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 Instr: 201901220002360
 P: 1 of 16 F: \$140.00 1/22/2019
 Rick Campbell 2:29 PM MTGE
 Stark County Recorder T20190001970

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COMMERCIAL OPEN-END MORTGAGE
FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE MORTGAGE

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on January 18, 2019 between the mortgagor(s) Butterbridge Real Estate Management, Ltd., an Ohio Limited Liability Company, whose address is 4330 Butterbridge Rd, North Lawrence, Ohio 44666 ("Mortgagor"), and Farm Credit Mid-America, FLCA whose address is 1601 UPS Drive, PO Box 34390, Louisville, Kentucky 40232 ("Lender"), which is organized and existing under the laws of the United States of America. Mortgagor in consideration of loans extended by Lender up to a maximum principal amount of One Million Five Hundred Sixty-three Thousand Three Hundred Forty-three and 43/100 Dollars (U.S. \$1,563,343.43) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, the land and property described below:

Legal Description: See Exhibit A attached hereto and incorporated herein by reference

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Cost Sharing Solutions LLC, Butterbridge Real Estate Management, Ltd., Daniel Joseph Beers II, Ohio Lazy L Ranch, LTD., Ronald S Beers, and Brandon Allen

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Fabris to Farm Credit Mid-America, FLCA, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness"). More specifically, the Indebtedness includes, without limitation, the following promissory note/loan agreement(s), and any amendments, modifications, or restatements thereof or thereto from time to time:

Promissory note/loan agreement dated January 18, 2019, in favor of Lender in the principal amount of One Million Five Hundred Sixty Three Thousand Three Hundred Forty Three Dollars and Forty Three Cents (\$1,563,343.43) maturing on January 1, 2034.

MATURITY DATE. The Indebtedness, if not paid earlier, shall be due on January 1, 2034.

FUTURE ADVANCES. To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under any note and regardless of whether Lender is obligated to make such future advances, and any protective advances made with respect to the Property for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Property and other costs which Lender is authorized by this Security Instrument, or any note, loan agreement, or any other document or instrument secured by this Security Instrument to pay on Mortgagor's behalf. Provided, however, that the sum of the Maximum Principal Indebtedness plus any additional advances contemplated or permitted by this Security Instrument will not exceed the maximum amount of One Million Five Hundred Sixty Three Thousand Three Hundred Forty Three Dollars and Forty Three Cents (\$1,563,343.43), in the aggregate, exclusive of interest thereon.

WARRANTIES. Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Mortgagor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

Condition of Property. Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including,

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without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

Insurance. Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 30 days notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.

Payment of Taxes and Other Applicable Charges. Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

Financial Information. Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records and files of Mortgagor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

CONDEMNATION. Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

MORTGAGOR'S ASSURANCES. At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

EVENTS OF DEFAULT. The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Mortgagor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor, effect any

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insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

JOINT AND SEVERAL LIABILITY. If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns and successors of Mortgagor.

NOTICES AND WAIVER OF NOTICE. Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Mortgagor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform

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Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Mortgagor waives all appraisement rights relating to the Property to the extent permitted by law.

WAIVER OF DOWER. To the extent each signatory to this Security Instrument possesses them, each signatory relinquishes all rights of dower in the Property.

LENDER'S EXPENSES. Mortgagor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Mortgagor. Mortgagor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

GOVERNING LAW. This Security Instrument will be governed by the laws of the State of Ohio including all proceedings arising from this Security Instrument.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

WAIVER OF JURY TRIAL. All parties to this Security Instrument hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Security Instrument or any other instrument, document or agreement executed or delivered in connection with this Security Instrument or the Related Documents.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

DEFEASANCE. If Mortgagor keeps, observes and performs all of the covenants and conditions of this Security Instrument and pays, or causes to be paid, to Lender all of the Indebtedness owing pursuant to the Related Documents, then this Security Instrument will be void, otherwise it will remain in effect.

ADDITIONAL PROVISIONS.

CROSS COLLATERALIZATION. It is the expressed intent of Mortgagor to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except (i) any obligation existing or arising against the principal dwelling of any Mortgagor, and (ii) any obligation for a closed-end consumer credit transaction offered or extended for personal, family, or household purposes.

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By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood.

Butterbridge Real Estate Management, Ltd.

[Signature] 01/18/19 [Signature] 1/18/19
 By: Daniel J Beers II Date By: Ronald S Beers Date
 Its: Member Its: Member
[Signature] 01/18/19
 By: Brandon A Fabris Date
 Its: Member

BUSINESS ACKNOWLEDGMENT

STATE OF OHIO)
COUNTY OF STARK)

This instrument was acknowledged on the 18th day of January, 2019, by Daniel J Beers II, Member on behalf of Butterbridge Real Estate Management, Ltd., an Ohio Limited Liability Company, who personally appeared before me. In witness whereof, I hereunto set my hand and official seal.

My commission expires: 05/18/2020 [Signature]
STARK residing in STARK County, OH
STARK County, OH

(Official Seal)



BUSINESS ACKNOWLEDGMENT

STATE OF OHIO)
COUNTY OF STARK)

This instrument was acknowledged on the 18th day of January, 2019, by Ronald S Beers, Member on behalf of Butterbridge Real Estate Management, Ltd., an Ohio Limited Liability Company, who personally appeared before me. In witness whereof, I hereunto set my hand and official seal.

My commission expires: 05/18/2020 *Margaretta A Crooks*

STARK residing in
County, OH

(Official Seal)



BUSINESS ACKNOWLEDGMENT

STATE OF OHIO)
COUNTY OF STARK)

This instrument was acknowledged on the 18th day of January, 2019, by Brandon A Fabris, Member on behalf of Butterbridge Real Estate Management, Ltd., an Ohio Limited Liability Company, who personally appeared before me. In witness whereof, I hereunto set my hand and official seal.

My commission expires: 05/18/2020 *Margaretta A Crooks*

STARK residing in
County, OH

(Official Seal)



THIS INSTRUMENT PREPARED BY:
Farm Credit Mid-America FLCA
1844 West State Street
Suite B
Alliance, OH 44601

AFTER RECORDING RETURN TO:
JON BROOKBANK
1844 W State St Suite B
Alliance, OH 44601

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EXHIBIT "A" LEGAL DESCRIPTION**Parcel One:**

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 1 (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 #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 N 05° 29' 58" E, 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 of land now or formerly owned by Ellsworth S. and Cynthia J. Hawthorn as described in Imaging #2001053593;

Thence S 84° 18' 59" E, with the south line of said tract, a distance of 216.44 feet to a point reference by a 5/8" rebar set;

Thence N 46° 16' 34" E, with the east line of said tract, a distance of 223.06 feet to a point referenced by a 5/8" rebar set;

Thence N 11° 11' 26" E, with the east line of said tract, a distance of 398.33 feet to a point referenced by a 5/8" rebar set;

Thence N 50° 17' 06" E, with the east line of said Hawthorn tract, a distance of 67.47 feet to a point referenced by a 5/8" rebar set on the south right-of-way line of State Route 21 (variable right-of-way widths);

Thence Southwestwardly, with the right-of-way line of State Route 21 and on the arc of a curve to the left, having a radius of 2,989.79 feet, a delta angle of 22° 41' 23", a tangent of 599.86 feet, a chord bearing and distance of S 44° 16' 10" E, 1176.27 feet and an arc distance of 1,183.99 feet to a point referenced by a 5/8" rebar set;

Thence S 04° 13' 58" W, distance of 1,153.21 feet to a point referenced by a 5/8" rebar set and being on the north line of a tract of land now or formerly owned by Michael A. Farina as described in Imaging #200204260033746;

Thence N 34° 44' 14" W, with the north line of said Farina tract, a distance of 1,361.67 feet to a point on the east line of said Northeast Quarter of Section 27, said point being referenced by an iron bar found;

Thence S 04° 52' 36" W with the east line of said Section 27, a distance of 522.52 feet to a point referenced by an iron bar found;

Thence N 83° 47' 52" W with the north line of a tract of land now or formerly owned by Mark E. Craemer as described in Imaging #98043835, a distance of 213.39 feet to a point on the centerline of Butterbridge Road NW (Twp. 348, Road Record "A" Page 222-252, 40 feet wide), said point being referenced by a railroad spike set;

Thence N 10° 23' 44" W, with the centerline of said road, a distance of 658.65 feet to a point referenced by railroad spike set;

Thence S 84° 31' 24" E, a distance of 386.85 feet to a point referenced by a 5/8" rebar set and being on the west line of said Northwest Quarter of Section 26;

Thence S 84° 44' 14" E, a distance of 1,830.00 feet to a point referenced by 5/8" rebar set;

Thence N 04° 52' 36" E, a distance of 401.99 feet to a point referenced by a 5/8" rebar set;

Thence N 84° 44' 14" W, a distance of 1,030,000 feet to a point referenced by a 5/8" rebar set and being on the west line of said Section 26;

Thence N 04° 52' 36" E, with the west line of said Section 26, a distance of 496.79 feet to the place of beginning and containing a total of 40.370 acres of land of which 21.875 acres in the Northwest Quarter of Section 26, 14.123 acre in the Southwest Quarter of Section 23 and 4.371 acre in the Northeast Quarter of Section 27 of which 0.303 acre is in Road right-of-way, but subject to all legal highways and any restrictions, reservations or easements of record as surveyed in November of 2002 by Louis C. Duplain, P. S. 5837

The Basis of Bearing for this survey is N 04° 52' 36" E, as the west line of Section 26, the same as shown on a plat of survey by John M. Johanyak (December 1997) and found in the Stark County Auditor Tax Map Office.

Parcel Number 2411266

Parcel Two:

Known as and being parts of the Northeast, Southeast and Northwest Quarters of Section 26 and a part of the Southwest Quarter of Section 23, Township 1 (Lawrence) Range 10 in Stark County, Ohio and also being lands now or formerly owned by Joseph A. and Debra A. Seboit as described in Imaging #2001066180 and #2002009206 of the Deed Records of Stark County, Ohio and described as follows:

Beginning at the Southwest corner of said Southeast Quarter of Section 26, said corner being referenced by a railroad spike found;

Thence S 84° 29' 42" E, with the south line of said Section 26 the same being the centerline of Forty Corners Street N.W. (Twp. 352, road record "B", page 156, 60 feet wide) a distance of 1018.42 feet to a point referenced by a railroad spike found and being the Southeast corner of a tract of land now or formerly owned by Rebecca J. Elledge as described in Imaging #19980001855 and also being the true place of beginning for the tract of land herein to be described;

Thence N 05° 23' 14" E, with the east line of said Elledge tract, a distance of 1,978.00 feet to a point referenced by an iron bar found and being the Northeast corner of said Elledge tract;

Thence N 84° 13' 51" W, with the north line of said Elledge tract, a distance of 1,049.93 feet to a 5/8" rebar set and being on the west line of said Southeast Quarter of Section 26;

Thence N 04° 28' 39" E, with the west line of said Quarter Section, a distance of 674.85 feet to a stone found marking the Northwest corner of said Southeast Quarter of Section 26;

Thence N 05° 01' 01" E, with the west line of said Northeast Quarter of Section 26, a distance of 1,872.37 feet to a point referenced by a stone found 1.11 feet west thereof and also being the Northeast corner of a tract of land now or formerly owned by Michael A. Farina as described in Imaging #200204260033746;

Thence N 84° 44' 14" W, with the north line of said Farina tract, a distance of 1,286.99 feet to a 5/8" rebar set;

Thence N 04° 13' 58" E, a distance of 1,153.21 feet to a point referenced by a 5/8" rebar set and being on the Southerly right-of-way line of State Route 21 (variable widths);

Thence Southeastwardly with the southerly right-of-way line of State Route 21 and on the arc of a curve to the left, having a radius of 2,989.79 feet, a delta angle of 03° 19' 52", a tangent of 86.94 feet, a chord bearing and distance of S 57° 16' 48" E, 173.80 feet and an arc distance of 173.82 feet to a point of tangent, said point being referenced by a 5/8" rebar set;

Thence S 60° 25' 15" E with the southerly right-of-way line of State Route 21, a distance of 306.45 feet to a point referenced by a 5/8" rebar set;

