee. The first two hundred thousand cubic feet of gas taken in each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet taken in each year shall be paid for at the current published rates of the Lessee in the town nearest the premises above described and the measurements and regulation shall be by meter and regulators set at the tap on the line. This privilege is upon condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas.

It is agreed that the acreage rentals paid and to be paid, as herein provided, are and will be accepted by Lessor as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well or wells to offset producing wells on adjoining or adjacent premises. Should it be determined that Lessor is not the owner of the entire tract above described then and thereupon Lessor shall receive a proportional amount in accordance with the rentals and royalties for any fraction of the above premises so owned.

Payment of all moneys due on this lease may be made by cash or check, to Walter Rohr; at R. D. 1, Canal Fulton, Ohio.

Lessor agrees that Lessee is to have the privilege of using sufficient oil, gas or water, for fuel, in operating premises and the right at any time to remove any machinery or fixtures placed on said premises and further, upon the payment to the Lessor of one dollar and all amounts due hereunder, said Lessee shall have the right to surrender this lease or any portion thereof by written notice to Lessor describing the portion of the above tract that it elects to surrender or by returning to Lessor the lease with the endorsement of surrender thereon or recording the surrender of this lease on the margin of the record hereof, either of which shall be a full and legal surrender of this lease, to all of said tract or such portion thereof as said surrender shall indicate and a cancellation of all liabilities under same of each and all parties hereto, to the extent indicated on said surrender, and the acreage rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

All covenants and conditions between the parties hereto shall extend to their heirs, executors, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the lands herein described; Lessor further agrees that the Lessee shall have the right at any time to redeem for Lessor or otherwise acquire by payment, any mortgages or any other liens upon the above described lands which in any manner affect the Lessee's interest therein in the event of default of payment by Lessor and be subrogated in full to all the rights of the holder thereof the same as if Lessee were the original owner of said mortgage or lien. Any damages to crops occasioned by drilling well shall be paid by lessee in addition to above payments.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Signed and Acknowledged in the Presence of:

Lee Stout

W. E. N. Hemperly

Walter Rohr (Seal)

Loretta Rohr (Seal)

THE STATE OF OHIO)

STARK COUNTY) SS. Before me, a Notary Public in and for said county and state, personally appeared WALTER ROHR AND LORETTA ROHR, and acknowledged the execution of the within instrument to be their voluntary act and deed.

WITNESS my hand and the seal this 2nd day of March, 1943.

W. E. N. Hemperly

W. E. N. Hemperly, Notary Public

My commission expires Nov. 14, 1944 (Seal)

Received for Record....Mar. 16, 1943

at...3:24 P.M.

Recorded...Apr. 15, 1943

Recorder...Frank J. Shialer

OS/£H

92 540

STATE OF Ohio On this 2nd day of July
County of Stark before me, Notary Public
personally appeared the said Walter Robert Loretta Koke his wife
who acknowledged that they did sign and seal the foregoing instrument and that it is their free act and deed
WITNESS my hand and Notarial seal, the day and year aforesaid



MILTON F. LEAMAN
Notary Public, Stark County, Ohio
My Commission Expires Sept. 29, 1949

STATE OF _____ day of _____ A. D. 19____
County of _____ before me, a _____ In and for said County
personally appeared the said _____
who acknowledged that _____ did sign and seal the foregoing instrument; and that it is _____ free act and deed
WITNESS my hand and _____ seal, the day and year aforesaid _____ (Seal)
Notary Public, Justice of the Peace

POSTED ON BY CHECKED BY
[Signature]
[Signature]

This lease is hereby cancelled and surrendered this _____ day of _____ 19____

Witness: _____
THE EAST OHIO GAS COMPANY
By _____ Vice President

Supplemental Gas Lease
Strong - 1000000000

No. 55607 Acrd. 150
OIL AND GAS LEASE

Walter E. Loretta Koke
Post Office R. D. Canal Center, O.

To
THE EAST OHIO GAS COMPANY
Cleveland, Ohio

Date July 22 1948
Term 20 years

Located
Jackson - Stark

Received for Record
RECORDED JUL 16 1948
In Stark County Records
Vol. 42 Page 532
J. J. STEWART
Recorder

#34

149767 55603 1720 235
FD-44
SUPPLEMENTAL GAS STORAGE AGREEMENT

THIS AGREEMENT, entered into this 2 day of July, 1948, by and between
WALTER B. BAKER, Coroner, Fenton, Ohio
of B.P. 1, Canal Fenton, Ohio hereinafter called the "LESSOR," and THE EAST OHIO GAS COMPANY, hereinafter called the "LESSEE."

WITNESSETH THAT:

Lessor, in consideration of the sum of One Dollars (\$ 100) in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby agree that the oil and gas lease held by the Lessee on the following described premises, situated in Section Number 10, Union Township, in Franklin County, Ohio, bounded substantially as follows:

North by lands of S. North - Rainey - M. Rohr
East by lands of A. Frank - A. Rohr
South by lands of A. Rohr
West by lands of L. W. Rohr - Jackson - W. W. Rohr

being all the property owned by Lessor in Union Township, containing 150 acres, more or less, shall be and the same hereby is modified and extended to the extent that Lessee shall have the additional right, which is hereby granted and given it, of introducing, injecting, storing and removing gas of any kind, including gas now or at any time hereafter lying under said premises, either through wells now located on hereafter drilled upon said premises or through wells located upon any other premises within the so-called Clinton Sands Area (sometimes referred to as the Red and White Medina Formation), or by any other method or means whatsoever, into, in and from any and all sub-surface sands, formations or reservoirs known as the so-called Clinton Sands underlying said premises, whether such gas is produced or secured on or off the premises, and using for such purpose any well or wells now located thereon, to drill as it may elect, other wells thereon for such purpose, and to install and maintain on said premises such additional equipment and pipe lines on, over and across said premises to convey gas to and from and over said premises, and to use sufficient water from the premises to drill and operate wells and other equipment as may be necessary for such purpose.

TO HAVE AND TO HOLD the said oil and gas lease as herein modified and extended unto and for the use of the Lessee for a term of Ten Years, and so much longer either (1) as gas is being produced, stored, withdrawn, or held in storage by the Lessee, in the sub-surface sands, formations or reservoirs known as the so-called Clinton Sands Storage Area within which these premises are comprehended, or taken or marketed from a well or wells on the said premises; or (2) as oil is found on said premises, or gas is found in sub-surface formations underlying said premises other than the so-called Clinton Sands in paying quantities in the judgment of Lessee; provided, however, that if at the termination of said term either primary or extended there is a well in process of being drilled, then this lease shall continue in force so long as the drilling of such well is continued with reasonable diligence, and so much longer thereafter as oil is found on said premises or gas is found in sub-surface formations underlying said premises other than the so-called Clinton Sands in paying quantities in the judgment of the Lessee.

Provided, however, that this agreement and the oil and gas lease which it modifies and extends shall become null and void and all rights of either party hereunder shall cease and determine unless the Lessee shall, after One year from July 2, 1948, thereafter pay Lessor, as full rental and compensation for the uses of said premises authorized by the oil and gas lease and this agreement, the sum of One Hundred Fifty Dollars (\$ 150.00) per year in quarterly installments, unless Lessee at that time is using any well now on the premises or has drilled any well thereon, for the purpose of introducing, injecting, storing or removing gas into, in and from the sub-surface sands, formations and reservoirs known as the so-called Clinton Sands, in which event the Lessee shall, while such well is being so used, pay Lessor, in lieu of the foregoing rental and compensation, a sum equal to Two Hundred Dollars (\$200.00) per year for each such well, payments to be made quarterly and to begin as of the date of use by Lessee of each such well for said purposes. Should the Lessee thereafter discontinue using any well or wells on said premises for the aforesaid purposes, the rental and compensation for the uses of the premises for the purposes herein stated shall be the amount first above mentioned; provided, however, that in addition to the foregoing rental and compensation Lessee shall pay to Lessor the royalty for oil and gas set forth in the original oil and gas lease, in the event oil is produced from said premises, or gas is produced through wells drilled on said premises from the sub-surface formations underlying said premises, other than the so-called Clinton Sands formations.

All money due hereunder shall be paid or tendered to the Lessor by check made payable to the order of and mailed to WALTER B. BAKER at Rt. 1, P. O. Canal Fenton, Ohio

It is understood and agreed between the parties hereto that the Lessee is under no obligation, express or implied, to drill the premises or in any manner explore the same for oil or gas, but may do so at its option, and Lessor, in consideration of the payments above required of the Lessee, does hereby relieve and release the Lessee from any obligation it may have under the original oil and gas lease as herein modified and extended or any existing offset well agreements to drill the said premises for oil and gas, or to protect the same from drainage because of oil and gas operations on adjacent tracts.

All property placed upon said land by Lessee shall remain its property, with the right in Lessee at any time or times during the term of this lease or afterwards to remove the same.

The privilege of the Lessor to take gas from any well on said premises for use on the premises, as specified in the original oil and gas lease, shall extend to gas stored or to be stored under said premises, as well as to gas produced originally from any well drilled upon said premises, but only to the following extent, to-wit: The first 200,000 cubic feet of gas taken each year shall be free of cost, but all gas in excess of 200,000 cubic feet taken in each year shall be paid for at the current published rates of the Lessee in the town nearest the premises above described, Lessor to lay and maintain the service line and furnish regulators and other necessary equipment at his own expense. This privilege is upon the condition precedent that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas, and shall maintain said service line, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause unnecessary leaks or waste of gas.

No right of forfeiture or rescission of this lease by any default of the Lessor shall obtain to the Lessor without Lessor first giving Lessee thirty (30) days' notice in writing, addressed to it at Cleveland, Ohio, of such default and intention to claim forfeiture or rescission by reason thereof, and the removal by Lessee of any such default within said thirty (30) day period shall operate to deny to the Lessor the right of forfeiture or rescission for such default.

Except as herein specifically modified and extended, all the terms and provisions of the original oil and gas lease covering these premises shall continue in full force and effect between the parties hereto, and all such terms and provisions, and all covenants therein contained, are hereby made applicable to said lease as hereby modified and extended, and shall inure to the benefit of the parties hereto; and all the rights, privileges, covenants and obligations of the parties heretofore shall extend to and be binding upon their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF, the Lessors have hereunto set their hands the day and year first above written.