Thence S 61° 55' 15" E, with the southerly right-of-way line of State Route 21, a distance of 801.48 feet to a point referenced by a 5/8" rebar set;

Thence S 53° 23' 58" E, with the southerly right-of-way line of State Route 21, a distance of 155.83 feet to a point referenced by a 5/8" rebar set and being on the west line of said Northeast Quarter of Section 26;

Thence N 05° 01' 01" E, with the west line of said Quarter Section, a distance of 440.13 feet to a point referenced by a stone found and being the Northwest corner of said Northeast Quarter of Section 26;

Thence S 84° 21' 28" E, with the north line of said Section 26, a distance of 301.00 feet to a point referenced by a 5/8" rebar set and being on the Southerly line of a tract of land now or formerly owned by the R.J. Corman Railroad Company as described in Imaging # 95011737 (former Cleveland Lorain & Wheeling Railway);

Thence Southeastwardly with the southerly line of said Corman tract and on the arc of a curve to the left, having a radius of 3,173.00 feet, a delta angle of 15°57' 50", a tangent of 444.92 feet, a chord bearing and distance of S 53° 50' 47" E, 881.21 feet and an arc distance of 884.07 feet to a point of a non-tangent curve;

Thence S 68° 11' 41" E, with the southerly line of said Corman tract, a distance of 1,750.00 feet to a point referenced by a 5/8" rebar set and being on the east line of said Section 26;

Thence S 05° 19' 43" W, with the east line of said Section 26, a distance of 1,938.38 feet to a point referenced by 5" rebar found (Nichols) and being the Southeast corner of said Northeast Quarter of Section 26;

Thence N 84° 14' 14" W, with the south line of said Northeast Quarter of Section 26, a distance, of 1,599.65 feet to a point referenced by a 5/8" rebar found and being the Northwest corner of a tract of land now or formerly owned by David S. and Barbara J. Lovette as described in Imaging #19980013494;

Thence S 05° 23' 14" W, with the west line of said Lovette tract, a distance of 2,652.54 feet to a point referenced by a railroad spike found and being on the south line of said Section 26 and centerline of Forty Corners Street N.W.;

Thence N 84° 29' 42" W, with the south line of said Section and centerline, a distance of 60.05 feet to the true place of beginning and containing a total of 194.220 acres of land of which 0.041 acre is in Forty Corners Street right-of-way, 18.191 acres in State Route 21 right-of-way, 148.806 acres in the Northeast Quarter of Section 26, 20.001 acres in the Southeast Quarter of Section 26, 24.882 acres in the Northwest Quarter of Section 26 and 0.531 acre in the Southwest Quarter of Section 23, but subject to all legal highways and any restrictions, reservations or easements of record as surveyed in September of 2002 by Louis C. Duplain, P.S. 5837.

The Basis of Bearing for this survey is N 04° 52' 36" E as the west line of Section 26, the same as shown on a plat of survey by John M. Johanyak (December 1997) and found in the Stark County Auditors Tax Map Office.

Parcel Number 10008919

Parcel Three

Known as and being a part of the Northwest Quarter of Section 26, Township 1 (Lawrence) Range 10 in Stark County, Ohio and also being lands now or formerly owned by Michael A. Farina as described in Imaging # 2002009208 and #2002016417 of the deed records of Stark County, Ohio and described as follows:

Beginning at the Northwest corner of said Northwest Quarter of Section 26, said corner being referenced by an iron bar found;

Thence S. 04° 52' 36" W, with the west line of said Section, a distance of 1,012.87 feet to a point and being the Southwest corner of a tract of land now or formerly owned by Joseph A. and Debra A. Sebolt as described in Imaging #2001066180, said point being referenced by an iron bar found and also being the True Place of beginning for the tract of land herein to be described;

Thence S. 84° 44' 14" E, with the south line of said Sebolt tract, a distance of 2,648.35 feet to a point on the east line of said Quarter Section, said point being referenced by a stone found 1.11 feet west;

Thence S 05° 00' 52" W, with the east line of said Quarter Section, a distance of 1,387.32 feet to a point and being the Northeast corner of a tract of land now or formerly owned by Rochelle S. Farina as described in Imaging #2000044643;

Thence N 84° 46' 30" W, with the north line of said Farina tract, passing over a 5/8" rebar found at 10.00 feet, a total distance of 2178.35 feet to a point on the centerline of Butterbridge Road (Twp Rd #348, 40 feet wide), said point being referenced by a railroad spike found;

Thence northwestwardly with the centerline of said road and on an arc of a curve to the left, having a Radius of 573.20 feet, a Delta angle of 06° 46' 34", a Tangent of 33.93 feet, a Chord Bearing and Distance of N 30° 40' 29" W, 67.75 feet and an Arc distance of 67.79 feet to a point, said point being referenced by an iron marker found;

Thence N 33° 54' 19" W, with the centerline of said road, a distance of 322.93 feet to a point, said point being referenced by a railroad spike set;

Thence N 32° 56' 44" E, a distance of 410.06 feet to a point on a 7.725 acre tract of land now or formerly owned by Michael A. Farina as described in Imaging # 2002016417, said point being referenced by a 5/8" rebar set;

Thence S 85° 54' 23" E, with said Farina tract, a distance of 714.90 feet to a point, said point being referenced by a 5/8" rebar set;

Thence S 04° 05' 37" W, a distance of 340.84 feet to a point on the southerly line of said Farina tract, said point being referenced by a 5/8" rebar set;

Thence S 85° 54' 23" E, with the southerly line of said tract, a distance of 407.38 feet to a point and being the Southeast corner of said Farina tract, said point being referenced by a 5/8" rebar set;

Thence N 06° 57' 24" E, with the east line of said tract, a distance of 317.83 feet to a point, said point being referenced by a 5/8" rebar set;

Thence N 31° 32' 24" W, with said Farina tract, a distance of 90.27 feet to a point, said point being referenced by a 5/8" rebar set;

Thence N 85° 54' 23" W, and with said Farina tract, a distance of 1,115.13 feet to a point, said point being referenced by a 5/8" rebar set;

Thence S 32° 56' 44" W, with said tract, a distance of 418.18 feet to a point on the centerline of said Butterbridge Road, said point being referenced by a railroad spike found;

Thence N 33° 52' 59" W, with centerline of said Road, a distance of 184.47 feet to a point and being the Southwest corner of a tract of land now or formerly owned by Becky L. Knapp as described in Volume 1218, Page 851 said point being referenced by a railroad spike set;

Thence S 85° 31' 13" E, with the south line of said tract, a distance of 128.61 feet to a point and being the Southeast corner of said Knapp tract, said point being referenced by an iron bar found;

Thence N 24° 37' 41" E, with the easterly line of said Knapp tract, a distance of 135.91 feet to a point, said point being referenced by an iron bar found;

Thence N 07° 04' 39" W, with said Knapp tract, a distance of 97.13 feet to a point, said point being referenced by an iron bar found;

Thence N 07° 08' 14" W, with the east line of said Knapp tract and the east line of a tract of land now or formerly owned by Mark E. Craemer as described in Imaging #98043835, a distance of 177.65 feet to a point and being the Northeast corner of said Craemer tract, said point being referenced by an iron pipe found;

Thence N 79° 21' 04" W, with the north line of said Craemer tract, a distance of 193.55 feet to a point on the west line of said Section, said point being referenced by an iron bar found;

Thence N 04° 52' 36" E, with the west line of said Section 26, a distance of 482.62 feet to the True Place of Beginning and containing 74.187 acres of land, of which 0.264 acre is in road right-of-way and 3.160 acres out of Imaging #2002016419 and 71.038 acres out of Imaging # 2002009208 as surveyed in March of 2002 by Larry P. Beaver, P. S. 8055, but subject to all legal highways and any restrictions, reservations or easements of record

The Basis of Bearing for this survey of N 04° 52' 36" E, as the west line of Section 26, the same as shown on a plat of survey by John M. Johanyak (December 1997) and found in the Stark County Auditors Tax Map Office

Parcel Number 10005452

Parcel Four

Situated in the Township of Lawrence, County of Stark and State of Ohio: 26 NW and 26 SW Lawrence Township;

Known as and being located in part of the southwest Quarter and Northwest Quarter of Section 26, Township of Lawrence, County of Stark, State of Ohio and being part of a tract of land as conveyed to Akron Baptist Temple as recorded in Deed Volume 3113, Page 478 and being further bounded and described as follows:

Beginning at and being the true place of beginning for the tract of land herein to be described, a stone found, being the southeast corner of said Northwest Quarter of Section 26;

Thence south 4° 27' 56" west and with the east line of said Southwest Quarter of Section 26 a distance of 249.03 feet to an iron pin set (all iron pins set being 1/2 inch solid iron bars);

Thence north 84° 46' 30" west a distance of 977.28 feet to an iron pin set;

Thence north 4° 27' 56" east a distance of 140.00 feet to an iron pin set;

Thence north 86° 00' 56" west and passing through an iron pin set at 1079.99 feet, a distance of 1100.00 feet to a railroad spike set, being on the centerline of Butterbridge Road;

Thence north 2° 23' 14" east and with the centerline of said Butterbridge Road a distance of 339.95 feet to a railroad spike set, being the point of curvature for a curve to the left;

Thence continuing with said centerline and along an arc of a curve to the left having a central angle of 29° 30' 13" a radius of 573.20 feet, a chord of north 12° 21' 52" west, 291.91 feet, a arc distance of 295.16 feet to a railroad spike set;

Thence south 84° 46' 30" east and with the south line of a tract of land now or formerly conveyed to T Wigglesworth et al, as recorded in OR Volume 1120, Page 335 and passing an iron pin set at 23.51 feet a distance of 2178.80 feet to a 42" Locust tree, being on the east line of said Northwest Quarter of Section 26;

Thence south 5° 00' 35" west and with the east line of said Northwest Quarter of Section 26, a distance of 484.96 feet to the true place of beginning and containing 32.105 acres of land, more or less, of which 9.044 acres are contained in said Southwest Quarter of Section 26 and 23.061 acres of land are contained in said Northwest Quarter of Section 26, but subject to all legal highways and any and all easements, reservations or restrictions that may be of record pertaining to the above described tract of land as surveyed by Shisler & Associates in December of 1991.

Bearing referenced to south 44° 41' 00" east for the centerline of Orrville Street as recorded in Deed Volume 3113, Page 478.

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

Parcel Number 2410798

Parcel Five:

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

Known as and being a part of the Northwest Quarter and a part of the Northeast Quarter of Section 24, Township 1, Range 10, bounded and described as follows: Beginning at an iron pin, same being the southeast corner of the Northwest Quarter of Section 24; thence North 87° 06' West along the south line of said quarter 752.4 feet to an iron pipe; thence North 3° 30' East parallel to the east line of said quarter 1955.0 feet to an iron pin located in public highway (known as Highway #356), (witnessed by iron pipes 30.0 feet south on line and 25.0 feet north on line); thence South 89° 05' East in said public highway 580.3 feet to an iron pin (at point of intersection in said highway); thence South 81° East 173.4 feet to an iron pin located on quarter section line; thence South 81° East 331.5 feet to an iron pin; thence South 3° 30' West parallel to the west line of said quarter 1921.4 feet to an iron pipe located on the south line of said quarter; thence North 87° 06' West along the south line of said quarter 330.0 feet to an iron pin, the place of beginning, containing 48.62 acres of which 33.94 acres are in the Northwest Quarter and 14.68 acres in the Northeast Quarter

Parcel No. 2612903

Parcel Six:

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

Known as and being part of the southeast part of the Northwest Quarter of Section 24, T-1, R-10 and further bounded and described as follows: Beginning at a stone marking the northeast corner of said quarter, thence westward along the north line of section, 752.4 feet to a marked stone; thence South 2° 23' West parallel with the east line of quarter section 714.7 feet to an iron pin in public road (witnessed by an iron pipe 25 feet north on line, and by an iron pin 30 feet south on line), the same being THE TRUE PLACE OF BEGINNING; thence continuing South 2° 23' West parallel with the east line of quarter 1948.8 feet to an iron pipe on south line of quarter section; thence North 87° 09' West along south line of quarter section 1900 feet to a marked stone marking the southwest corner of quarter; thence North 2° 45' East along west line of section 923.34 feet to a stone; thence South 86° 45' East 986.7 feet to a stone; thence South 86° 27' East 760.0 feet to an iron pipe; thence North 2° 45' East 1041.47 feet to an iron pin in public road (witnessed by an iron pipe 30 feet south on line); thence East in public road 148 feet to an iron pin, the same being the place of beginning, containing 43.45 acres. (Survey by Willard Landis, Registered Surveyor #4425, State of Ohio)

Parcel No. 2600255

Parcel Seven:

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 2863.67 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.