Signed and acknowledged in the presence of:

Walter Rohm, Lovetta Rohm (Signatures)

RECEIVED FOR RECORD JUL 20 1948 at 9:00 o'clock AM RECORDED JUL 21 1948 in Stark County Records Vol. 1720 Page 235 J. J. NEWCOMER 135

STATE OF Ohio } On this 20th day of July, 1948, A. D., 1948.



before me, a Notary Public in and for said County, personally appeared the said Walter Rohm and Lovetta Rohm, his wife, who acknowledged that they did sign and seal the foregoing instrument and that it is their free act and deed.

WITNESS my hand and notarial seal, the day and year aforesaid. Milton F. Leaman, Notary Public.

STATE OF _____ } On this _____ day of _____, A. D., 194__.

before me, a Notary Public in and for said County, personally appeared the said _____ who acknowledged that they did sign and seal the foregoing instrument and that it is their free act and deed.

WITNESS my hand and notarial seal, the day and year aforesaid. _____ Notary Public.

OP. M. 434 - OHIO WARRANTY DEED

231715

RECORDED FEB 20 1952

Know all Men by these Presents

That, -----WE, WALTER T. ROHR and LORETTA ROHR (Husband and Wife)-----
 for the consideration of -----ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS-----
Dollars (\$ 1.00) received to our full satisfaction of
 -----DELBERT C. ROHR and MILDRED ROHR, R. D. #1, Canal Fulton, Ohio-----

Give, Grant, Bargain, Sell and Convey into the said Grantee s, their heirs and assigns, the following described premises, situated in the Township of Jackson County of Stark and State of Ohio:

book of 147.66

And known as and being a part of the Northwest Quarter of Section 19, Township 11, North, Range 9 West, of the Ohio River Survey, and being more particularly described as follows: Beginning at an iron pin on the west line of Jackson Township and being located north five degrees and forty-seven minutes east (N5° - 47'E) one thousand six and two tenths (1006.2) feet from an iron pin at the southwest corner of the northwest Quarter of said Section 19; thence from this point of beginning continuing along the west line of Section 19 and said Township, north five degrees and forty-seven minutes east (N5° - 47'E) three hundred sixty-one and five-tenths (361.5) feet to an iron pin in the centerline of Township Road No. 356; thence along the centerline of said Road, South fifty-eight degrees and forty-eight minutes east (S58° - 48'E) one hundred forty-six and one tenth (146.1) feet to an iron pin; thence south five degrees and forty-seven minutes west (S5° - 47'W) two hundred ninety-eight and seven tenths (298.7) feet to an iron pin, and thence north eighty-four degrees and thirteen minutes west (N84° - 13'W) one hundred thirty-two (132) feet to the point of beginning, containing an area of one (1) acre, more or less, but subject to all legal highways, and subject to an oil and gas lease to The East Ohio Gas Company, and excepting therefrom all the stone coal underlying said tract of land with the right to prospect for and mine and remove the same therefrom.



Notary Public
 "Deed checked for legal description only"
 Date 2-11-52
 STARK COUNTY ENGINEER
 By *K. G. ...*

has 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 s, their heirs and assigns forever.

And we Walter T. Rohr and Loretta Rohr the said Grantor s, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee s, their heirs and assigns, that at and until the ~~ensuing~~ ^{we are} ~~of these~~ presents, 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 s, their heirs and assigns, against all lawful claims and demands whatsoever

2042 530

for valuable consideration

do hereby certify, witness and forever give claim unto the said Grantee and his heirs and assigns, all the above described premises.

In Witness Whereof, we have hereunto set our hands, the 17th day of September, in the year of our Lord one thousand nine hundred and fifty.

Signed and acknowledged in presence of

John Hamersmith
Agnes Lineman

Walter T. Rohr
Loretta Rohr

State of Ohio, } ss Before me, a Notary Public
Stark County, } in and for said County and State, personally appeared
the above named

WALTER T. ROHR and LORETTA ROHR,

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 Massillon, Ohio, this 17th day of September, A. D. 1950.

Agnes Lineman

AGNES LINEHAN, Notary Public
My Commission Expires Oct. 16, 1962

Notary Public.

(Title to said premises was acquired under deed recorded in Volume 926, page 296 of the Deed Records in the Recorder's Office of Stark County, Ohio.)

231715
Warranty Deed

WALTER T. ROHR
& LORETTA ROHR

BY

AGNES LINEHAN
NOTARY PUBLIC

ENTERED FOR TRANSFER
JAN 11 1952
J. J. NEWCOMER
AUDITOR STARK COUNTY, OHIO

STATE OF OHIO
COUNTY OF Stark

RECEIVED FOR RECORD ON THE
FEB 13 1952
DEED BOOK 926 PAGE 529

J. J. NEWCOMER
Recorder

RECORDERS FEE \$ 1.00
JOHN V. HAMMERSMITH
ATTORNEY AT LAW
OHIO-RECORDERS BUILDING
MASSILLON, OHIO

76-27-1

Winfield & Rodie E. Young
vs
Elias Knopper

This Article of Agreement made and entered into this 27th day of July 1883 between Winfield Young & Rodie E. Young party of the first part & Elias Knopper party of the second part. Witnesseth that the party of the first part agree to lease to the party of the second part the coal on his farm. the top vein or vein now open in Cassburg Township, Stark County, Ohio, and bounded as follows on the north by lands owned by Henry Klapper on the east by lands owned by John Leamon, & Rebb. & Christian Leamy, on the south by lands owned by John Klapper & on the west by land owned by Gregory Braswell, Peter Shattman, & Harvey Wolf, and lease to continue for a period of four years, the party of the second part agree to pay the party of the first part, at the rate of 25 cents per ton for room coal and 14 cents per ton for coal taken out of entries also pay for the same monthly. The party of the first part agree to furnish masts and material for track and posts also give permission of road to public road & party of second part is to keep said coal bank in good order & all ditches & dikes they may see necessary to make, to be free of charge also party of second part is to furnish party of the first -- all the coal for family use free of charge & party of second part is to have all the stack.

Recd for Record Aug 2nd 1883.
at 2.10 a.m.
Recorded Aug 5th 1883.

Winfield S. Young &
Rodie E. Young.

J. W. Barnaby
Recorder.

76-27-1

Henry Sprankle
vs
Hollow Bank Coal Co.

Agreed between Henry Sprankle and the Hollow Bank Coal Company as follows. Also said Henry Sprankle for the consideration hereinafter mentioned does hereby lease to the said Hollow Bank Coal Company the following

lands thence north 8° east with the east line of said land

(20) acres five chains to a clove in the said road. Thence north
 35th west 11th chains to a post in the north line of said
 section No. nineteen (19) thence south 17th east twenty seven rods
 7th perches to the place of beginning containing 28 acres & 7th
 of an acre for the purpose of mining and removing therefrom
 all stone coal lying under or upon the same. Together with a
 right of way across the north east quarter of said section
 No. nineteen (19) thirty (30) feet wide to be located on the east
 side of the orchard lot and mill house and it is agreed and
 the said Hollow Bank Coal Company hereby binds and obliges
 itself to construct and keep in repair during the continuance
 of this lease a good and sufficient board and fence on
 both sides of said Right of Way, and make and keep in repair
 a ditch on both sides of said road from the bridge on the
 main side of the road, the one on the east side deep enough
 to carry the water from the township ditch without obstruct-
 ion. No coal shall be mined which would cause any of the
 buildings now on said premises and should there was
 be mined under the same and damage result to said
 buildings by reason hereof the said Hollow Bank Coal
 Company shall pay the amount of said damage to said
 Sprankle. The fences and ditches above mentioned shall be
 made before said company commences to haul coal over
 said road and they shall also make a bridge over the same
 for the use of said Sprankle to get to his fields and keep
 the same in repair. The said company is to pay one cent per ton
 for all coal other than coal mined from these premises and the
 premises of the Sprankle here transported over said road and for
 every period of time amounting to one year that said road is
 not used for transporting coal the said company shall pay to
 said Sprankle the sum of \$100 Dollars as rent therefor.
 The said company however shall have the right at any
 time to relinquish to said Sprankle their use of said road
 when their obligations in respect to the same shall cease
 and may remove any and all their belongings, and there-
 after shall not deposit any gobbing slack or rubbish on said
 road or upon said premises other than to put the road in
 good shape and keep it so and shall commence mining
 coal on said premises on the first day of October in 1873 or
 as much sooner as they see fit and shall mine coal each
 year sufficient to yield to said Sprankle an income of three
 hundred dollars (\$300) per year at the price hereinafter mentioned
 and for every year that said company shall fail to mine
 such quantity of coal they shall pay to said Sprankle
 the sum of fifty dollars (\$50) as a bonus. This lease shall
 continue as long as there is coal of sufficient quantity, quality
 and under such circumstances as to justify the mining
 thereof and the same shall include the heirs and assigns
 of both parties. But the said company shall not assign this
 lease to any other person or persons without the written consent

of said Sprankel. All coal mined from said premises shall
 be removed therefrom through the coal shaft on the premises
 of S. A. Conrad and in mining the same the room shall
 be driven nine (9) yards wide and pillars three yards thick
 to be left in until said Sprankel gives permission to remove
 them. The price however to be the same as mentioned here-
 in for other coal. For all coal mined from a vein three (3)
 feet thick and over, said company shall pay to said Sprankel
 twenty (20) cents per ton of One Thousand (1000) lbs of screened
 lump & nut coal, and for all coal mined from a vein under
 three (3) feet in thickness ten (10) cents per ton of like
 kind & weight to be weighed at the mine and the said
 Sprankel may keep a check weigh man at any and all times
 at said place of weighing and shall at all reasonable times
 have access by himself or his agent to the books of said Company
 pertaining to the mining & weighing of said coal and the
 said Company shall furnish to him at the end of each
 month or as soon thereafter as it can be got at a written
 statement of the amount of coal mined and removed from
 said premises, but the same shall not be conclusive of the
 amount thereof. Said Company at the end of every three
 (3) months or twenty days thereafter commencing Oct. 1st
 1883 shall settle with said Sprankel and pay to him
 the royalties then due to him according to the price then
 specified and in no case shall it be necessary for the
 said Sprankel to make demands of each quarterly pay-
 ment or be required to demand for the actual amount
 mined and removed from said premises in order to
 sue for the same, any law to the contrary notwithstanding.
 In case the said company shall fail to keep and perform
 any of the stipulations and agreements in this lease to be
 kept and performed by them then and in that event this
 lease shall become null & void provided it is lawfully done
 by said Company and persisted in, in which case the said
 Henry Sprankel may at his option put an end to this lease
 by giving the said company notice of his intention in
 writing and at the time named by him in such notice
 all rights of the said Company under this lease shall
 cease, but they shall remain and be liable for all things
 done before said time. It is also agreed that the United
 Bank Coal Company shall not mine out the coal underlying
 the new barn on the north east quarter of section nine
 town (17) The fences on both sides of the road above
 named shall be the first work done upon the surface of
 said premises by said Company and they shall not have
 the right to drive over the premises until such fences are
 made except for the purpose of making them without
 the permission of said Sprankel. August 25th A. D. 1883.
 Signed sealed and acknowledged by Henry Sprankel
 in our presence

Frank B. Donald,
Deacon Almon,
Witnesses as to
R. R. Rhodes
Sheldon K. Pellis,
Geo. H. Huntington.

Henry Spankel (Seal)
Willow Bank Coal Co. -
By R. R. Rhodes
Pres.

The State of Ohio }
Lawyer's County S.S. } Before me a Notary Public and
for said County this day personally
came R. R. Rhodes President of the
Willow Bank Coal Company the above cases and acknowledged
that he did sign the foregoing instrument, and that the
same is his free act and deed, and the said free act &
deed of said The Willow Bank Coal Company for the
uses & purposes therein set forth, In testimony whereof I
hereunto set my hand and seal notarial at Cleveland Ohio
this 30th day of August 1853.

Sheldon K. Pellis (Seal)
Notary Public
Lawyer's County Ohio

The State of Ohio }
Clark County S.S. } personally appeared before me the under-
signed authority in and for said County
Henry Abraham the who acknowledged the
signing and sealing of the foregoing lease or instrument
of writing to be his voluntary act and deed, and that he
signed and acknowledged the same for the purposes
therein set forth, In witness my hand and seal this 30th
day of August A. D. 1853.

Deacon Almon (Seal)
Notary Public in & for
Clark County Ohio

Recd. for Record Sept. 4th 1853
At 2 o'clock P. M.
Recorded Sept. 14th 1853.

J. H. Wamaly
Recorder

1853, 255
Encumbrance of the same
see Vol. 4, Page 22.

~~Joseph Burget } This agreement made at the City of Cin-
John L. Allright. } cinn in Clark County Ohio this third
day of September 1853 by and between
Joseph Burget of the first part and
John L. Allright party of the second part in witness that
the said party of the first part being the lease named in
and the owner of the undivided (93) one third in interest in
each one and all of the following coal leases or agreements
made to John L. Allright (and one third of said leases
having been transferred by said Allright to said Burget
October 15th 1852) by the following named persons, that he
do say me to be in violation thereof dated September 14th 1851~~

1874 Maria Humbert et al }
To }
1874 Henry Sparskie }

Know all men by these presents that Maria Humbert
& Jacob Humbert her husband Anna Daily & David
Daily husband Elizabeth Lichtnowalter & William Licht-
nowalter husband Galtraine Young & Simon Young

has conveyed the quarter for the consideration of twenty one thousand two
hundred and eight dollars six cents to our full satisfaction of Henry Sparskie
the grantee do give grant bargain sell and convey unto the said grantee his
heirs and assigns the following described premises situated in the Township
of Jackson County of Stark and State of Ohio and known in the north
west quarter of section number (19) Township above (19) and containing
containing one hundred and sixty acres more or less also the western
part divided as follows commencing at the south west corner of the
west quarter of section number (19) and running thence east on the eastern
line of said section 85.50 chains to a stone thence north 71° East 13 chains
thence South 41° West 18 chains to a stone thence South 01° West 67.5 to a stone
thence East parallel with the South line 80.50 chains to a stone thence South
on the line of said quarter section 29.75 chains to the place of beginning
containing ninety seven acres and thirty acres off the north side of the
south west quarter of said section number and being all of said quarter
section owned by Michael Sparskie last and being north of lands in said
quarter sold to large tracts and Henry Sparskie by said Michael Sparskie in
his life time excepting all stone coal or mineral coal on or under said tracts
of lands and the royalty or rent and rights and privileges under them
vested into by and between said Michael Sparskie last part party and
Oran Morris and Charles Friends of Council County Ohio and James L
McMillan of Mapleton Ohio parties of the second part on Jan'y 8 1873 to
the same man or his but subject to all legal incumbrances to use and to hold
the above granted and bargain bargain with the appurtenances there
belonging unto the said grantee his heirs and assigns forever and unto
said grantee do for ourselves and our heirs executors and administrators
covenant with the said grantee his heirs and assigns that at and
until the meeting of these presents we were well seized of the above de-
scribed premises as a good and vendible estate in fee simple and
had 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 will warrant and defend said premises with all appu-
riances thereto belonging to the said grantee his heirs and assigns fore-
ver against all lawful claims and demands whatsoever and as the said
Maria Humbert Anna Daily Elizabeth Lichtnowalter & Galtraine Young wife
of Jacob Humbert David Daily William Lichtnowalter and Simon Young do
testify so we have and force put clause unto the said grantee and his
heirs and assigns all our right and title of donee in the above described premises
in return hereof we demand of our heirs and assigns the vesting day of July
in the year of our Lord one thousand eight hundred and seventy four
Signed sealed and Delivered

in Presence of
John Widmer
H. G. W. York
The State of Ohio
Stark County ss.

Maria Humbert
Jacob Humbert
Anna Daily
David D. Daily
Elizabeth Lichtnowalter
William Lichtnowalter
Galtraine Young
Simon Young

1874
1880

Marie Humbert et al
vs
Henry Sprasckie

Know all men by these presents that Marie Humbert
& Jacob Humbert her husband & David Daily & David
Daily & Maria Elizabeth Lichtner & William Lichtner
Catherine husband & Catherine Young & Simon Young

for husband the grantee for the consideration of twenty five hundred and
thirty eight dollars and no part thereof to our full satisfaction of Henry Sprasckie
the grantee do give grant bargain sell and convey with the said granted his
heirs and assigns the following described premises situated in the Township
of Jackson County of Stark and State of Ohio and known as the north
west quarter of section number (12) Township above (11) and Range nine
containing one hundred and sixty seven acres more or less the said premises
are described as follows commencing at the south west corner of the north
west quarter of section number (12) and running thence east on the eastern
line of said section 50.59 chains to a stone three north 75 East Schaefer
thence South 75 West 18 chains to a stone three north 81 West 57.5 to a stone
thence West parallel with the South line 50.59 chains to a stone thence both
on the line of said quarter section 27.75 chains to the place of beginning
continuing nearly north some also thirty seven off the north side of the
south west quarter of said section number and being all of said quarter
section owned by Michael Sprasckie died and being north of Cascade in said
quarter sold to some heirs and Henry Sprasckie by said Michael Sprasckie in
his life time excepting all stone coal & mineral coal or or under said tract
of lands and the royalty or part and right and privilege under above
entire into by and between said Michael Sprasckie and first party said
David Morris and Charles Brindle of Humble County Ohio and James L
McClurg of Allegheny Ohio parties of the second part on June 1878. be
the same more or less but subject to all legal incumbrances. To have and to hold
the above granted and bargained premises with the appurtenances there
belonging unto the said grantee his heirs and assigns forever and as the
said grantee do for ourselves and our heirs executors and administrators
covenant with the said grantee his heirs and assigns that at and
until the meeting of these presents we were well seized of the above de-
scribed premises as a good and indisputable estate in fee simple and
have good right to bargain and sell the same in manner and form
as above written and that to have and full power all encumbrances
whatsoever and will warrant and defend said premises with the app-
urtenances thereunto belonging to the said grantee his heirs and assigns fore-
ver against all lawful claims and demands whatsoever and as the said
Marie Humbert David Daily Elizabeth Lichtner & Catherine Young wife
of Jacob Humbert David Daily William Lichtner and Simon Young do
herby make these and former grant unto the said grantee and his
heirs and assigns all the right and title of down in the above described premises
in witness whereof we have set our hands and seals to the eighth day of July
in the year of our lord one thousand eight hundred and seventy four

in presence of
John Williams
H. G. Young
The State of Ohio
Stark County

Marie Humbert
Jacob Humbert
David Daily
Elizabeth Lichtner
William Lichtner
Catherine Young
Simon Young

Whereof the parties to this lease have heretofore set their hands the day & year first above written

Wm. W. Brown
Joseph Brantly
H. C. Brown

George Post
C. W. Clark
Henry C. Dehler

Witness my hand & seal of office
this 15th day of May 1875

State of Ohio

Notary Public for said county personally appeared the above named Wm. W. Brown, H. C. Brown & Joseph Brantly Members of Rippe Lodge No. 20, O. S. & Geo. Post, C. W. Clark & Henry C. Dehler Members of Sincampment No. 21, O. S. & who acknowledged that they did sign the foregoing instrument & that the same is their free act & deed
In testimony whereof I have set my hand and official seal this 15th day of May 1875
L. C. Cole Notary Public for said county