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 S 3° 15' 15" W 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 S 3° 15' 15" W along the Township, Section and Range line of said Quarter Section, a distance of 213.00 feet to a point; thence N 86° 22' 15" W 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 N 20° 23' 15" W along the centerline of said Akron Avenue, a distance of 233.18 feet to a point; thence S 86° 22' 15" E 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 North-east Quarter Section 24, thence S 3° 15' 15" W 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 S 3° 15' 15" W 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 N 20° 23' 15" W with said centerline, a distance of 910.72 feet to a point; thence S 86° 22' 15" E 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 State of Ohio, County of Stark and Township of Lawrence:

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 S 03° 15' 15" W (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 N, ft) N 61° 21' 48" W 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 a 1" bar at the True Place of Beginning of the parcel herein, described;

1) Thence S 03° 15' 15" W, a distance of 347.24 feet (pasting over a 5/8" rebar set at 36.53 feet) to a 5/8" rebar set;

2) Thence N 86° 44' 45" W, a distance of 300.00 feet to a 5/8" rebar set;

3) Thence N 03° 15' 15" E, a distance of 523.97 feet (passing over a 5/8" rebar set at 485.67 feet) to a railroad spike set;

4) Thence S 56° 14' 34" E 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

OPEN END-MORTGAGE DEED

WHEREAS, Futuregen, LLC, an Ohio limited liability company, previously loaned the sum of Five Hundred Thousand Dollars (\$500,000.00) to Crystal Lake Holding, Ltd., an Ohio limited liability company pursuant to that certain Cognovit Note dated July 28, 2022 executed by Crystal Lake Holding, Ltd. in favor of Futuregen, LLC;

WHEREAS, Richard T. Kiko, Jr. and Peter Kiko previously loaned an additional sum of Five Hundred Thousand Dollars (\$500,000.00) to Crystal Lake Holding, Ltd., an Ohio limited liability company, pursuant to that certain Cognovit Note and Loan Agreement dated January 15, 2023 executed by Crystal Lake Holding, Ltd. in favor of Richard T. Kiko, Jr. and Peter Kiko;

WHEREAS, Lafayette Holding Partners, Ltd. holds title to the Premises (as defined below) solely in order to secure that certain Cognovit Note and Loan Agreement dated March ~~23~~, 2023 executed by Crystal Lake Holding, Ltd. in favor of Lafayette Holding Partners, Ltd.;

KNOW ALL MEN BY THESE PRESENTS, that Lafayette Holding Partners, 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 is 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: Crystal Lake Ave NW, Canal Fulton, OH 44614 and 10015 Lafayette Drive NW, Canal Fulton, OH 44614, containing approximately 322.6 acres and being Parcel Nos. 1601697, 1630560, 1601633, and 10014444, 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.

The conditions of this deed are such that, whereas the said Mortgagor has executed and delivered to Mortgagee those certain Promissory Notes as described above, 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 Mortgagee, its 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 Note 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 Note 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.

This Mortgage Deed shall be subordinate to that security interest in the Premises granted by Crystal Lake Holding, Ltd. in favor of Mortgagor of even date herewith and evidenced by that certain Cognovit Note and Loan Agreement dated March 23, 2023 executed by Crystal Lake Holding, Ltd. in favor of Lafayette Holding Partners, Ltd.

WHEREOF, the said Mortgagor has hereunto set its hand this 22nd day of March, 2023.

LAFAYETTE HOLDING PARTNERS, LTD.

By: Russell T. Kiko, Jr.
Its: Russell T. Kiko, Jr., Authorized Member

STATE OF OHIO, Columbiana COUNTY) ss:

Before me, a Notary Public in and for said County and State, personally appeared the above-named Lafayette Holding Partners, Ltd. by Russell T. Kiko, Jr., its Authorized Member, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

WHEREOF, I have hereunto set my hand and official seal at Salem, Ohio, this 22nd day of March, 2023.

Karen A. Bell
Notary Public



Karen A. Bell
Notary Public, State of Ohio
My Commission Expires 10-24-2026

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

EXHIBIT A

Parcel 1601697

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

Known as and being part of the Southwest Quarter of Section 19, Township 11, Range 9, described as follows:

Beginning for the same at an iron pin at the Southeast corner of the Southwest Quarter of Section 19;

Thence North 4 deg. 30' East with the East Quarter Section Line a distance of 1347.4 feet to an Iron pin at the Southeast corner of A. Rohr property, said iron pin shall be known as the true place of beginning for the tract herein described:

(1) Thence continuing North 4 deg. 30' East with the Quarter Section line a distance of 30 feet to an iron pin;

(2) Thence North 85 deg. 0' West parallel to the South line of A. Rohr property a distance of 1130.67 feet to a point in the center of Crystal Lake Avenue (T-354) (witnessed by an iron pin 22.53 feet East on the North property line);

(3) Thence South 1 deg. 53' West with the center of said road a distance of 30.04 feet to a point (witnessed by an iron pin 22.53 feet East on the South property line);

(4) Thence South 85 deg. 0' East a distance of 1129.3 feet to true place of beginning and containing 0.78 acres more or less.

Reserving Unto the Grantors all rights in and to oil and/or gas which may be found in or under the above described premises. Also granting unto the Grantors the right and use of the above described premises for roadway purposes and for the purpose of ingress and egress from Grantor's premises which adjoins said roadway.

Grantee agrees to make appropriate provisions by use of culverts with a minimum diameter of 12 inches so as to allow for the natural flow of water through the above described premises.

Crystal Lake Ave NW

Canal Fulton, Ohio 44614

Parcel 1630560

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

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;

(1) Thence South along the section line 2484 feet;

Thence East, parallel to the South line of said quarter section, 1644.6 feet to a point on the center line of a certain public road;

(2) Thence North along the center line of said road 2501.3 feet to the North line of said quarter section;

(3) Thence West along the quarter section line 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 lane which runs in an Easterly and Westerly direction across the middle portion of the tract herein conveyed.

Excepting from Parcel No.1630560.

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

And being part of the Southwest Quarter of Section 19, (T-11, R-9);

Beginning at a railroad spike found on the intersection of the North line of said Section 19, and the centerline of Crystal Lake Avenue, N.W., a 45 foot public right of way (per County Field Book, 406, Pages 63-66);

Thence South 01 deg. 27' 00" West along the centerline of said Crystal Lake Avenue, a distance of 148.27 feet to a railroad spike set and the true place of beginning:

(1) Thence continuing South 01 deg. 27' 00" West along the centerline of said Crystal Lake Avenue, a distance of 210.00 feet to a railroad spike set;

(2) Thence North 88 deg. 33' 00" West a distance of 290.00 feet to a 1/2 inch iron bar with cap set (passing over a 1/2 inch iron bar with cap set on the Westerly right of way line of said Crystal Lake Avenue at 22.50 feet);

(3) Thence North 01 deg. 27' 00" East a distance of 210.00 feet to a 1/2 inch iron bar with cap set;

(4) Thence South 88 deg. 33' 00" East a distance of 290.00 feet to a railroad spike set and the true place of beginning (passing over a 1/2 inch iron bar with cap set on the Westerly right of way line of said Crystal Lake Avenue at 22.50 feet).

The above described tract of land encloses and comprises part of tract that was conveyed to Lauren and Judith M. Rohr by a deed recorded in Volume 3505, Page 203 Stark County Deed Records and contains 1.398 acres as surveyed by Ronald P. Dohy, P.S. #6178 of Hammontree and Associates, Limited, Engineers and Surveyors of North Canton, Ohio in July of 1990.

Subject to an easement of 22.50 feet for roadway purposes.

5095 Crystal Lake Ave NW

Canal Fulton, Ohio 44614

Parcel 1601633

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

And known as and being part of the Southwest quarter of Section 19, Jackson Township, and bounded and described as follows:

Beginning at a point 947.4 feet North of the Southeast corner of said quarter;

(1) Thence North along the East line of said quarter 1547.5 feet to an iron pin on the center line of a certain public road;

(2) Thence Northwest along the center line of said road 270.0 feet to a point on the North line of said quarter.

(3) Thence West along the North line of said quarter 990.0 feet to the center line of a certain public road;

(4) Thence South along the center line of said road 1727.5 feet to a point 948.25 feet North of the South line of said quarter;

(5) Thence East 1123.72 feet to the place of beginning.

The above described tract contains approximately 45.6 acres, be the same more or less, but subject to all legal highways;

Exception No. 1 from Parcel No.1601633.

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

And known as and being part of the Southwest Quarter of Section 19 in said Township, and beginning the description for the same at an iron pin on the East line of said Quarter 947.4 feet North of the Southeast corner of said Quarter.

(1) Thence North 85 deg. West, 1109.0 feet to an iron pin on the center line of a certain public road;

Thence North 1 deg. 53' East along the center line of said road 400.0 feet to an iron pin;

(2) Thence South 85 deg. East 1129.3 feet to an iron pin on the East line of said Quarter, and

Thence Southward along the Quarter line 400.0 feet to the place of beginning, and containing 10.28 acres of land, more or less, but subject to all legal highways, leaving 35.32 acres of land in the tract hereby described.

Exception No. 2 from Parcel No. 1601633.

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

And known as and being part of the Southwest Quarter of Section 19, Township 11 and Range 9, and further described as follows:

Beginning for same at an iron pin at the Southeast corner of the Southwest Quarter of Section 19;

Thence North 4 deg. 30' East with the East Quarter Section Line a distance of 1347.4 feet to an iron pin at the Southeast corner of A. Rohr property, said iron pin shall be known as the true place of beginning for the tract herein described;

(1) Thence continuing North 4 deg. 30' East with the quarter section line a distance of 30.0 feet to an iron pin;

(2) Thence North 85 deg. 00' West, parallel to the South line of A. Rohr property, a distance of 1130.67 feet to a point in the center of Crystal Lake Ave. (T-354), (witnessed by an iron pin 22.53 feet East on the North property line);

(3) Thence South 1 deg. 53' West with the center of said road a distance of 30.04 feet to a point (witnessed by an iron pin 22.53 feet East on the South property line);

(4) Thence South 85 deg. 00' East a distance of 1129.3 feet to the true place of beginning and containing 0.78 of an acre, more or less; all subject to oil and gas leases and easements of record, and subject further to all legal highways, the same being applicable to all of the tracts herein conveyed.

Leaving 34.54 acres in Parcel No. 1601633.