Received for Record June 10th 1875

Recorded July 26. 1875 O. L. Mandy Recorder

No 554

Sprankle & Davis
vs
Willow Bank

This Article of agreement made and entered into this thirteenth day of April A.D. 1875 by and between Henry Sprankle & Susan Sprankle, husband & wife Jacob Humbert & Maria Humbert, husband & wife & David D. Daily & Ann Daily, husband & wife & William M. Liechtenwalter & Elizabeth Liechtenwalter, husband & wife & Simon Young & Catharine Young, husband & wife, Parties of the first part, and The Willow Bank Coal Company, Party of the second part (Witnessed) What for the consideration hereinof mentioned, the parties of the first - have leased & by these presents do lease unto the party of the second part the following described premises to wit: The north west quarter of section nineteen (19) in Twp. 10 North & Range 10 East in the County of Stark & State of Ohio; Also thirty acres in the south east quarter of said section also thirty seven acres in the north east quarter of said section all lying west of the road leading from the section to the creek & lying in all two hundred & eighty seven acres more or less for purpose of Mining & removing therefrom all stone coal lying in and upon said premises. Said second parties shall have the right to the exclusive use of one acre of land for their shaft or shafts & further necessary and appropriate buildings and also the use of a strip of land to be located by said Henry Sprankle and said second party through said premises thirty feet in width for a road. The parties of the second part agree to have a mine open and in active operation upon or under said premises within one year from the date of this lease. Said second parties also agree that

Witness my hand & seal of office this 15th day of May 1875

They will not locate any buildings nor shaft nor any part of the opened road within forty rods of the dwelling house upon said lands, nor shall they build nor suffer to be built any house for business upon any part of said premises nor shall they permit business to be done upon any of the fields upon said lands in going to & from said mine. The said second party agrees to build & keep up a good & sufficient fence along both sides of said roads and around said acre of land to be used by said Coal Company, said parties of the second part agrees to pay to the said parties of the first part the sum of twenty five cents (25¢) per ton as royalty for each & every ton of coal of twenty-two hundred pounds as it comes from the mine, mined in under or upon said premises where the vein of said coal exceeds three feet in depth, and the sum of twelve cents (12¢) per ton for each & every ton of the open air weight, where said vein does not exceed three feet in depth. Said second party further agrees to pay to said first parties the sum of Four thousand Dollars (\$4000) per year at least during each & every year they shall continue to mine in under or upon said premises, said payments to begin from & after April 10th 1878 and said statement shall be made upon the first day of every third month from the date of this lease viz upon the fifteenth day of July, October, January, and April in each year from and after the date at which said payments shall begin, at least of which quarterly payments the said second party shall pay to the first parties the sum of One thousand (\$1000) Dollars at least and should the said second party fail in any year to mine sufficient coal at the prices or royalty herein agreed upon so that said royalty will amount to said sum of Four thousand (\$4000) Dollars per year or one thousand (\$1000) Dollars per quarter, the excess of said amounts above the royalty upon coal actually mined shall apply upon coal afterward mined but so as not at any time to reduce the amount quarterly and annual payment to less than the amounts agreed upon as hereinset forth. The said parties of the first part shall have access to the mine, road, tracks and scales of said mine at all reasonable times and shall be permitted at any reasonable time or times to survey said mine and said first parties shall have the privilege of placing & keeping a check weighman at the scales at any time. It is further stipulated & agreed by the second parties to this lease that they will conduct the mining in said mine in a skillful & workmanlike manner and in due and regular particulars as had at the last the pillars can be taken down and removed. It is further agreed by said second parties that they will not assign or in any manner transfer this lease to any other party or parties without the consent in writing of said first parties. It is further stipulated & agreed that the said second party shall pay all taxes upon coal actually removed from said mine. The said first parties reserve the coal under lying five acres of land where the buildings upon said premises now stand for the use of the said Henry Sprankle & to be staked off by said Henry Sprankle. Said second party shall pay to said first parties the sum of two cents per ton for all coal they shall haul or permit to be hauled over under the above described premises from other lands. The rooms in said mine shall be not more than seven yards wide and pillars not less than two nor more than four yards wide; and in mining said second party shall bear in and not shoot over the solid.

further stipulated and expressly agreed that upon default of the second party in making any payment or payments to be come due under this lease at the time the same shall become due or within thirty days thereafter then this lease shall be declared null & void at the option of the first parties and upon demand of said payment or notice to said second party of the intention of said first parties to declare their lease void. It is further stipulated and agreed that in case said second party should cease operating said mine before all mineable coal under said land is removed then said second party shall be liable to said first parties for all damages resulting to said parties on account thereof. It is further stipulated and expressly agreed that upon any violation of any part or stipulations of this lease by said second party said lease shall be null & void at the option of said first parties & said first parties are hereby authorized to proceed by law to collect the money due for any and all times during which said lease shall have been in operation. Provided that in all cases of violation except that relating to default of payments the second party shall have notice of default or violation and shall not be held to the avoidance of said lease until said default or violation shall be repeated or persisted in after said notice. Witness our hands and seals this 14th day of April A.D. 1877

Subst

James Sterling	Henry Sprankle	
James A. Wilson	Susanna Sprankle	
C. S. Sollow	Jacob Humbert	
	Maria Humbert	
	David D. Daily	
	Ann Daily	
	Wm M. Lichtenwalke	
	E. Elizabeth Lichtenwalke	
	Simon Young	
	Catherine Young	
	Willow Bank Coal Co	
	By Robt. R. Rhodes Pres	
	Sec W. Warrington Secy	

State of Ohio } Before me James Sterling a Notary Public in and
 Stark County, ss } for said County personally appeared the above named
 Henry Sprankle & Susanna Sprankle husband & wife & Jacob Humbert
 & Maria Humbert husband & wife & David D. Daily & Ann Daily husband & wife
 & William M. Lichtenwalke & Elizabeth Lichtenwalke husband & wife and
 Robert R. Rhodes President of Willow Bank Coal Company & Joseph
 W. Warrington Secretary of Willow Bank Coal Company who
 acknowledged that they did sign & seal the foregoing instrument & that
 the same was their free act and deed. Witness my hand & official seal
 this 14th day of April A.D. 1877. James Sterling

The State of Ohio } Before me James Sterling a Notary Public in and
 Stark County, ss } for said County personally appeared the above named
 Simon Young and Catherine Young and acknowledged that they did
 sign & seal the foregoing instrument & that the same was their free act
 and deed. Witness my hand & official seal this 14th day of February 1878
 Received for Record James S. 1878
 Recorded July 27th 1878 P.R. Bank Records James Sterling

The State of Ohio }
 County of Tuscarawas }
 Township of Lawrence }
 On this the 10 day of June A. D. 1907, before me, a Notary Public, in & for the said County personally came Mary Hill, — — — — — the above named, who acknowledged the signing sealing & execution of the foregoing instrument to be her free & voluntary act & deed for the uses & purposes therein mentioned & that she is still single, & unmarried, & desires the same may be recorded as aforesaid.

J. C. DeRicks (seal)
 Notary Public, at Bolivar, Ohio.
 Commission expires July 17 1908.

Filed for Record June 24 1907
 at 10 A. M.
 Recorded July 5 1907.

H. H. Jung, Recorder.

#3207.
 #150

The Massillon Coal Mining Co }
 to }
 J. O. Butler et al. }
 This indenture, made this ninth day of April 1907, by & between The Massillon Coal Mining Company, of Cleveland, Ohio, a corporation organized & existing under the laws of the State of Ohio, party of the first part, & J. O. Butler of the City of Massillon, County of Stark & State of Ohio, J. O. Butler, J. O. Butler, both of the City of Akron, County of Summit & State of Ohio, & Alice D. Fackelbaugh, of the City of Massillon, County of Stark & State of Ohio, party of the second part, witnesses that the said party of the first part present owner by assignment of the certain Article of Agreement by & between J. O. Butler, J. O. Butler, J. O. Butler & Alice D. Fackelbaugh & Ridgway Burton Company, dated July 15th 1897, & of all the stone coal rights, mining rights, grants and privileges described in said Article of Agreement, having become convinced that there is not sufficient stone coal in, under, or upon the premises described in said Article of Agreement to warrant profitable mining operations in consideration of the sum of One Dollar & its release & discharge by said party of second part from all obligation & liability under said Article of Agreement, the receipt whereof is hereby acknowledged by the party of the first part, do hereby assign transfer & quit claim all its right title & interest in & to said Article of Agreement together with all the property, rights, mining rights, grants & privileges described therein & do hereby discharge & release in, from, & to the party of the second part, and said party of the second part in consideration of the sum of One Dollar & the assignment, discharge & release to it by said party of the first part of said Article of Agreement & the property, rights, mining rights, grants & privileges described therein the receipt in hereof is hereby acknowledged by said party of the second part, do hereby release & discharge said party of the first part, its successors & assigns from all obligations imposed upon & liability incurred by said party of the first part on its predecessors under and

act & deed that they are fully satisfied & have in the above recited record,
at the same place & official seal at Columbus, Ohio, this 25th day of
June A. D. 1907.

William H. Justice Clerk
County Public

Recd for Record June 25th 07.
at 8 A. M.

Recorded July 5th 1907.

H. H. King Recorder.

(Copy).

#3812
#1.00

Wm. Dammemiller et al. } Lease & Agreement. Made this 15th day of March
to } A. D. 1907, between Wm. William, Augustus, Edward
} & Julius Dammemiller parties of the first part, &
Just Foradar } Just Foradar of Canton O party of the second part,

witnesseth: That the said parties of the first part, do hereby, let & lease to said
party of the second part, the following property, to wit: Being about eighteen and
one-half (18 1/2) feet long & four feet deep & not to exceed eight (8) feet high, along
south side of building occupied by W. D. Caldwell & Co. & Eymour Plumbing Co.
& being same space used now by above shinning shops & about nine feet additional
at one East End of same & being within one foot of west end of first stairway
leading to basement. For the term following, to wit: from & after the first
day of April 1907, to the first day of April 1912, to hold & use as a shinning
parlor, but subject to any regulations or ordinances of City of Canton O. and
any claims by Eymour Plumbing Co. which second party agrees to adjust, but
no interfering signs shall be sold in said property contrary to the laws
of Ohio. That said party of the second part shall, & hereby agrees to pay to said
parties of the first part, the sum of Five Hundred & Fifty Dollars, for said term,
as follows: Two Hundred & Fifty (250) dollars on the first of April of each year in
advance. Second party to have privilege of removing any building erected on above
described tract whenever all the conditions of this contract has been
complied with by him. The above lease is subject to the following conditions &
agreements, that is to say: Said second party shall keep said premises during
said term, & deliver them up at the end thereof, to said parties of the first part,
in as good repair as the same now are, less wear & casualties by the
elements (when without the fault of said party of the second part) excepted, and
shall repair all broken window glass at his own expense. It is expressly stipu-
lated that the demand of payment of rent on the day it becomes due, & the
notice of forfeiture & notice to vacate said premises from the landlord to
the tenant, required by law, are by the second party waived. It is further agreed
that if said second party fails to make any payments hereinbefore provided,
on the day such payment becomes due, or shall fail to keep said property in
repair as aforesaid; or shall commit any waste or cause or permit any unneces-
sary damage to be done the demised premises; or shall use said property for
any other purpose than herein permitted; or shall assign this lease, or

duplicate contract, a good and sufficient warrant deed of the land aforesaid, subject to any mechanic's lien or incumbrances caused by the acts of the second party and subject to the conditions, restrictions, and stipulations herein named, otherwise free from any and all incumbrances save taxes and assessments due and to become due which said second party assumes. And I --- of said --- in consideration of the making of the payment of the second party as herein provided for, and of one dollar to be paid the receipt whereof is hereby acknowledged, consent to the terms of the foregoing contract and bind myself to write in the aforesaid deed and therein release all my right and expectancy of dower in the premises above described to said second party -- heirs or assigns. IN WITNESS WHEREOF WE hereunto set our hands this 10th day of April in the year of our Lord one thousand nine hundred and twelve.

signed and acknowledged in the presence of:
G.L. Nicholas

John C. DeWig
H.S. Gard.

Rec'd for record May 14, 1912
at 6.50
Recorded June 18, 1912.

H.S. McFarren, Recorder.

FACTS
1912
Jacob Butler's Heirs
BY THE ABOVE SAID PARTIES, that was Milton Butler
to
Milton Butler, and Mrs Katherine Faust and Theresa
Butler and Alvin Butler and Earl Butler and Alvin A. Butler, and George
Butler and Rhine Butler and Earl Butler being all the heirs and legatees of Jacob Butler
And, in consideration of twelve hundred dollars to them paid by Jacob Rohr the receipt
whereof is hereby acknowledged, he hereby grants, bargains, sells and conveys to the said Jacob
Rohr his heirs and assigns forever, the following described premises situated in the Town-
ship of Jackson, County of Stark and State of Ohio, and being known as the northwest quar-
ter of section nineteen (19) Township 11 and Range 9 excepting thereupon a tract of ten
(10) acres of land out of the northeast corner of said quarter section, containing
one hundred and fifty acres more or less. Also excepting thereupon all the stone coal
underlying said tract of land with the right to prospect for and mine and use over the same
thereupon except that five acres of said premises in a square form with the buildings
thereon as near the center of said five acres as possible shall be the property of the
grantee herein named. Also a tract of land described as follows: Situate in Jackson Town-
ship, Stark County, Ohio, and being known as being part of the southwest quarter of sec-
tion (16) Township eleven (11) Range nine (9) Beginning at the northeast corner
of said quarter section; thence south along the east line of said quarter section two
20/100 (0.20) chains to a stake in the middle of the Marillion & Follen road thence north
200 feet along the middle of said road three and 75/100 chains to a stake in the north
line of said quarter section, thence east along north line of said quarter section to the
place of beginning, containing 24/100 acre more or less. but both of above mentioned
tracts subject to all legal highways. And of the estate, title and interest of the said
Milton Butler, John A. Butler, Mrs Katherine Faust, Theresa Butler, Alvin
A. Butler, George Butler, Rhine Butler and Earl Butler either in law or in equity, or, in
and to the said premises; Together with all the privileges and appurtenances to the same

belonging, and all the rents, issues and profits thereof; TO HAVE AND TO HOLD the same to the only proper use of the said Jacob Rohr his heirs and assigns forever. And the said Milton Butler, John L. Butler, Mrs Katherine Faust, Theresa Butler, Elmer Butler, Alvan A. Butler, George Butler, Rhine Butler & Earl Butler, for themselves and for their heirs executors and administrators do hereby covenant with the said Jacob Rohr his heirs and assigns that they are the true and lawful owners of the said premises, and have full power to convey the same; that the title so conveyed, is clear, free and unincumbered, and further that they will warrant and defend the same against all claims or claims of all persons whatsoever, except the aforesaid mineral and mining rights. IN WITNESS WHEREOF, the said said grantors together with Ellen Butler, wife of Milton Butler, and Harriet Butler wife of John L. Butler, and Anna Butler wife of Elmer Butler and Cora Butler wife of Alvan A. Butler, and Elva Butler wife of George Butler and Sarah Faust husband of Katherine Faust and Alta Butler wife of Rhine Butler hereby release their right and expectancy of dower in said premises, have hereunto set their hands this 18th day of March in the year of our Lord one thousand nine hundred and twelve.

Signed and acknowledged by Milton Butler and Ellen Butler in presence of:

John C. Rogers,

Signed and acknowledged in presence of:

L.F. Acker witness to act of John Butler &

M.J. Acker / Anna Butler.

L.F. Acker witness to act of Elmer Butler &

M.J. Acker / Elva Butler.

Signed and acknowledged by all parties whose names named grantors in presence of:

J. Warren Richner

R.W. McCauley.

Milton Butler
 Ellen Butler
 Elmer Butler
 Anna Butler
 George Butler
 Elva Butler,
 John L. Butler
 Harriet Butler
 Katherine Faust
 Theresa Butler
 Alvan A. Butler
 Cora E. Butler
 Rhine Butler
 Elta Butler
 Earl Butler.

THE STATE OF OHIO
 COUNTY OF STARK

BE IT REMEMBERED that on the 18th day of March in the year of our Lord one thousand nine hundred and twelve,

before me, the undersigned Notary Public in and for said County personally came Elmer Butler, and Anna Butler husband and wife, the grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act, for the uses and purposes therein contained. IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal on the day and year last aforesaid.

Leonard F. Acker (SEAL)
 Notary Public.

THE STATE OF INDIANA
 COUNTY OF CLINTON

BEFORE ME, John C. Rogers a Notary Public in and for said County and State, on this 18th day of March

1912, personally appeared Milton Butler and Ellen Butler his wife and who acknowledged the execution of the aforesaid deed. Witness my hand and Notarial Seal this 18th day of March 1912.

John C. Rogers (SEAL)
 Notary Public.

My commission expires August 6th, 1914.

THE STATE OF OHIO
STARK COUNTY

BEFORE the undersigned, a Justice of the Peace in and for Stark County, Ohio, personally appeared John L. Butler, Harry Butler, Catherine Faust, Sarah Faust, Teresa Butler, Alvin A. Butler, Cora E. Butler, Rhina Butler, Alta Butler and Earl Butler, grantors in the foregoing deed, and acknowledged the signing of the same to be their voluntary act and deed for the uses and purposes therein stated. IN WITNESS WHEREOF I have hereunto set my hand this 6th day of April A.D. nineteen hundred & Twelve.

J. Warren Richener,
Justice of the Peace.

Rec'd for record May 24, 1912
at 1.25 P.M.
Recorded June 18, 1912.

L. E. McFarran, Recorder.

SIGNS
\$.75

William H. Beans, et al, BY THESE PRESENTS that William H. Beans to Ellen U. McGrath, of Stark County, Ohio, and wife, in consideration of thirteen hundred and seventy five dollars (\$1375.00) to them paid by Ellen U. McGrath her heirs and assigns, do hereby grant, bargain, sell and convey unto said Ellen U. McGrath her heirs and assigns forever the following described land to-wit: to-wit: One Quarter Acre, County of Stark and State of Ohio, and more or less, to-wit: of lot number five hundred and thirty nine (39) in said City of Canton located as follows: (Commencing at the southeast corner of said lot; thence north on the east line thereof fifty (50) feet to the northeast corner of said lot; thence west on the north line thereof a distance of sixty two (62) feet to a point in said north line; thence in a southerly direction to a point in the south line of said lot, the same being a distance of fifty three (53) feet west from the north east corner of said lot; thence east on the south line of said lot said distance of fifty three (53) feet to the place of beginning. And all the estate, title and interest of the said William H. Beans and Clara Beans either in law or equity, in and to the said premises; Together with all the privileges and appurtenances to the same belonging; TO HAVE AND TO HOLD the same to the only proper use of the said Ellen U. McGrath her heirs and assigns forever. And the said William H. Beans and Clara Beans for themselves and their heirs, executors and administrators hereby covenant with the said Ellen U. McGrath her heirs and assigns that they are the true and lawful owners of the said premises and have full power to convey the same, and that the title so conveyed is clear, free and unincumbered, and further, that they will warrant and defend the same against all claims of all persons whomsoever, except all taxes now due or which may hereafter become due all of which premises amount and shall pay. IN WITNESS WHEREOF the said William H. Beans and Clara Beans have hereunto set their hands this 24th day of May in the year of our Lord one thousand nine hundred and twelve.

Signed and acknowledged in presence of:
Joseph M. Blake
Florence Maguire.

William H. Beans
Clara Beans.