Crystal Lake Ave NW

Canal Fulton, Ohio 44614

Parcel 10014444

Tract No. 1

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

And known as and being a part of the Northwest Quarter and a part of the Southwest Quarter of Section 19, Township 11 Range 9, more particularly bounded and described as follows:

Commencing at an iron pin at the Northwest corner of the Northwest Quarter of Section 19;

(1) Thence South 5 deg. 47' West along the West line of said Quarter Section 900 feet to an iron pin;

(2) Thence South 60 deg. 22' East 138.35 feet to an iron pin;

Thence South 20 deg. 55' West 213.4 feet to an iron pin in the centerline of Akron Avenue;

(3) Thence North 28 deg. 55' West; in Akron Avenue, 124.21 feet to an iron pin in the West line of said Quarter Section and in the centerline of Akron Avenue;

- (4) Thence South 5 deg. 47' West along the West line of said Quarter Section 225.1 feet to a point in the centerline of Lafayette Drive;
- (5) Thence South 58 deg. 48' East along the centerline of Lafayette Drive 146.1 feet to a point; Thence South 5 deg. 47' West 298.7 feet to an iron pin;
- (6) Thence North 84 deg. 13' West 132.0 feet to an iron pin in the West line of said Quarter Section;
- (7) Thence South 5 deg. 47' West along the West line of said Quarter Section 1006.2 feet to an iron pin at the Southwest corner of the Northwest Quarter of Section 19;
- (8) Thence South 84 deg. 31' East along the South line of said Quarter Section 1510 feet to a point in the centerline of Crystal Lake Avenue;
- (9) Thence North 2 deg. 37' East 659.82 feet along the centerline of Crystal Lake Avenue to an iron pin at the intersection of the centerline of Crystal Lake Avenue and Lafayette Drive;
- (10) Thence South 58 deg. 48' East along the centerline of Lafayette Drive 392.2 feet to the point of curve of a curve bearing to the right;
- (11) Thence along the arc of said curve a distance of 432.2 feet to the point of tangent of said curve, the chord of said curve bears South 52 deg. 19' East 431.42 feet, said curve has a radius of 1909.86 feet and a tangent distance of 217.1 feet;
- (12) Thence South 45 deg. 50' East 415.8 feet to a point in the South line of said Quarter Section and in the centerline of Lafayette Drive;
- (13) Thence South 84 deg. 31' East along the South line of said Quarter Section 196.3 feet to an iron pin at the Southeast corner of the Northwest Quarter of Section 19;
- (14) Thence North 5 deg. 14' East along the East line of said Quarter Section 1662 feet to the Southeast corner of a parcel conveyed to H. Krockner as recorded in Volume 1679, Page 488 to 490 of the Deed Records of Stark County,
- (15) Thence North 60 deg. 23' West along the Southerly line of said Clocker parcel 510 feet to a point;
- (16) Thence North 3 deg. 56' East along the West line of said Krockner parcel, 767 feet to a post in the North line of said Quarter Section;
- (17) Thence North 84 deg. 07' West along the North line of said Quarter Section 2210 feet to the point of beginning and containing 144.6 acres in the Northwest Quarter of Section 19. Exception No. 1 from Parcel No.10014444.

Known as and being a part of the Lauren R. and Judith M. Rohr, Trustees 134.94 acres Parcel 8, Tract 1 recorded in IMG 2009-01-05-0000331 and being located in the Northwest Quarter of Section 19, Jackson Township (T-11, R-9), Stark County, Ohio, bounded and described as follows:

Beginning for reference at JAC-091, a Stark County Disk Monument found marking the Northwest corner of the said Quarter Section and being the True Place of Beginning of the tract herein described; Thence

- 1. South 87 deg. 51' 09" East, 2231.30 feet along the North Section line and Grantors' North line to a Broemsen capped bar found at Grantors' Northeast corner and the Northwest corner of Dale B. Rohr's 10 acres Part 1 of Parcel 1601639 recorded in IMG 2017-07-18-0029941; Thence
- 2. South 02 deg. 09' 49" West, 766.99 feet along Grantors' East line and the West line of said Rohr's 10 acres tract to a Broemsen capped bar found at an Angle Point in said common line; Thence
- 3. South 64 deg. 50' 03" East, 523.85 feet along said common line to a Broemsen capped bar found at the Southeast corner of said Rohr 10 acres Parcel and being on the East line of said Northwest Quarter Section; Thence
- 4. South 02 deg. 08' 33" West, 692.41 feet along the East Quarter Section and Grantors' East line to a Point on the North line of Rose Hill Villas Allot. Recorded in IMG 2005-01-20-

0004019 and witnessed by a 1/2 inch Iron bar found 0.18 feet West of Quarter Section line; Thence

5. North 87 deg. 50' 03" West, 457.80 feet along the North line of said Rose Hill Villas to an H&A capped bar found at the Northwest corner of said Villas; Thence

6. South 02 deg. 09' 22" West, 769.17 feet along the West line of said Villas to a Point at the Southwest corner of said Villas and being on the centerline of Lafayette Drive (SR-236), a 60 feet wide right-of-way per ODOT Plan SH (ICH) 71 Sections B and C sheet 2 of 5 and recorded in D.V. 1013 Pages 452-454 and passing over a Cooper capped bar found 50.15 feet from said centerline;

Thence

7. North 49 deg. 22' 10" West, 75.93 feet along said centerline and Grantors' South line, to a PK/MAG Nail set at a Point of Curvature in said centerline; Thence

8. 432.22 feet along a curve to the Left in said centerline defined by a Radius of 1909.86 feet, a Central Angle of 12 deg. 58' 00" and a Chord Bearing and Distance of North 55 deg. 51' 10" West, 431.30 feet to the Point of Tangency in said centerline; Thence

9. North 62 deg. 20' 10" West, 666.30 feet along the centerline of said SR-236 to a PK/MAG Nail set at a Point of New Division; Thence

10. North 27 deg. 39' 50" East, 365.00 feet along a New Division line to a #5 rebar bearing a cap imprinted Nichols 7349 set (as do all #5 rebars set) at a Point of New Division and passing over a #5 rebar set 30.00 feet from said centerline; Thence

11. North 62 deg. 20' 10" West, 700.00 feet along a New Division line to a #5 rebar set at a Point of New Division; Thence

12. South 27 deg. 39' 50" West, 365.00 feet along a New Division line to a PK/MAG Nail set on the centerline of said SR-236 at a Point of New Division and passing over a #5 rebar set 30.00 feet from said centerline; Thence

13. North 62 deg. 20' 10" West, 662.70 feet along the centerline of said SR-236 and the Original centerline of Lafayette Drive as shown in said ODOT Plan to a Railroad Spike set on the West Township and Section line and being Grantors' West property line; Thence

14. North 02 deg. 11' 20" East, 223.74 feet along the West Township and Section line and Grantors' West line to a PKIMAG Nail set at the Southwest corner of Nancy J. Cleaver, Trustee's 0.465 acres tract recorded in IMG 2005-12-21-0085045; Thence

15. South 34 deg. 30' 48" East, 120.52 feet along the South line of said 0.465 acres tract to a PK/MAG Nail set at the Southeast corner thereof; Thence

16. North 16 deg. 51' 42" East, 213.40 feet along the East line of said 0.465 acres tract to a 5/8 inch iron bar found at the Northeast corner of said 0.465 acres tract and passing over a 3/4 inch pinched pipe found at 26.44 feet; Thence

17. North 66 deg. 13' 25" West, 135.60 feet along the North line of said 0.465 acres tract to a #5 rebar set on Grantors' West line and said West Township and Section line; Thence

18. North 02 deg. 11' 20" East, 900.00 feet along Grantors' West line and said West Township and Section line to the True Place of Beginning.

The above described tract contains 96.135 acres of land of which 2.169 acres are within said Lafayette Drive and Akron Avenue rights-of-way as surveyed by Nichols Field Services, Inc. under the supervision of Jerry L. Nichols, Registered Professional Surveyor #7349 in July of 2021, and is subject to all legal highways and easements of record. The basis of bearings for this document is Grid North using SCGRS Monuments JAC-091, JAC-092 and JAC-093.

Tract No. 2

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

And known as and being a part of the Northwest Quarter and a part of the Southwest Quarter of Section 19, Township 11, Range 9, more particularly bounded and described as follows;

Commencing at an iron pin at the Northeast corner of the Southwest Quarter of Section 19; Thence South 5 deg. 14' West along the East line of said Quarter Section 157.00 feet to a point in the centerline of Lafayette Drive;

(1) Thence North 45 deg. 50' West along the centerline of Lafayette Drive 252.3 feet to a point in the North line of said Quarter Section;

(2) Thence South 84 deg. 31' East along the North line of said Quarter Section 196.3 feet to the point of beginning and containing 0.34 of an acre in the Southwest Quarter of Section 19.

Tracts 1 and 2 are combined for a total of 144.94 acres.

The conveyance of the above land is made subject to coal reservations heretofore established in the chain of title and oil and gas lease dated July 2, 1948 given by Loretta and Walter Rohr to The East Ohio Gas Company and recorded in Lease Record Volume 92, Page 539 in the Stark County's Recorder's Office and Supplemental Gas Storage Agreement dated July 2, 1948 given by Walter and Loretta Rohr to The East Ohio Gas Company and recorded in Volume 1720, Page 235 in the Stark County Recorder's Office.

The above grantor hereby sells, assigns and transfers to the grantee, their heirs and assigns, all her right, title and interest in and to the above named gas lease and supplemental gas storage agreement. Be the same more or less, but subject to all legal highways.

Exception No. 2 from Parcel No. 10014444.

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

And being part of the Northwest and Southwest Quarters of Section 19 (T-11, R-9);

Beginning at a 1 1/2 inch iron pipe found at the Southeast corner of said Northwest Quarter and the true place of beginning;

(1) Thence South 04 deg. 00' 42" West along the East line of said Southwest Quarter, 156.67 feet to a 1 inch iron bar found (passing over a 1/2 inch iron bar with H & A cap set on the North right-of-way line of Lafayette Drive, having a 66 foot public right-of-way 42.19 feet from the centerline);

(2) Thence North 47 deg. 26' 37" West along the centerline of said Lafayette Drive, 585.11 feet to a point;

(3) Thence North 04 deg. 04' 28" East, a distance of 769.40 feet to a 14 inch iron bar with H & A cap set (passing over a 1/2 inch iron bar with H & A cap set on the North right-of-way line of said Lafayette Drive, 42.16 feet from the centerline);

(4) Thence South 85 deg. 55' 32" East a distance of 457.85 feet to a 1/2 inch iron bar found;

(5) Thence South 04 deg. 04' 28" West along the East line of said Northwest Quarter, 976.82 feet to a 1 1/2 inch Iron pipe found and the true place of beginning (passing over a 1/2 inch iron bar found at 751.82 feet).

The above described tract of land encloses and comprises part of a tract now or formerly owned by Lauren & Judith Rohr as recorded in Volume 3047, Page 280 of the Stark County Deed Records and contains 10.000 acres, of which 9.644 acres are in the Northwest Quarter and 0.356 acres are in the Southwest Quarter, as surveyed by Charles F. Hammontree of Hammontree & Associates, Limited, Engineers and Surveyors of North Canton, Ohio in October of 1997.

Leaving 38.805 Acres Total in Parcel No. 10014444.

The Basis of Bearings for this description is North 04 deg. 04' 28" East the East line of the Northwest Quarter of Section 19 from a deed recorded in Volume 455, Page 187 of the Stark County Deed records.
Subject to a 33 foot public right-of-way off the entire South line for roadway purposes.
100015 Lafayette Drive NW
Canal Fulton, Ohio 44614

1.7.7

#104786-\$1.00
I. R. B. \$6.50
Arthur H. Foltz, et al,
to
Albert J. Paul.

Know All Men by these Presents, That We, Arthur-
Foltz and Evelyn Foltz, husband and wife, and
Kathryn Foltz, Edith Foltz and Henry S. Foltz,
all unmarried, the Grantors, for the consideration
of One Dollar (\$1.00) received to our full sat-
isfaction of Albert J. Paul, 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 as and being a part of the southwest quarter of section number nineteen (19), of
Township eleven (11), and Range nine (9), of said Stark County, bounded as follows: Begin-
ning at the north west corner of said quarter section, and running thence eastwardly along
the quarter section line, to the center line of the public highway, running from Millport
to the Mason and Canal Fulton road; thence southerly along the center line of said road
to the south line of said Quarter Section; thence westwardly along said quarter section
line to the southwest corner thereof, and thence northerly along the said quarter section
line to the place of beginning, containing about ninety (90) acres of land. Excepting and
reserving all the stone coal, in, upon or underlying said tract of land, with the right to
prospect therefor and mine and remove the same, excepting however from said reservation
five (5) acres of coal underlying the house and barn on said tract of land, for the use of
the purchasers thereof, and for the support of the buildings located thereon. It is the
intent and purpose of this deed to convey to the grantee all such right, title and interest
as the grantors have in and to all of that part of said quarter section lying west of the
center line of the public road running north and south through said quarter section, includ-
ing all coal underlying said premises. Said grantors on like consideration hereby give,
grant, bargain, sell and convey unto the said grantee, his heirs and assigns forever a part
of the northwest quarter of section number thirty (30) of said township number eleven (11),
(Jackson), and range number nine (9), bounded by beginning at the stone at the northwest
corner of said section number thirty (30), and running thence south sixty six and one fourth
(66 $\frac{1}{4}$) degrees east on the north line of said section twenty five and eleven hundredths (25.
11) chains to the center line of the above described public road; thence in the center of
said road, south 30' W. 9.71 $\frac{1}{2}$ chains; thence north 66 $\frac{1}{4}$ ° W. on a line parallel with the north
line of the section, twenty five and one half chains to the west line of said section, and
thence north three and one half (3 $\frac{1}{2}$) degrees east on the west line of said section, nine
and seventy one hundredths (9.71) chains, to the place of beginning, containing twenty (20)
acres of land, be the same more or less, but subject to all legal highways. TO HAVE AND TO
HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said
Grantee, his heirs and assigns forever. And we, the said Grantors, do for ourselves and our
heirs, executors and administrators, covenant with the said Grantee, his heirs and assigns,
that at and until the sealing of these presents, we were well seized of the above described
premises, as a good and indefeasible estate in FEW 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 as above noted, and that we will WARRANT and DEFEND said
premises, with the appurtenances thereto belonging, to the said Grantee, his heirs and
assigns, against all lawful claims and demands whatsoever except as above noted. And for
valuable consideration We, Evelyn Foltz and Henry S. Foltz do hereby remise, release and
forever quit-claim unto the said Grantee, his heirs and assigns, all our right and expectancy
of Every description in the above described premises. In Witness Whereof, we have hereunto

twenty-four.

Signed and acknowledged by Edith Folts
in the presence of
R. W. McLaughley
R. J. Krisher

Arthur H. Folts
Evelyn Folts
his
Henry J. Folts
mark
Edith Folts
Kathryn Folts

Signed and acknowledged by the other
Grantors in presence of
R. W. McLaughley
John G. Bohner

STATE OF OHIO Before me, a Notary Public in and for said County and State, person-
Stark County, ally appeared the above named Arthur - Folts, Evelyn Folts, Kathryn
Folts, Edith Folts and Henry J. Folts who acknowledged that they did sign the foregoing
instrument and that the same is their free act and deed. In testimony whereof I have
herewith set my hand and official seal, at Massillon, Ohio, this 22nd day of March, A.D.
1924.

R. W. McLaughley (Seal)
Notary Public.

Received for Record April 12, 1924.
At 11:30 A. M.
Recorded May 20, 1924.

Jeanette Smith--Recorder.

#19441b-3.v0

I. R. S.----

Arthur A. Ballou,
to
Margaret M. Ballou.

Know all Men by these Presents That, I, Arthur
A. Ballou, the Grantor, for the consideration
of One Dollar, (\$1.00) received to my full
satisfaction of Margaret M. Ballou, wife of
grantor, the Grantee, do give, grant, bargain,
sell and convey unto the said Grantee, her
heirs and assigns, the following described premises, situated in the City of Canton,
County of Stark and State of Ohio: And known as and being part of lots number eighty-
eight hundred and fifty-eight (8858) and eighty-eight hundred and fifty-nine (8859) in
said City of Canton, Ohio as numbered upon the corrected schedule of lots in said City
beginning for the same at a point in the line of said lot #8859 ninety (90) feet east-
wardly from the north-west corner of said lot; thence eastwardly with the north line of
said lot thirty-seven and sixty-nine hundredths (37.69) feet to the north-east corner of
said lot; thence southwardly with the east line of said lots No. 8859 and 8858 eighty-one
(81) feet to the south east corner of said lot No. 8858; thence westwardly with the south
line of lot 8858, thirty-seven and sixtysix hundredths (37.66) feet; thence northwardly
parallel with the west line of said lot to the place of beginning. Reserving however,
the right to use for driveway purposes a strip of ground (four) (4) feet wide off the
south side of said Lot #8858. 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, her heirs and assigns forever. And I, the said Grantor,
do for myself and my heirs, executors and administrators, covenant with the said Grantee,
her heirs and assigns, that at and until the sealing of these presents, I am well seized

265018

See Release Record Vol. 9 Page 159

#53

AGREEMENT. Made this 24 day of August, A. D., 1927, by and between

Marcellus C. Cess & Mary C. Cess his wife of Canal Fulton, The East Ohio Salt Co., Ohio, hereinafter called the Lessor, and hereinafter called the Lessee.

WITNESSETH, That the said Lessor, for and in consideration of the sum of \$2350 Dollars 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 unto the said Lessee for the sole and entire purpose of drilling and operating for oil and gas, and all the constituents thereof, and of laying pipe lines, and of building tanks, stations and structures thereon and thereon, to procure, take care of and transport the said products, with the right to remove, at any time, all apparatus, fixtures and machinery placed thereon, all that certain tract of land, situated in Jackson Township, Section No. 19, in Stark County, Ohio, bounded substantially as follows: North by lands of Jacob Leung, Public Highway, East by lands of Topo Survey, South by lands of A. Paul, West by lands of containing 90 acres, more or less.

No well shall be drilled within 500 feet of the present buildings, unless both parties consent thereto. To have and to hold the same unto and for the use of the Lessee upon the following terms and conditions: IN CONSIDERATION OF THE PREMISES, the said Lessee covenants and agrees to deliver to the credit of the Lessor, as royalty, free of cost, in the pipe line to which the wells drilled by the Lessee may be connected the equal one-eighth part of all oil produced and saved from said leased premises, at the Lessee's option to pay to the Lessor an amount equal to the market price of such one-eighth royalty oil based on the market price for oil of like grade and gravity prevailing on the date such oil is run into the pipe line or into storage tanks.

If gas only is produced, the Lessee agrees to pay as royalty two hundred dollars (\$200.00) each year, payments to be made quarterly, for the gas from each gas well drilled on said premises the product from which is extracted and used off the premises, or which the Lessee elects by payment of royalty to treat as a producing well, but all gas in excess of one 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, 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.

This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the said Lessee for a term of twenty years and as much longer as all or gas for their constituents is or are found on said premises in paying quantities in the judgment of the Lessee, provided however, that if at the termination of the 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, as of oil or gas or their constituents is or are found on said premises in paying quantities in the judgment of the Lessee. Provided, however, that this lease shall become null and void and all rights of either party hereunder shall cease and determine unless a well be commenced on the premises within 3 months from the date hereof, or unless the Lessee shall thereafter pay at the rate of \$100.00 per acre for each year, payments to be made quarterly, until the commencement of said well. It is further agreed that if the said well is drilled and proves to be a dry hole, a second well shall be commenced within one year from the completion of said dry well unless the Lessee, beginning with the expiration of such year, shall pay at the rate of \$100.00 per acre for each year thereafter, until the commencement of a second well. Likewise, until a producing well is drilled, if said second or any subsequently drilled well should prove to be a dry hole, another well shall be commenced within one year after the completion thereof, unless, beginning with expiration of said year, the said delay rental be paid until another well be commenced. A dry hole or well shall be deemed to be a completed well which does not produce oil or gas in commercial quantities in the judgment of the Lessee. If a well shall be commenced before the end of any period for which rental has been paid for delay, the unearned portion of said rental shall be credited to Lessee upon any royalty or well rental for said well.

If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided another well shall be commenced within one year from the date of such cessation, or provided the Lessee begins with the expiration of such year begins or resumes the payment of delay rentals in the manner and amount hereinafter provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause in the prosecution of such operation and if production results therefrom then so long as oil or gas or their constituents is or are found on the leased premises for the commencement of drilling the well. A well shall be deemed to have been commenced under this lease when preparations have been begun upon the leased premises for the commencement of drilling the well. There shall be no duty upon Lessee to drill an offset well unless written demand therefor shall be made on it by Lessor and then only if during the term of this lease there should be drilled on adjoining property and within three hundred feet of any line of the leased premises a well producing as much as twenty barrels of oil per day for a period of thirty consecutive days, or an average of five hundred thousand cubic feet of gas into the line for a period of thirty consecutive days after such gas well has been connected with a gathering line, so to which well an offset has not already been or is not then being drilled; in which event Lessee agrees that it will within ninety days after such proving of such well, or within sixty days after the receipt of such written demand, whichever is later, begin and prosecute the drilling of an offset well on the leased premises; provided, however, that the Lessee shall have the option in lieu of drilling such offset well to surrender all or the leased premises except twenty-five acres of land around each producing well and each well drilled hereunder, such land to be designated by Lessee in as near a square form as is practicable; provided, however, that if the leased premises be of an area of twenty-five acres or less and producing well thereon shall be deemed to be an offset well full compliance of any and all obligations to offset wells upon adjoining premises. It is further provided that Lessee, in lieu of the drilling of any such offset well to a well producing gas in the amount aforesaid on an adjoining property, may pay to Lessor a well rental of two hundred dollars per year so long as said gas well on adjoining property produces into the line an average of five hundred thousand cubic feet of gas per day.

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 Marcellus C. Cess at Canal Fulton, Ohio, or by deposit to the Lessor's credit in the Ohio Merchants Trust Co. Bank at Massillon, Ohio, or its successors, and the said named person of the said bank and its successors or both as the Lessor's agent or agents, and shall continue as the depository of any and all sums payable under this lease regardless of changes in ownership in said land or in the oil or gas or their constituents or in the rentals or royalties to accrue hereunder. Such deposits with said depository may be made by check mailed or delivered within the respective quarterly periods. In case the Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid to said Lessor only in the proportion to which his interest bears to the whole and undivided fee.

No change of ownership in the land or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessee either by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment or by the receipt of such original instrument of assignment 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 shall be payable to the owner or owners upon whose respective parcel the producing well is located, and there shall be no obligation upon the Lessee to offset wells on separate tracts into which the leased premises may be divided by sale, devise or otherwise, and the drilling of a well or the existence of a producing well to offset wells on separate tracts into which the leased premises may be divided by sale, devise or otherwise, and the drilling of a well or the existence of a producing well to offset wells on separate tracts shall have the same effect by way of exhausting payment of delay or acreage rentals and otherwise, as though the premises had not been divided. It is agreed, however, in the event this lease shall be assigned as to a part or to parts of the above described lands, this lease shall be treated as severable and as though there were separate and distinct leases covering the respective parts or parts, and if the holder or owner of any such part or parts of the leased estate shall fail or default in the payment of the proportionate part of the rent due from him or them or in the performance of any other obligations hereunder such failure or default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said land as to which the said Lessee or any assignee hereof is not in default hereunder.

It is agreed that said Lessee, throughout the duration of this lease, may drill or not drill on said land, as Lessor may elect, and that the consideration and rentals paid, and the land rentals or royalties which may hereafter be paid, constitute adequate compensation for such privilege. Lessee shall be deemed to have accepted and agreed to the above terms and conditions, and the award of such three persons shall be final and conclusive.

Lessee agrees that Lessee is to have the privilege of using sufficient oil, gas and/or water for operating on said premises, and further, upon payment to the Lessor of one (\$1.00) dollar and all rentals and royalties due hereunder to date of surrender, said Lessee shall have the right to surrender this lease or any portion thereof by written notice to the 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 Lessor describing the portion of the above tract that it elects to surrender, or any of which shall be a full and legal surrender of this lease as 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 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 does for himself, his heirs, executors, administrators and assigns, covenant with the Lessee, its successors and assigns, that he has a good and indefeasible estate in fee simple to the above described premises, and that he will warrant and defend the rights, interests and estate herein conveyed against all claims and demands whatsoever, and agrees that the Lessee shall have the right at its option at any time to pay any mortgages, or other liens on said premises, or default of payment thereof by Lessor, and the Lessee covenants thereupon to reimburse and pay to the Lessee the amount or amounts so paid with interest; and it is mutually covenanted and agreed that the entire amounts so paid by the Lessee for the Lessor hereunder are and shall always be a first and best lien upon all the interest of the Lessor in said premises.

It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter of the agreement, 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 and seals. Signed and acknowledged in the Presence of: J. W. Hershey, J. W. Williams, Marcellus C. Cess, Mary C. Cess. (Seal) (Seal) (Seal) (Seal)

STATE OF Ohio On this 31 day of August, A. D., 1927. County of Stark before me, a Notary Public, personally appeared the said Marcellus C. Cess and Mary C. Cess 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, this 30th day of August, 1927. J. W. Herwin (Seal) Notary Public, Justice of the Peace.

Assign Rev. Vol. 2 Page 578. See Release Record Vol. 9 Page 159. See Release Record Vol. 9 Page 159.