#45

Jacob Rohr
Anna Rohr
Hylton T Rohr
Loretta Rohr

Know All Men by These Presents:

That I Jacob Rohr

the Grantor...
for the consideration of eighty five hundred Dollars (\$85,000)
received to me in full satisfaction of Walter T. Rohr and
Loretta Rohr the Grantee...

do Give, Grant, Bargain, Sell and Convey, unto the said Grantee,
the following described premises situated in the Township of Jackson,
County of Stark, and State of Ohio, and to have and to hold unto the said Grantee,
quarter of Section 19, Township 19, Range 9, 2nd
containing thereupon a tract of ten (10) acres of land situate at the
northeast corner of said quarter section containing pre-
sented and fifty acres more or less. Also excepting there-
upon all the stone coal underlying said tract of land with
the right to prospect for and mine and remove the same
therefrom except that five (5) acres of said premises in a square
with the buildings thereon as near as the center of said
five acres as possible shall be the property of the grantee herein.
There is also hereby conveyed a tract of land described as
follows, situated in Jackson Township, Stark County, Ohio, and
being known as being part of the southwest quarter of section
19, Township eleven and range nine Beginning on the north
east corner of said quarter section, thence south along the
east line of said quarter section two & 2/30 chains to a
stake in the middle of the Massillon Fulton road, thence
north 00° west along the middle ground road three & 7/30
chains to a stake in the north line of said quarter section,
thence east along the north line of said quarter section to
the place of beginning containing 2400 acres more or less but not
more than the above mentioned tract subject to all legal liens and
To Have and to hold the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said
Grantee, their heirs and assigns forever and

the said Grantor do for Myself and
my heirs, executors and administrators assent with the said Grantee, their heirs and assigns that of and
until the expiring of these presents, I do hereby warrant and defend said premises, as a good and independent
estate in Fee Simple, and hereunto go and ratify and will the same in the manner and form as above written; that the
same are Free and Clear from all Incumbrances Whatsoever;

and that I will Warrant and Defend said premises, with the appurtenances thereunto belonging, unto the said Grantee, their
heirs and assigns forever, against all lawful claims and demands whatsoever
and for valuable consideration, I, Jacob Rohr
do hereby Remise, Release and Forgive Quiet-Claim unto the said Grantee, and their heirs and assigns all
right and appurtenance of Power in the above described premises
in Witness Whereof, I do hereunto set my hand and seal the 2nd day
of December, in the year of our Lord one thousand nine hundred and twenty six
Signed and Acknowledged in Presence of
Ruth M. Manghey
Alice M. Manghey

THE STATE OF OHIO,
STARK COUNTY
Before me, a Notary Public in and for said County and State, personally appeared the above
named Jacob Rohr and Anna M. Rohr
who acknowledged that they are all sign
and that the same is their free act and deed
in Testimony Whereof, I have hereunto set my hand and official seal this 2nd day of December, A. D. 1926
Received for Record \$15.50 at 10:55 A.M. Jan 29 A. D. 1927
Recorded Feb 3 1927 Recorder's Fee \$ 1.12
Loretta Rohr
Notary Public In and for
County, Ohio
Internal for Transfer Jackson, O. 19 57.

RECORDED

Vol 1913

#46

being intersections of the boundary lines of the right of way herein conveyed, with the last named property line in this description, as shown by plans on file in the office of the Department of Highways, Columbus, Ohio. It is understood that the strip of land above described is not to be in excess of 60 feet in width, except as hereinafter stipulated on sheet ____, and contains 0.93 acres, more or less, of which the present road occupies 0.88 acres, more or less. R. D. #1, Canal Fulton. TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns forever. And the said Grantor, for herself and her heirs, executors and administrators, hereby covenant with the said Grantee, its successors and assigns, that she is the true and lawful owner of said premises, and is lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that he will warrant and defend the same against all claims of all persons whomsoever. And for the consideration aforesaid _____ hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises. IN WITNESS WHEREOF Lottie Daily have hereunto set her hand the 1st day of October in the year of our Lord one thousand nine hundred and twenty-nine.

Signed and sealed in the presence of:

Lester Daily

Lottie Daily

W. C. Lane

State of Ohio, Stark County, ss: Before me, a Notary Public in and for said County and State, personally appeared the above named Lottie Daily, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed. IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Canton, Ohio, this 1st day of October, A. D. 1929.

W. C. Lane (SEAL) Notary Public
W. C. Lane

Received for Record May 13, 1930.

At 10:00 A. M.

Recorded June 9, 1930.

Jeannette Smith, Recorder.

#509887 - \$2.00

Walter and Loretta Rohr

to

The State of Ohio.

Easement for Highway Purposes. KNOW ALL MEN BY THESE PRESENTS:

That W. T. & L. Rohr, the Grantor, for and in consideration of the sum of One no/100 Dollars (\$1.00) and for other good and valuable considerations to _____ paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby

grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Jackson Township, Stark County, Ohio, Section N.W. & S.W. $\frac{1}{4}$ 19, Town - , Range 9, and bounded and described as follows: PARCEL No. 16. Beginning at two points in the property line between said party of the first part and Henry Rohr, which said property line passes through station 80 plus 36.1 in the center line of survey made by the Department of Highways, these points being at the intersection of said property line with the boundary line of the right of way herein bargained, sold and conveyed and the property line between said party of the first part and C. J. Hostetter running thence in a northwesterly direction 3252.9 feet in and through the property of the party of the first part and being, and including, all lands of said party of the first part, lying on the right and left sides and within 30 feet of the center line of said survey to two similarly located points in the property line between said party of the first part and Samuel & O. Knutti, which said property lines pass through station 112 plus 89 in the center line of said survey, said points being the intersections of

the last named property line with the boundary line of the right of way herein conveyed and the property line between said party of the first part and W. T. & L. Rohr, as shown by plans on file in the office of the Department of Highways, Columbus, Ohio. It is understood that the strip of land above described is not to be in excess of 80 feet in width, except as herein-after stipulated on sheet _____, and contains 2.24 acres, more or less, of which the present road occupies 1.27 acres more or less.

Easement for Highway Purposes.

KNOW ALL MEN BY THESE PRESENTS: That W. T. & L. Rohr, the Grantor-, for and in consideration of the sum of One no/100 Dollars (\$1.00) and for other good and valuable considerations to _____ paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Jackson Township, Stark County, Ohio, Section N. W. $\frac{1}{4}$ 19, Town _____, Range 9, and bounded and described as follows: PARCEL NO. 17 Beginning at two points in the property line between said party of the first part and C. J. Hostetter, which said property line passes through station 83 plus 13.9 in the center line of survey made by the Department of Highways, said points being at the intersection of the said property line with the boundary line of the right of way herein bargained, sold and conveyed, and the said center line of survey, and being a strip of land along the left side of said center line of survey; running thence in a northwesterly direction, 30 feet from, and parallel with the said center line of survey, in and through the property of the party of the first part to two similarly located points in the property line between said party of the first part and Samuel & O. Knutti, which said property line passes through Station 112 plus 89 in the center line of said survey, said points being intersections of the last named property line with the boundary line of right of way herein granted and conveyed and the center line of said survey as shown by plans on file in the office of the Department of Highways, Columbus, Ohio. It is understood that the strip of land above described is not to be in excess of 30 feet in width, except as hereinafter stipulated on sheet _____, and contains 8.05 acres, more or less, of which the present road occupies _____ acres, more or less, of which the present road occupies 1.30 acres more or less.

Easement for Highway Purposes.

KNOW ALL MEN BY THESE PRESENTS: That W. T. & L. Rohr, the Grantor, for and in consideration of the sum of Fifty-one no/100 Dollars (\$51.00) and for other good and valuable considerations to _____ paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Stark County, Ohio, Jackson Township Section N.W. $\frac{1}{4}$ 19, Town - . Range 9, and bounded and described as follows: PARCEL NO. 17 X Beginning at a point in the south right of way line at right angles to and thirty (30) feet from station 106 plus 14.8 in the center line of survey made by The Department of Highways; thence, with a curve to the right, same having a radius of eleven hundred seventy-five and ninety-two hundredths (1175.92) feet, and being thirty (30) feet from and parallel to the said center line of survey, a distance of six hundred forty-two and seven tenths (642.7) feet to a point in the property line between Samuel & O. Knutti and W. T. & L. Rohr, said property line being also the line between Jackson and Lawrence Townships; thence, south 5 degrees 44 minutes west along said township line a distance of one hundred eighty-nine and four tenths (189.4) feet to a point, said point being the intersection of the township line and a line tangent to the above mentioned curve at said point of beginning, at right angles to and thirty (30) feet from station 106 plus 14.8 in said center line of survey; thence, south 58 degrees 48 minutes

east along said tangent line a distance of five hundred twenty-nine and ninety-seven hundredths (529.97) feet to the place of beginning. Containing 0.82 acres more or less of which the present road occupies 0.88 acres more or less. as shown by plans on file in the office of the Department of Highways and Public Works, Division of Highways, Columbus, Ohio. It is understood that the strip of land above described is not to be in excess of _____ feet in width, except as hereinafter stipulated on sheet _____, and contains _____ acres, more or less. TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns forever. And the said Grantors, for themselves and their heirs, executors and administrators, hereby covenants with the said Grantee, its successors and assigns that they - the true and lawful owners of said premises, and have lawfully seized of the same in fee simple, and have good right and full power to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that they will warrant and defend the same against all claims of all persons whomsoever. And for the consideration aforesaid _____ hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises. IN WITNESS WHEREOF Walter Rohr and Loretta Rohr have hereunto set their hands the 1st day of October in the year of our Lord one thousand nine hundred and twenty-nine.

Signed and sealed in the presence of:

W. C. Lane

Walter Rohr

Jessie S. Lane

Loretta Rohr

State of Ohio, Stark County, ss: Before me, a Notary Public in and for said County and State, personally appeared the above named Walter Rohr and Loretta Rohr, 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 Canal Fulton, Ohio, this 1st day of October, A. D. 1929.

W. C. Lane (SEAL) Notary Public
W. C. Lane

Received for Record May 13, 1930.

At 10:00 A. M.

Recorded June 9, 1930.

Jeannette Smith, Recorder.

#309858 - \$2.00

Peter S. and Mary Rohr
to
The State of Ohio.