WARRANTY DEED # 70977-11/5/62 2d Vol. 2858 pg 306. *Erasmus*

#59949 FROM
 M. C. OSER
 MARY E. OSER
 TO
 ANDREW C. ROHR
 BEULAH ROHR

KNOW ALL MEN BY THESE PRESENTS:
 That I, M. C. OSER
 the Grantor
 for the consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS
 (\$ 1.00) received to my full satisfaction of
 ANDREW C. ROHR and BEULAH ROHR (husband and wife)

do Give, Grant, Bargain, Sell and Convey unto the said Grantees, their heirs and assigns,
 the following described premises, situated in the Township of Jackson
 County of Stark, and State of Ohio, and known as-

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 (2501.3) 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, con-
 taining 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 lane which runs in an Easterly and Westerly
 direction across the middle portion of the tract herein conveyed.

To Have and to Hold the above granted and bargained premises, with the appurtenances there of
 the said Grantee & their heirs and assigns forever. And I, M. C. Oser
 the said Grantor, do for myself
 and my heirs, executors and administrators, covenant with the said Grantee & their
 heirs and assigns that at and until the sealing of these presents, I am 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 the manner and form as above written:
 that the same are Free and Clear from all Incumbrances whatsoever:

except the taxes and assessments due and payable in December, 1945, and thereafter, which the
 Grantees herein assume and agree to pay,

and that I will Warrant and Defend said premises, with the appurtenances thereunto belong-
 ing, to the said Grantee & their heirs and assigns forever, against all lawful claims and demands whatsoever.
 except as above noted. And for valuable consideration I, MARY E. OSER (wife of the said M. C. Oser),

do hereby Remise, Release and Forever Quit-Claim unto the said Grantee & their heirs and assigns all my
 right and expectancy of Dower in the above described premises.
 In Witness Whereof, we have hereunto set our hands the 7th
 day of March, in the year of our Lord one thousand nine hundred and forty-five
 Signed and acknowledged in presence of
 Agnes Linohan
 John V. Hammersmith
 M. C. Oser
 Mary E. Oser

THE STATE OF OHIO, STARK COUNTY, ss.
 Before me, a Notary Public in and for said County and State, personally appeared the above named
 M. C. OSER AND MARY E. OSER

who acknowledged that he did sign 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 at Massillon, Ohio
 this 7th day of March, A. D. 1945.

John V. Hammersmith, Notary Public,
 John V. Hammersmith
 for the State of Ohio Notary Public
 My Commission expires April 17, 1946

Transferred Mar. 12, 1945 (BY)
 Received Mar. 12, 1945 at 2:31 P. M.
 Recorded Apr. 9, 1945.
 Recorder's Fee, \$.90 I. R. S. \$ 11.55

J. J. Newcomer Recorder

(SEAL)

oo

55

R/W 90-83

14
P649880-6160

035223

90-M-369

KNOW ALL MEN BY THESE PRESENTS:

That Lauren & Judith Rohr, Husband and Wife

the Grantor(s), claiming title by virtue of instrument recorded in Volume 3405,

Page 203 of the Stark County Records, 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, together with the rights and privileges hereinafter set forth, for lines for the distribution of electric current, including communication facilities, in, under and across the following described premises:

Situated in the ~~City~~/Township of Jackson, County of Stark,

State of Ohio, and being part of the SW Qtr of Section 19 T-11, R-9 and containing 90.000 acres.

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

A strip of land ten (10) feet in width along, outside and parallel to the westerly limits of Crystal Lake Ave. NW (T.R. 354) commencing at a point approximately one thousand six hundred fifty (1650) feet south of the centerline of Lafayette St. NW (S.R. 236) (said point also coinciding with an existing Ohio Edison Co. pole #2425/42); thence continuing in a northerly direction for a distance of approximately five hundred eighty (580) feet to a point; thence continuing in a westerly direction along Grantors' driveway for a distance of approximately two hundred fifty (250) feet to a point of termination.

Grantors' right to use of the right of way area is restricted to the grade established prior to the installation of such fixtures necessary for the underground distribution of electric current and no change in said grade may be made without approval of Grantee. If said change in grade requires change or relocation of Grantee's facilities, such change or relocation shall be at the expense of Grantor.

RECORDED THIS DATE
JANET WEIR CREIGHTON
STARK COUNTY RECORDER

90 SEP 27 PM 3: 12

FEE 10.00

INDEX	5
DESCR	5
DATE	
BY	KAH

TRANSFER NOT NECESSARY
SEP 27 1990
WILLIAM B. BOWMAN
AUDITOR STARK COUNTY
mak Deputy

In addition to said easement and right of way, the following rights are hereby granted to Ohio Edison Company:

- (1) To install, construct, inspect, operate, replace, repair, patrol, maintain and remove in, under and along said right of way across said premises such cables, wires, pipes, conduits, service pedestals, above-surface and sub-surface transformers, transformer pads, service hand-holes and other usual fixtures and appurtenances as may by Grantee be deemed necessary or become necessary for or in connection with the underground distribution of electric current, including communication facilities;
- (2) To enter and pass on, over and across any part of said lot(s) when reasonably necessary for access to and from said right of way, and to use the premises parallel to and adjoining the boundaries of said right of way for piling dirt and for the operation of apparatus, appliances and equipment in exercising any of its rights enumerated herein;
- (3) To trim, cut and remove at any and all times any trees, limbs, roots, underbrush or other obstructions within or near said right of way which may in the judgment of the Grantee interfere with, limit access to or endanger transformers, service pedestals, cables or their appurtenances, or their efficient operation;
- (4) To install, construct, inspect, operate, replace, repair, patrol, maintain and remove in, under and along said right of way and within the street limits cables, wires, pipes, conduits, street light standards and other usual fixtures and appurtenances as may by Grantee be deemed necessary or become necessary for or in connection with the operation of street lights.

Grantor(s) reserve(s) the right to use the right of way area, but only for the purpose of planting grass, flowers and ornamental shrubbery and subject to Grantee's rights enumerated herein. In the event Grantee digs up the right of way or a portion thereof, or otherwise uses the right of way for any of the purposes herein enumerated, which requires the removal of said flowers or shrubbery, Grantee shall exercise ordinary care in removing and replanting them but will not assure the continued life of the flowers or shrubbery so removed and replanted.

The easement and rights herein granted are subject to the equal rights of other utilities in that portion of said premises which is designated on the plat of _____ Allotment as "_____ foot easement for utility purposes."

TO HAVE AND TO HOLD the said easement, rights and right of way and its appurtenances unto said Grantee, its successors and assigns, forever; and the Grantor(s) represent(s) that they is/are the owner(s) of the above-mentioned premises herein described.

IN WITNESS WHEREOF, Lauren & Judith Rohr has/have executed this easement this 31st day of July, 19 90.

SIGNED IN THE PRESENCE OF:

1. [Signature]
witness
2. [Signature]
witness

Lauren Rohr
Lauren Rohr
Judith M. Rohr
Judith Rohr

This instrument was prepared by KATHY J. KOLICH Attorney at Law

STATE OF OHIO }
COUNTY OF Stark } SS:

The foregoing instrument was acknowledged before me this 31st day of July, 19 90 by Lauren & Judith Rohr, Husband and Wife, Grantor(s).

SEAL

[Signature]
Notary Public
KENNETH W. OWENS
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES JULY 7, 1993

THIS SPACE RESERVED FOR RECORDER'S STAMP

56

VOL 4038 PAGE 62

27896

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 L. MALLALIEU and HERMAN S. 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 Beulah Rohr, husband and wife, Serial Number 70377, 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 recites 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 northeast 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 (2501.3) 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 easements 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
at 2:28 o'clock P.M.
RECORDED SEP 13 1977
In Stark County Records
Vol. 4038 Page 62
KENNETH E. MOULTON
Recorder

This instrument is intended to set forth specifically the rights of ingress and egress of Helen L. Mallalieu and Herman S. Mallalieu, husband and wife, to and egress 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, egress of a 2.227 acre tract conveyed out of said 61.5 acre tract in September of 1977.

Said rights of ingress and egress are intended to follow to the successors, heirs and assigns of any and all parties to the aforesaid instrument so as to further amplify the phrase, 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 envisioned, other than ingress 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 Helen L. Mallalieu and Herman S. Mallalieu to Lee Sherman Mallalieu.

I, WITNESS HERIN, 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. Mary Lu Mallalieu

page one

4

WITNESSES TO THE SIGNATURES ON PAGE 1.

James A. Craft as to 1.
James A. Craft as to 2.
William T. Dowsley as to 3.
Shirley F. Dowsley as to 4.
William T. Dowsley as to 5.
Shirley F. Dowsley as to 6.

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

Before me, a Notary Public, in and for said County, personally appeared the above named, Laurel Dohr and Judith M. Dohr, husband and wife; Marion C. Mallalieu and Lamm L. Mallalieu, husband and wife; and Lee Sherman Mallalieu and Helen 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. Dowsley
 Notary Public for the State of Ohio
 William E. Dowsley, Attorney At Law
 Notary Public, State of Ohio
 My Commission has no Expiration
 Exempt 147.03 BC

#57

Know all Men by these Presents

That,

I, ANDREW C. ROHR

the Grantor

for the consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS-----
received to my full satisfaction of

----- LAUREN ROHR and JUDITH M. ROHR-----
10015 Lafayette Drive, N.W., Massillon, Ohio

the Grantees, do

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

TRACT I. 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 2484 feet; thence East, parallel to the South line of said quarter section, 1644.6 feet to a point on the center line of a certain public road; thence North along the center line of said road 2501.3 feet to the North line of said quarter section; thence West along the quarter section line 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 lane which runs in an Easterly and Westerly direction across the middle portion of the tract herein conveyed.

TRACT II. And known as and being a 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; thence westerly along the south line of said section, 1654 feet to the southwest corner of said section; thence northerly along the west line of said section 173 feet; 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 (6½) acres of land, more or less. EXCEPTING 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; thence North 1 degree 46 minutes West with the center of said street, a distance of 174.20 feet to an iron pin; thence North 86 degrees 00 minutes West and parallel to the south section line, a distance of 625.00 feet to an iron pin; thence South 1 degree 46 minutes East, a distance of 174.20 feet to an iron pin on the south section line; 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.

TRACT III. 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 86½ degrees East on the North line of said Section 1656.26 feet to the center line of a certain public road; thence in the center of said road South 30 minutes West 521.4 feet; thence North 86½ degrees West on a line parallel with the North line of the Section 1683 feet to the West line of said Section; thence North 3½ 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 17, to all of which reference is hereby made.

8005

TRACT - II - 19 P. 54 - 6.50 AC
T-354
LEWIS
SPURT (C)
2.49 AC

1901-3405 PAGE 204

TRACT IV. And known as and being part of the southwest quarter of section 19, Jackson Township, and bounded and described as follows: Beginning at a point 947.4 feet north of the southeast corner of said quarter; thence north along the east line of said quarter 1347.5 feet to an iron pin on the center line of a certain public road; thence northwest along the center line of said road 270.0 feet to a point on the north line of said quarter; thence west along the north line of said quarter 990.0 feet to the center line of a certain public road; thence south along the center line of said road 1727.5 feet to a point 940.25 feet north of the south line of said quarter; thence east 1123.72 feet to the place of beginning. The above described tract contains approximately 45.6 acres, be the same more or less, but subject to all legal highways; EXCEPTING from said tract of land the following described premises:

Situated in the Township of Jackson, County of Stark and State of Ohio, and known as and being a part of the Southwest Quarter of Section No. 19 in said Township, and beginning the description for the same at an iron pin on the East line of said Quarter 947.4 feet North of the Southeast corner of said Quarter; thence North 85 degrees West, 1102.0 feet to an iron pin on the center line of a certain public road; thence North 1 degree, 53 minutes East along the center line of said road 400.0 feet to an iron pin; thence South 85 degrees East 1129.3 feet to an iron pin on the East line of said Quarter, and thence Southward along the Quarter line 400.0 feet to the place of beginning, and containing 10.26 acres of land, more or less, but subject to all legal highways, leaving 35.32 acres of land in the tract hereby described; and further EXCEPTING from said tract of land the following described premises:

Situated in the Township of Jackson, County of Stark and State of Ohio, and known as and being a part of the Southwest Quarter of Section 19, Township 11 and Range 9, and further described as follows: Beginning for same at an iron pin at the Southeast corner of the Southwest Quarter of Section 19; thence North 4 degrees 30 minutes East with the East Quarter Section line a distance of 1347.4 feet to an iron pin at the Southeast corner of A. Rohr property, said iron pin shall be known as the true place of beginning for the tract herein described; thence continuing North 4 degrees 30 minutes East with the quarter section line a distance of 30.0 feet to an iron pin; thence North 85 degrees 00 minutes West, parallel to the South line of A. Rohr property, a distance of 1130.67 feet to a point in the center of Crystal Lake Ave. (T-354), (witnessed by an iron pin 22.53 feet East on the North property line); thence South 1 degree 53 minutes West with the center of said road a distance of 30.04 feet to a point (witnessed by an iron pin 22.53 feet East on the South property line); thence South 85 degrees 00 minutes East a distance of 1129.3 feet to the true place of beginning and containing 0.78 of an acre, more or less; all subject to oil and gas leases and easements of record, and subject further to all legal highways, the same being applicable to all of the tracts herein conveyed.

"Deed checked for tract description only"
JUL 16 1959
JOSEPH A. DURR
STARK COUNTY ENGR.
Lepers

~~but the same are 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 I, Andrew C. Rohr, the said Grantor, do for myself and my heirs, executors and administrators, covenant with the said Grantee s, their heirs and assigns, that at and until the ensetting of these presents, I am 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 due and payable in June, 1970 and thereafter, which the Grantees herein assume and agree to pay, and subject to zoning and building regulations of the Township of Jackson,

RECEIVED FOR RECORD
 AUG 15 1969
 at 3:42 o'clock P.M.
 RECORDED AUG 18 1969
 In Stark County Records
 Vol. 3405 Page 245
 KENNETH E. MOITS
 Recorder Fee 3.00

E VOL 3405 PAGE 205

and that I 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 except as above noted.

And for valuable consideration I, Susanna Rohr, wife of the said Andrew C. Rohr,

do hereby remise, release and forever quit-claim unto the said Grantee s their heirs and assigns all my right and expectancy of Dower in the above described premises

In Witness Whereof, We have hereunto set out hands, the

25th day of July, in the year of our Lord one thousand nine hundred and sixty-nine.

Signed and acknowledged in presence of

[Handwritten signatures]

RECEIVED FOR RECORD
 AUG 15 1969
 MADE TO ORDER
 [Signature]

State of Ohio, } Before me, a Notary Public
 Stark County, } ss. in and for said County and State, personally appeared
 the above named Andrew C. Rohr and Susanna Rohr, 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 25th day of July A D 1969

JOHN J. HANCOCK, Notary Public
 Notary Public, State of Ohio
 My Commission Has No Expiration
 Date Sec. 147.03 R.C.
 This instrument prepared by JOSEPH V. HANCOCK, ATTORNEY, MASSILLON, OHIO

\$146014 - \$1.00
I.R.S. \$3.00
Henry S. Folts
to
Arthur Folts et al

KNOW ALL MEN BY THESE PRESENTS, That I, Henry S. Folts, widower, the Grantors, for the consideration of One Dollar, (\$1.00) received to my full satisfaction of Arthur Folts, Kathryn Folts and Edith Folts, the Grantees, do give, grant, bargain, sell and convey unto the said Grantees, their heirs and

assigns, the following described premises, situated in the Township of Jackson, County of Stark and State of Ohio; and described as follows:- Tract 1:- Being the southwest quarter of Section #19, Township 11, and range 9, except a small portion heretofore sold to Jacob Butler, excepting and reserving all the stone coal, in, upon or underlying said tract of land, with the right to prospect therefor and mine and remove the same, excepting therefrom, however, five acres of coal underlying the house and barn on said tract of land for the use of the purchasers thereof and for the support of said house and barn located thereon. Tract 2:- Part of the northwest quarter of Section #19, Township 11, Range 9, beginning at the south line of the northwest quarter of said section in the middle of Fulton Road; thence west on said line 15.50 chains to a stake; thence north 3 degrees east 22 links to a stake; thence east parallel with said south line 15.45 chains to the middle of Fulton Road; thence north 50 degrees west 25 links to the place of beginning and containing 34/100 of an acre more or less, being the same premises described in deed from Jacob Butler to Henry S. Folts, recorded in Vol. 271, Page 94. Tract 3:- All that part of the northwest quarter of Section #30, Township 11, Range 9, which is bounded and described as follows:- Beginning at the stone at the northwest corner of said Section 30, and running thence south 86-1/4 degrees east on the north line of said section 25 chains and 11 links to the center of the road; thence in the center of said road south 30 minutes west 9 chains 71-1/4 links; thence north 86-1/2 degrees west on a line parallel with the north line of the section 25-1/2 chains to the west line of said section; thence north 3-1/2 degrees east on the west line of said section 9 chains 71 links to the place of beginning, containing 20 acres. Also another part of said quarter section, beginning in the road at the southeast corner of the above described tract and running thence in the middle of the road south 30 degrees west 3 chains 9 links to the northeast corner of the school lot; thence north 89-3/4 degrees west on the north line of said school lot 2 chains and 81 links to a stone at the northwest corner of said school lot; thence north 1-1/2 degrees west 3 chains and 28 links to the south line of the above described tract and thence along the south line of said tract south 86-1/4 degrees east 2 chains 59 links to the place of beginning and containing 90/100 of an acre. Reserving however, to the grantor, Henry S. Folts, a life estate in said premises. 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 Grantees, their heirs and assigns forever. And I, the said Grantor, do for myself and my heirs, executors and administrators, covenant with the said Grantee, their heirs and assigns, that at and until the annealing of these presents, I was well seized of the above described premises, as a good and indefeasible estate in Fee Simple, and 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 said life estate, and that I will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantees, their heirs and assigns, against all lawful claims and demands whatsoever. In Witness Whereof, I have hereunto set my hand, the 28th day of

February, in the year of our Lord one thousand nine hundred and twenty-one:

Signed and acknowledged in the presence of:

A. H. Coloman

Henry S. ^{his} X Folts
mark

James E. Willison
State of Ohio

Stark County 38;

Before me, a Notary Public in and for said County, and State, personally appeared the above named Henry S. Folts, widower, who acknowledged that he did sign 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 at Massillon, this 28th day of February, A.D. 1921.

James E. Willison - Notary Public (Seal).

Received for Record March 2, 1921.

At 12:50 P.M.

Recorded March 19, 1921.

A. B. Wingate - Recorder.

#146934 - \$75

I. R. S. \$50

The Waynesburg Land Co.

to

H. B. Ward

KNOW ALL MEN BY THESE PRESENTS: That The Waynesburg Land Company, a Corporation incorporated under the laws of the State of Ohio, the Grantor for the consideration of Two Hundred and Seventy-five Dollars (\$275.00) received to its full satisfaction of H. B. Ward, the Grantee, does give, grant, bargain, sell and convey unto the said grantee, his heirs and assigns, the following described premises, situated in the Village of Waynesburg, County of Stark and State of Ohio: And being Lot Number Fifty (50) in The Waynesburg Land Company, Addition to Waynesburg, Ohio, as recorded in Plat Record 12, Page 52, Stark County Recorder's Office, and is conveyed under the following restrictions; First:- Houses must ^{not} be erected with any part nearer than thirty (30) feet from front line of lot. Second :- On corner lots houses must be erected as near center front as possible and after reaching a point 100 feet from front property line the balance of the lot must be considered as facing the other street. Third:- No lot in this addition may be sold leased or rented to colored people or foreigners for a period of fifty years from the date hereof. Fourth: No trees shall be planted between sidewalk and curb nor within ten feet of any sidewalk. No trees known as soft or Carolina poplar shall be planted on any lot. Fifth:- All of above restrictions to be in force until a period of fifty years has elapsed. Be the same more or less, but subject to all legal highways. To Have And To Hold the above granted and bargained premises,

#60

Acres more or less of which the present road occupies 0.17 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 whomsoever. And for the consideration aforesaid Howard M. Oberlin (Adm.), Ella M. Oberlin, Robert Oberlin, Lois R. Oberlin, Gladys E. Oberlin and Frank L. Oberlin hereby relinquishes to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises. IN WITNESS WHEREOF Howard M. Oberlin (Adm.) of the estate of Chas. E. Oberlin, Ella M. Oberlin (widow of Charles E. Oberlin), Robert Oberlin, Lois R. Oberlin, Frank L. Oberlin, Gladys E. Oberlin, have hereunto set their hands the 30th day of September in the year of our Lord one thousand nine hundred and twenty-nine.

Signed and sealed in the presence of:

W. C. Lane
Jessie S. Lane

Estate of Charles E. Oberlin
Howard M. Oberlin, Administrator

Ella M. Oberlin (Widow)
Robert Oberlin
Lois R. Oberlin
Frank L. Oberlin
Gladys E. Oberlin

State of Ohio, Stark County, ss: Before me, a Notary Public in and for said County and State, personally appeared the above named Howard M. Oberlin (Adm.), Ella M. Oberlin, Robert Oberlin, Lois R. Oberlin, Frank L. Oberlin and Gladys E. Oberlin, 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 Canton, Ohio, this 30th 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 11, 1930.

Jeannette Smith, Recorder.

#309866 - \$8.50

C. J. and Emma C. B. Hostetter,
to
The State of Ohio.

EASEMENT FOR HIGHWAY PURPOSES. KNOW ALL MEN BY THESE PRESENTS: That C. J. Hostetter, the Grantor, for and in consideration of the sum of One Dollar Dollars (\$1.00) and for other good and valuable considerations to him paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, does 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 NW & SW $\frac{1}{4}$ 19, Town _____, Range 9, and bounded and described as follows: PARCEL NO. 15. 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 W. T. & L. Rohr, running thence in a northwesterly direction 277.8 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 W. T. & L. Rohr, which said property lines pass through station 83 plus 13.9 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 0.213 acres, more or less, of which the present road occupies 0.14 acres more or less.

RELEASE OF PART OF PREMISES FROM LIEN OF MORTGAGE (Corporation)

KNOW ALL MEN BY THESE PRESENTS, That Peoples Building & Loan Co., Massillon, Ohio, a corporation of the State of Ohio, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby release, for highway purposes, and discharge from the operations of a certain mortgage deed executed by C. J. Hostetter to said Peoples Building & Loan Co., dated the ____ day of _____ 19____, and recorded in Vol.____, Page____, of _____ County Record of Mortgages, such part of the property described therein as is known and described as follows, to-wit: PARCEL NO. 15. 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 38.1 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 W. T. & L. Rohr running thence in a north-westerly direction 277.8 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 W. T. & L. Rohr which said property lines pass through station 83 plus 13.9 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 0.213 acres, more or less, of which the present road occupies 0.14 acres more or less. Provided, however, that this release shall not be construed to waive or in any manner affect or invalidate the lien of said mortgage deed upon the residue of the real property. IN WITNESS WHEREOF said The Peoples Building & Loan Co. has caused its corporate name to be subscribed, and its corporate seal to be affixed by its president and its secretary, this 5th day of December, 1929.

In presence of:
Charles O. Merwin
H. S. Stoner

The Peoples Building & Loan Co.
(Corporate Seal)
By Jacob Von Gunten, President
Jesse G. Sohner, Sec'y

State of Ohio, Stark County, ss: Before me, a Notary Public in and for said county, personally appeared Jacob Von Gunten, President, and Jesse G. Sohner, Secretary, of The Peoples Building & Loan Co., the corporation which executed the foregoing instrument, who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such president and secretary, in behalf of said corporation, and by authority of its board of directors; and that said instrument is their free act and deed individually and as such president and secretary and the free and corporate act and deed of said

The Peoples Building & Loan Co. IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal at Massillon, O., this 5th day of December, 1929.