Vol 1013 454
Easement for Highway Purposes. KNOW ALL MEN BY THESE PRESENTS:

That Peter S. Rohr, the Grantor, for and in consideration of the sum of Twenty-two 50/100 Dollars (\$22.50) and for other good and valuable considerations to _____ paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Stark County, Ohio, Jackson Township, Section 3.1. 1/4 19, Town _____, Range 9, and bounded and described as follows: PARCEL NO. 13. Beginning at the south-east corner of Peter S. Rohr's land, said corner being station 48 plus 89.45 at the intersection of the center line tangents, of the center line of survey made by the Department of Highways; thence north 50 degrees 2 minutes west along the property line between G. T. Rohr and Peter S. Rohr, same being also the center of the old road, a distance of three hundred six (306) feet to a point, said point being station 51 plus 45.2 in the said center line of survey; thence, north 48 degrees 32 minutes west along the last named property line, a distance of five hundred fifty (550) feet to a point, said point being north 39 degrees 58 minutes east of and distant fourteen and forty hundredths (14.40) feet from station 56 plus 95.51 in said center

VOL 1309

#47

#460587 \$1.00

W.T. & L. Rohr - 19268-D

Walter Rohr and
Loretta Rohr

We/I, the undersigned Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations received to our/my satisfaction of THE OHIO PUBLIC SERVICE COMPANY, an Ohio Corporation, the Grantee, do hereby give and grant unto the Grantee, its

To

The Ohio Public Service Co.

successors and assigns, an easement and right-of-way as described below for distribution lines for electric current upon and over lands of Grantor situated in the Township of Jackson, County of Stark, and State of Ohio, and being Part of Section 19 therein, which said lands are described as follows:

Bounded on the North by lands now or formerly owned by Melvin & N. Rohr, E.P. Rohr, E.P. and R.A. Frank
Bounded on the East by lands now or formerly owned by H.P. & R.A. Frank, Leo H. Rohr
Bounded on the South by lands now or formerly owned by H.D. Chidester, M. C. Oser
Bounded on the West by lands now or formerly owned by Sam and O. Knutti

The easement herein granted is more definitely described as follows;

The poles shall be located within the limits of State Rd. #236, County Road #364, and #71, as now established and/or as may hereafter established or changed.

The easement and right-of-way herein granted includes the right to enter upon said lands and erect, operate, and permanently maintain thereon the usual fixtures and equipment required, for the distribution of electric current, and the right to trim and keep trimmed any and all trees which may interfere with or endanger the safe and efficient operation of the lines.

TO HAVE AND TO HOLD the said easement and right-of-way to said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, We/I, have hereunto set our/my hand this 13th day of May, 1941.

Signed in the presence of:

Walter Rohr Jackson - 19
Loretta Rohr Stark

Emma Mears

A. R. Mears

STATE OF OHIO, COUNTY OF STARK, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named Walter & Loretta Rohr who, being by me duly sworn, acknowledge the signing of the foregoing easement to be their free act and deed for the giving and granting of the rights therein named, including power, and that they are/is still satisfied therewith.

Witness my hand and official seal this 13th day of May, 1941.

A. R. Mears,
A. R. Mears, Notary Public (SEAL)
My Commission Expires April 4, 1943.

Received for Record May 22, 1941

at 2:10 P.M.

Recorded July 1, 1941.

Frank J. Shisler, Recorder

HK/als

#48

119767
SUPPLEMENTAL GAS STORAGE AGREEMENT

1720 235

THIS AGREEMENT, entered into this 20 day of July, 1948, by and between
WALTER ROHR & LORETTA ROHR HIS WIFE

of Adams Township, Ohio, hereinafter called the "LESSOR," and THE EAST OHIO GAS COMPANY, hereinafter called the "LESSEE"

WITNESSETH THAT:

Lessor, in consideration of the sum of \$100 Dollars (\$100) in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby agree that the oil and gas lease held by the Lessee on the following described premises, situated in Section No. 10, Township of Adams County, Ohio, bounded substantially as follows:

North by lands of WALTER ROHR & LORETTA ROHR
East by lands of WALTER ROHR & LORETTA ROHR
South by lands of WALTER ROHR & LORETTA ROHR
West by lands of WALTER ROHR & LORETTA ROHR

being all the property owned by Lessor in Adams Township, containing 1.50 acres, more or less, shall be and the same hereby is modified and extended to the extent that Lessee shall have the additional right, which is hereby granted and given it, of introducing, injecting, storing and removing gas of any kind, including gas now or at any time hereafter lying under said premises, either through wells now located or hereafter drilled upon said premises or through wells located upon any other premises within the so-called Clinton Sands Area (sometimes referred to as the Red and White Medina Formation), or by any other method or means whatsoever, into, in and from any and all sub-surface sands, formations or reservoirs known as the so-called Clinton Sands underlying said premises, whether such gas is produced or secured on or off the premises, and using for such purpose any well or wells now located thereon, to drill as it may elect, other wells thereon for such purpose, and to install and maintain on said premises such additional equipment and pipe lines on, over and across said premises to convey gas to and from and over said premises, and to use sufficient water from the premises to drill and operate wells and other equipment as may be necessary for such purpose.

TO HAVE AND TO HOLD the said oil and gas lease as herein modified and extended unto and for the use of the Lessee for a term of Ten Years, and so much longer either (1) as gas is being produced, stored, withdrawn, or held in storage by the Lessee, in the sub-surface sands, formations or reservoirs known as the so-called Clinton Sands Storage Area within which these premises are comprehended, or taken or marketed from a well or wells on the said premises; or (2) as oil is found on said premises, or gas is found in sub-surface formations underlying said premises other than the so-called Clinton Sands in paying quantities in the judgment of Lessee; provided, however, that if at the termination of said term either primary or extended there is a well in process of being drilled, then this lease shall continue in force so long as the drilling of such well is continued with reasonable diligence, and so much longer thereafter as oil is found on said premises or gas is found in sub-surface formations underlying said premises other than the so-called Clinton Sands in paying quantities in the judgment of the Lessee.

Provided, however, that this agreement, and the oil and gas lease which it modifies and extends shall become null and void and all rights of either party hereunder shall cease and determine unless the Lessee shall, after One year from July 2, 1948, thereafter pay Lessor, as full rental and compensation for the uses of said premises authorized by the oil and gas lease and this agreement, the sum of One Hundred Fifty Dollars (\$150.00) per year in quarterly installments, unless Lessee at that time is using any well now on the premises or has drilled any well thereon, for the purpose of introducing, injecting, storing or removing gas into, in and from the sub-surface sands, formations and reservoirs known as the so-called Clinton Sands, in which event the Lessee shall, while such well is being so used, pay Lessor, in lieu of the foregoing rental and compensation, a sum equal to Two Hundred Dollars (\$200.00) per year for each such well, payments to be made quarterly and to begin as of the date of use by Lessee of each such well for said purposes. Should the Lessee thereafter discontinue using any well or wells on said premises for the aforesaid purposes, the rental and compensation for the uses of the premises for the purposes herein stated shall be the amount first above mentioned; provided, however, that in addition to the foregoing rental and compensation Lessee shall pay to Lessor the royalty for oil and gas set forth in the original oil and gas lease, in the event oil is produced from said premises, or gas is produced through wells drilled on said premises from the sub-surface formations underlying said premises other than the so-called Clinton Sands formations.

All moneys due hereunder shall be paid or tendered to the Lessor by check made payable to the order of and mailed to Walter Rohr, Adams Township, Ohio, P. O. Canal Bottom, Ohio.

It is understood and agreed between the parties hereto that the Lessee is under no obligation, express or implied, to drill the premises or in any manner explore the same for oil or gas, but may do so at its option, and Lessor, in consideration of the payments above required of the Lessee, does hereby relieve and release the Lessee from any obligation it may have under the original oil and gas lease as herein modified and extended or any existing offset well agreements to drill the said premises for oil and gas or to protect the same from drainage because of oil and gas operations on adjacent tracts.

Walter Rohr & LORETTA Rohr his wife
To
The East Ohio Gas Co.

Dated 7/2/48
R/R 2/20/48 9:00

1720 236

All property placed upon said land by Lessee shall remain its property, with the right in Lessee at any time or times during the term of this lease or afterwards to remove the same.

The privilege of the Lessor to take gas from any well on said premises for use on the premises, as specified in the original oil and gas lease, shall extend to gas stored or to be stored under said premises, as well as to gas produced originally from any well drilled upon said premises, but only to the following extent, to-wit: The first 200,000 cubic feet of gas taken each year shall be free of cost, but all gas in excess of 200,000 cubic feet taken in each year shall be paid for at the current published rates of the Lessee in the town nearest the premises above described. Lessor to lay and maintain the service line and furnish regulators and other necessary equipment at his own expense. This privilege is upon the condition precedent that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas, and shall maintain said service line, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause unnecessary leaks or waste of gas.

No right of forfeiture or rescission of this lease by any default of the Lessee shall obtain to the Lessor without Lessor first giving Lessee thirty (30) days' notice in writing, addressed to it at Cleveland, Ohio, of such default and intention to claim forfeiture or rescission by reason thereof, and the removal by Lessee of any such default within said thirty (30) day period shall operate to deny to the Lessor the right of forfeiture or rescission for such default.

Except as herein specifically modified and extended, all the terms and provisions of the original oil and gas lease covering these premises shall continue in full force and effect between the parties hereto, and all such terms and provisions, and all covenants therein contained, are hereby made applicable to said lease as hereby modified and extended, and shall inure to the benefit of the parties hereto; and all the rights, privileges, covenants and obligations of the parties hereunder shall extend to and be binding upon their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF, the Lessors have hereunto set their hands the day and year first above written.

Signed and acknowledged in the presence of:

Milton F. Leaman

Walter Rohm
Loretta Rohm

RECEIVED FOR RECORD
JUL 20 1948
9:00 o'clock AM
RECORDED JUL 21 1948
in Stark County Records
Vol 1720 Page 235
135

STATE OF Ohio } ss. On this 20th day of
COUNTY OF Stark } July A. D. 1948

Milton F. Leaman Notary Public in and for said County, personally appeared the said
Walter Rohm & Loretta Rohm his wife who acknowledged
that they did sign and seal the foregoing instrument and that it is their free act and deed.

WITNESS my hand and notarial seal, the day and year aforesaid.
MILTON F. LEAMAN
(SEAL) Notary Public, Stark County, Ohio My Commission Expires Sept. 25, 1950
Milton F. Leaman Notary Public.

STATE OF _____ } ss. On this _____ day of
COUNTY OF _____ } _____ A. D. 194_____

before me, a Notary Public in and for said County, personally appeared the said _____
_____ who acknowledged
that they did sign and seal the foregoing instrument and that it is their free act and deed.

WITNESS my hand and notarial seal, the day and year aforesaid.

(SEAL) Notary Public

#21019 -- \$1.25 ✓

Walter Rohr
Loretta Rohr
AND
S. E. Large

OIL AND GAS LEASE

THIS AGREEMENT, Made and entered into this 2nd day of March, A. D., 1943, by and between WALTER ROHR and LORETTA ROHR, hereinafter called the Lessor, and S. E. LARGE of Hebron, Ohio, called the Lessee.

WITNESSETH: That the said Lessor, in consideration of the sum of one dollar, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and of the constituents of either, in and under the lands hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water and to possess, use and occupy so much of said premises as is necessary and convenient in removing the above named products therefrom, by pipe lines or otherwise, for a term of five (5) years and so much longer thereafter as oil, gas, or their constituents are produced in paying quantities thereon, all of that certain tract of land situate in Section No. 19, Township of Jackson County of Stark and State of Ohio, bounded substantially as follows:
On the North by the lands of Melvin Rohr, Herman Frank and Roy Lindsey
On the East by the lands of Leo Rohr
On the South by the lands of Andrew Rohr and Marcellus Oser
On the West by the lands of Samuel Knutti
containing One Hundred Fifty ---- (150) acres, more or less, being all the land owned by Lessor in said Township. It being understood, however, that no well shall be drilled within 300 feet of the barn or dwelling on said premises without the consent of Lessor.

In consideration of the premises the said parties covenant and agree as follows:

Lessee to deliver to the Lessor in tanks or pipe lines one-eighth (1/8) of the oil produced and saved from the premises.

Lessor to receive the 1/8 of the proceeds from the sale of gas from this tract, (at 15¢ per thousand Cu. Ft.) to be paid on or before the 20th of the month following the month in which gas is sold.

Lessee to drill a well on said premises within ten days from this date or pay to Lessor Thirty-seven and 50/100--Dollars (\$37.50) each three months thereafter in advance until such well is drilled or this lease surrendered. If a gas well be completed before the end of the term for which rental has been paid for delay, the unearned portion of said rental shall be a credit on the gas well rental.

Lessee to bury, when so requested by Lessor, all pipe lines used to conduct gas or oil off the premises and to pay all damage to growing crops caused by operations under this lease.

Lessor may lay a line to any gas well on said lands and take gas produced from said well for use for light and heat in one dwelling house on said land, at Lessor's own risk, subject to the use and the right of abandonment of the well by Lessee. The first two hundred thousand cubic feet of gas taken in each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet taken in each year shall be paid for at the current published rates of the Lessee in the town nearest the premises above described and the measurements and regulation shall be by meter and regulators set at the tap on the line. This privilege is upon condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas.

It is agreed that the acreage rentals paid and to be paid, as herein provided, are and will be accepted by Lessor as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well or wells to offset producing wells on adjoining or adjacent premises. Should it be determined that Lessor is not the owner of the entire tract above described then and thereupon Lessor shall receive a proportional amount in accordance with the rentals and royalties for any fraction of the above premises so owned.

Payment of all moneys due on this lease may be made by cash or check, to Walter Rohr; at R. D. 1, Canal Fulton, Ohio.

Lessor agrees that Lessee is to have the privilege of using sufficient oil, gas or water, for fuel, in operating premises and the right at any time to remove any machinery or fixtures placed on said premises and further, upon the payment to the Lessor of one dollar and all amounts due hereunder, said Lessee shall have the right to surrender this lease or any portion thereof by written notice to Lessor describing the portion of the above tract that it elects to surrender or by returning to Lessor the lease with the endorsement of surrender thereon or recording the surrender of this lease on the margin of the record hereof, either of which shall be a full and legal surrender of this lease, to all of said tract or such portion thereof as said surrender shall indicate and a cancellation of all liabilities under same of each and all parties hereto, to the extent indicated on said surrender, and the acreage rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

All covenants and conditions between the parties hereto shall extend to their heirs, executors, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the lands herein described; Lessor further agrees that the Lessee shall have the right at any time to redeem for Lessor or otherwise acquire by payment, any mortgages or any other liens upon the above described lands which in any manner affect the Lessee's interest therein in the event of default of payment by Lessor and be subrogated in full to all the rights of the holder thereof the same as if Lessee were the original owner of said mortgage or lien. Any damages to crops occasioned by drilling well shall be paid by lessee in addition to above payments.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Signed and Acknowledged in the Presence of:

Lee Stout

Walter Rohr (Seal)

W. E. N. Hemperly

Loretta Rohr (Seal)

THE STATE OF OHIO)

STARK COUNTY) SS. Before me, a Notary Public in and for said county and state, personally appeared WALTER ROHR AND LORETTA ROHR, and acknowledged the execution of the within instrument to be their voluntary act and deed.

WITNESS my hand and the seal this 2nd day of March, 1943.

W. E. N. Hemperly

W. E. N. Hemperly, Notary Public

My commission expires Nov. 14, 1944 (Seal)

Received for Record....Mar. 16, 1943

at...3:24 P.M.

Recorded...Apr. 15, 1943

Recorder...Frank J. Shisler

CS/CH

92 540

STATE OF Ohio On this 2nd day of July
 County of Stark before me, a Notary Public
 personally appeared the said Walter Baker & Lucetta Baker, his wife
 who acknowledged that they did sign and seal the foregoing instrument and that it is their free act and deed
 WITNESS my hand and Notarial Seal seal, the day and year aforesaid Milton F. Leaman (Seal)
 Notary Public, Stark County, Ohio
 My Commission Expires Sept. 20, 1942 day of _____, A. D. 19____
 County of _____ before me, a _____ to and for all County
 personally appeared the said _____
 who acknowledged that _____ did sign and seal the foregoing instrument and that it is _____ free act and deed
 WITNESS my hand and _____ seal, the day and year aforesaid _____ (Seal)
 Notary Public, Justice of the Peace



POSTED ON BY CHECKED BY

This lease is hereby cancelled and surrendered this _____ day of _____, 19____

Witness: _____ THE EAST OHIO GAS COMPANY
 By _____ Vice President

Supplemental Gas Lease
Strong 188,230
7/2/40

576033 Area 150
 OIL AND GAS LEASE

Walter & Lucetta Baker
 From Ohio R. D. 1, Canal, L. W. Co.

THE EAST OHIO GAS COMPANY
 Cleveland, Ohio

Date July 2, 1940
 Term 20 years
 Location Jackson, Stark

RECEIVED FOR RECORD
 JUL 16 1940
 RECORDED - JUL 19 1940
 to Stark County Records
 Vol. 12 Page 532
 J. J. NEWCOMB, Recorder

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT, made and concluded in Cassillon, Ohio, this 12th day of September, 1977, by and between Lauren Rohr and Judith M. Rohr, husband and wife; and MARY E. MALLALIEU and HARRY E. MALLALIEU, husband and wife; and LEE SHERMAN MALLALIEU and Helen L. Mallalieu, husband and wife.

WITNESSETH:

By a Warranty Deed from M. C. Osier and Mary E. Osier, husband and wife to Andrew C. Rohr and Reula J. Rohr, husband and wife, Serial Number 70977, signed and acknowledged March 7, 1945, received for record, March 12, 1945 at 2:31 P.M., Volume 2850, Page 306, of the Stark County Deed Records, for the consideration of \$1.00 and other valuable consideration recited as follows:

And known as and being part of the Southwest Quarter of Section 19 in Jackson Township, Stark County, Ohio, and bounded and described as follows: Beginning at the Northwest corner of said quarter section; thence South along the section line, two thousand four hundred eighty-four (2484) feet; thence East, parallel to the South line of said quarter section, one thousand six hundred forty-four and six-tenths (1644.6) feet to a point on the center line of a certain public road; thence North along the center line of said road, two thousand five hundred and one and three-tenths (2511.3) feet to the North line of said quarter section; thence West along the quarter section line, one thousand five hundred and ten (1510) feet to the place of beginning, containing ninety (90) acres, more or less, but subject to all legal highways, coal reservations, if any, of record, and such rights of the users of a land which runs in an easterly and westerly direction across the middle portion of the tract herein conveyed.

RECEIVED FOR RECORD
SEP 13 1977
2:29 o'clock P.M.
RECORDED SEP 14 1977
In Stark County Records
Vol. 4038 Page 62
KATHLEEN E. MOTTS
Recorder Fee \$1.00

This instrument is intended to set forth specifically the rights of interest and egress of Harry E. Mallalieu and Marion E. Mallalieu, husband and wife who are owners of a 61.5 acre farm at the extreme north end of the land referred to in said deed, and the rights of Lee Sherman Mallalieu and Helen L. Mallalieu, husband and wife, owners of a 2.025 acre tract conveyed out of said 61.5 acre tract in September of 1977.

Said rights of interest and egress are intended to follow to the successors, heirs and assigns of any and all parties to the within instrument so as to further utilize the stream and such rights of the users of a lands which runs in an easterly and westerly direction across the middle portion of the tract herein conveyed. No other rights or duties are provisional, other than interest and egress rights for the above parties and their successors, heirs and assigns as specifically set forth above.

A copy of said instrument is to be furnished to all parties herein and same is to be recorded in the Deed Records of Stark County, Ohio, along with a Warranty Deed from Marion E. Mallalieu and Harry E. Mallalieu to Lee Sherman Mallalieu.

I, WITNESS HERETO, the parties hereunto set their hands and seal this 12th day of September, 1977, to wit: at Cassillon, Ohio.

Lee Sherman Mallalieu
Helen L. Mallalieu

1. Lauren Rohr
2. Judith M. Rohr
3. Marion E. Mallalieu
4. Harry E. Mallalieu

WITNESSES TO THE SIGNATURES ON PAGE 1.

James A. Croft as to 1.
James A. Croft as to 2.
William E. Densley as to 3.
Shirley F. Quincy as to 4.
William E. Densley as to 5.
Shirley F. Quincy as to 6.

STATE OF OHIO)
) S.S.
 STARK COUNTY)

Before me, a Notary Public, in and for said County, personally appeared the above named, Laurel Dehr and Judith M. Dehr, husband and wife; Marion E. Mallalieu and Lorne L. Mallalieu, husband and wife; and Lee Sherman Mallalieu and Milton L. Mallalieu, husband and wife, known to me to be the parties described in and who executed the foregoing instrument and acknowledged that they executed the same of their own free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 12th day of September, 1977, at Massillon, Ohio.



William E. Densley
 Notary Public for the State of Ohio
 William E. Densley, Attorney At Law
 Notary Public, State of Ohio
 My Commission has no Expiration
 Enclage 147.03 BC