John A. Silk (SEAL) Notary Public
John A. Silk

TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns forever. And the said Grantor for himself and his heirs, executors and administrators, hereby covenant- with the said Grantee, its successors and assigns, that he is the true and lawful owner of said premises, and ___ 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 Emma C. B. Hostetter hereby relinquishes to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises. IN WITNESS WHEREOF C. J. Hostetter and Emma C. B. Hostetter have hereunto set our hands 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:

Ethel J. Hostetter

C. J. Hostetter

W. C. Lane

Emma C. B. Hostetter

State of Ohio, Stark County, ss: Before me, a Notary Public in and for said County and State, personally appeared the above named C. J. Hostetter and Emma C. - Hostetter, 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 September, A. D. 1929.

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

Received for Record May 15, 1930.

At 10:00 A. M.

Recorded June 18, 1930.

Jeannette Smith, Recorder.

#309988 - \$.50

Lloyd and Clara Johnson

to

The Pittsburgh Plate Glass Co.

Nimishillen Township, Stark County, Ohio. For One Dollar (\$1.00) and other good and valuable consideration received to our full satisfaction, we hereby extend the term of years to Sept. 5, 1938, and as long thereafter as oil or gas is produced in our lease for Oil and Gas to The Pittsburgh Plate Glass Co., Columbia Chemical Division, bearing date Sept. 5, 1928, and containing 111 $\frac{1}{2}$ acres more or less, being the lease that is recorded in Book (Vol.) 39, Page 474 in the Stark County records. IN WITNESS WHEREOF we have hereunto set our hands and seals this 25th day of April, 1930.

Witness: C. K. O'Hara

Lloyd Johnson

C. F. McFadden

Clara Johnson

The State of Ohio, Stark County, ss. BE IT REMEMBERED That on this 30 day of April A. D. 1930, before me, the subscriber, a Notary Public in and for said county, personally came the above named Lloyd Johnson and Clara Johnson, the parties named in the foregoing Lease, and acknowledged the signing of the foregoing instrument to be their act and deed 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.

C. F. McFadden (SEAL) Notary Public
C. F. McFadden. My Commission Expires Feb. 1, 1932.

*See Release Rec. Vol. 7, Page 598.
See Assign Rec. Vol. 2, Page 500*

#341349 - \$.50
C.E.Chidester et ux
To
The Ohio Public Service Co.

In consideration of the sum of One and no/100 Dollars (\$1.00) receipt of which is hereby acknowledged, we-I hereby grant, unto THE OHIO PUBLIC SERVICE COMPANY, its successors and assigns, the right to construct, operate and maintain its electric transmission and distribution line, including the necessary poles, wires, and

fixtures along the WEST edge of Our-My land situated in the township of Jackson, Stark County, Ohio, on the so-called North of School Road on the EAST side of said road; and also to set or install such necessary anchors and guy wires as may be deemed necessary in constructing, operating and maintaining said line; also the right to properly trim such over-hanging or adjoining trees as may interfere with the safe operation of said electric line;

Signed and acknowledged in the presence of:

Signed C E Chidester (Married) (Single)
Helen D.Chidester Wife

A R Mears

Date OCTOBER 25th, 1930.
ACCEPTED :THE OHIO PUBLIC SERVICE CO.,
By Erik H.Nelson

APPROVED _____ Special Agent

STATE OF OHIO STARK COUNTY S.B. Before me undersigned, a Notary Public in and for said County and State, personally appeared the within named C.E. Chidester and Helen Chidester who acknowledged that They-He-She did sign the within instrument and that the same is Their-His-Her free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 6th day of November, 1932.

A R Mears (S&K)
Notary Public
ADAM R. MEARS, Notary Public
Stark County, Ohio
My commission expires April 10, 1931

My commission expires _____
Received for record June 16 1933
At 4/25 P.M.
Recorded July 1 1933
Baw-gue

James T Anderson—Recorder

#341350 - \$.50
Wm.J.Fisher et ux
To
THE OHIO PUBLIC SERVICE COMPANY

In consideration of the sum of One and no/100 Dollars (\$1.00) receipt of which is hereby acknowledged, we-I hereby grant, unto THE OHIO PUBLIC SERVICE COMPANY, its successors and assigns, the right to construct, operate and

maintain its electric transmission and distribution line, including the necessary poles, wires and fixtures along the south edge of Our-My land situated in the township of Jackson, Stark County, Ohio, on the so called Hills and Dales Road on the South side of said road; and also to set or install such necessary anchors and guy wires as may be deemed necessary in constructing, operating and maintaining said line; also the right to properly trim such over-hanging or adjoining trees as may interfere with the safe operation of said electric line;

Signed and acknowledged in the presence of:

A.R.Mears

Signed Wm. J.Fisher (Married) (Single) Anna Fisher Wife

Date _____
Accepted :THE OHIO PUBLIC SERVICE CO.
By J.H.Klinge

APPROVED _____ Special Agent

RECORD VOLUME 1102

69.

IN WITNESS WHEREOF, The Parties have hereunto set their hands and seals.
Signed and Acknowledged In the Presence of:

H.C. Kissinger
H. Luther Emery

Helen D. Chidester (Seal)
Charles E. Chidester (Seal)

STATE OF Ohio On this 8th day of February A. D. 1935
County of Stark before me, a Notary Public in and for said County,
personally appeared the said Helen D. Chidester and Charles E. Chidester
who acknowledged that they did sign and seal the foregoing instrument and that it is their free act and deed.
WITNES my hand and notarial seal, the day and year aforesaid.

Herbert C. Kissinger (Seal)
Notary Public, Stark County, Ohio

STATE OF _____ On this _____ 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.
WITNES my hand and _____ seal, the day and year aforesaid.

Received for record 10:18 A. D. Feb 16 1935
Recorded March 14th 1935
Frank J. Shisler
Notary Public, Stark County, Ohio
Amount 3.25
MF HK

IN WITNESS WHEREOF, The Lessees have hereunto set their hands and seals.
Signed and Acknowledged in the Presence of:

H.C.Kissinger
H.Luther Emery

Helen D.Chidester (Seal)
Charles E.Chidester (Seal)
(Seal)
(Seal)
(Seal)
(Seal)
(Seal)

If gas only is produced, the Lessee agrees to pay as royalty 1/8 of the field market price, payments to be made quarterly for the gas from each gas well drilled on said premises the product from which is marketed and used off the premises, or which the Lessee elects by payment as royalty to treat as a producing well.

STATE OF OHIO On this 8th day of February A. D. 1935
County of STARK Notary Public In and for said County
personally appeared the said Helen D.Chidester and Charles E. Chidester
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 above said
Herbert C.Kissinger (Seal)
Notary Public, State of Ohio

STATE OF OHIO On this day of A. D. 1935
County of In and for said County
personally appeared the said
who acknowledged that 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 above said
Notary Public, State of Ohio (Seal)

Received for cash 9;15 Check A N Aug. 23 A. D. 1935
Recorded Aug. 29th 1935
Frank J. Ghisler
\$3.25
Notary Public, State of Ohio
Commission Expires
LF HK

* For any gas well gauging one million cubic feet daily or less \$2 per annum and at the rate of \$200 per million per annum for each additional million cubic feet, wells to be gauged annually and paid for accordingly, payments to be made quarterly.

#65

See Assign. Vol. 4 Pg. 73

RELEASE

THE OHIO FUEL GAS CO., Lessee, having paid to the Lessor one Dollar and all amounts due hereunder, and having elected and all its rights hereunder, does hereby surrender and cancel the same and hereby endorses its surrender hereon.

IN WITNESS WHEREOF, I have hereunto set my hand, this _____ day of _____, 1936.

THE OHIO FUEL GAS COMPANY, Vice President

W. T. & L. Rohr

Henry Rohr

Helen D. Chideater

M. O. Oscar

Forty Six

46

One Year

Forty Six and no/100

46.00

her

Massillon

Ohio, O/c Massillon, Inde

Helen D. Chideater

G. E. Chideater

THE OHIO FUEL GAS COMPANY

Stark

Notary Public

Helen D. Chideater and G. E. Chideater

their

official

16th

December

A. D. 1936

M. O. Biddle

(Seal)

M. O. Biddle

Notary Public

My Commission Expires April 5, 1938

THE STATE OF OHIO

Stark

Personally appeared before me, a

who acknowledged the signing of the foregoing instrument to be

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my

A. D. 1936

Received

Jan. 22, 1937

at 9:30

o'clock A. M. Recorded

Jan. 28 1937

#3E2366 OIL and GAS LEASE

FROM

Helen D. Chideater et al

THIS AGREEMENT, Made and entered in to this 16th day of December

A. D. 1936, by and between Helen D. Chideater and G. E. Chideater (wife and husband)

TO

THE OHIO FUEL GAS CO.

hereinafter called the Lessor, and THE OHIO FUEL GAS COMPANY, an Ohio corporation, 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 all 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 operations for oil, gas and water and to possess, use and occupy any and every of said premises as necessary and convenient in removing the above named products therefrom by pipe lines or otherwise for a term of 1936(5) years, 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 W. T. & L. Rohr
On the East by the lands of Henry Rohr
On the South by the lands of Helen D. Chideater
On the West by the lands of M. O. Oscar
containing Forty Six (46) acres, more or less, being all the land owned by Lessor in said Township. Provided, however, that if at the termination of said term, either primary or extended, there is a well in process of being drilled on said lands, 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 or gas or their constituents are found on said premises in paying quantities, in the judgment of the Lessee. 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 an amount equal to Dollars (\$46.00) payable quarterly. Should casinghead gas be marketed from any oil well however, the annual rental shall be twenty-five dollars (\$25.00) per year for the use of said casinghead gas. Lessee, to drill a well producing oil or gas in paying quantities on said premises within One Year from this date or pay to Lessor Forty Six and no/100 Dollars (\$46.00) each year 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. If all wells drilled under this agreement shall become exhausted and abandoned here Lessee shall resume the payment of the land rentals provided for herein and continue the same until a well producing oil or gas in paying quantities shall be drilled or this lease surrendered as provided herein.

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 care and the right of abandonment of the well by 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 taken in each year shall be paid for at the current published rates of the Lessee in the most nearest to the premises above described and the measurement and regulation shall be by meter and regulators owned by the Lessee. This privilege is upon condition that Lessor shall adhere 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, or royalties on any well or wells paid and to be paid, as herein provided, are and to be accepted by Lessor as adequate and full consideration to render it optional with Lessee as in a further or not to drill a well or wells to offset producing wells on adjacent premises. Should it be determined that Lessor owns only a fraction of the acreage and royalties above specified; this lease shall extend to and bind any interest or estate in the oil and gas in the above described lands hereafter acquired by Lessor.

Payment of all moneys due on this lease may be made, by cash or check, to Helen D. Chideater by deposit to credit in The Bank of Ohio; or by check made payable to her under and mailed to her at Massillon, Ohio, O/c Massillon, Inde

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands. Signed and Acknowledged in the Presence of: M. O. Biddle, G. E. Chideater

THE OHIO FUEL GAS COMPANY, by Stark, Notary Public, Helen D. Chideater and G. E. Chideater

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 official seal this 16th day of December, A. D. 1936

THE STATE OF OHIO, COUNTY OF Stark, Personally appeared before me, a 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 seal this day of A. D. 1936

Received Jan. 22, 1937 at 9:30 o'clock A. M. Recorded Jan. 28 1937 in Stark County, Ohio. Record of Leases, Vol. Page Recorder's Fee, \$ 1.00 HK MF

WARRANTY DEED—WITH RELEASE OF DOWER

248 #66

#446946 FROM

No.

Helen D. Chidester

KNOW ALL MEN BY THESE PRESENTS, That I, Helen D. Chidester,

Charles E. Chidester

..... the Grantor.....

TO

Andrew C. Rohr

for the consideration of

Beulah Rohr

..... Dollars (\$ 1400.00

received to .. BY .. full satisfaction of .. Andrew and ..

Beulah Rohr

..... the Grantee.....

do Give, Grant, Bargain, Sell and Convey unto 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, now known as being part of the southwest quarter section nineteen (19) Jackson township and bounded and described as follows;

Beginning at a point 947.4 feet north of the southeast corner of said quarter; thence north along the east line of said quarter 1547.5' to an iron pin on the center line of a certain public road, thence northwest along the center line of said road 270.0 feet to a point on the north line of said quarter thence west along the north line of said quarter 990.0 feet to the center line of a certain public road, thence south along the center line of said road 1727.5 feet to a point 948.25 feet north of the south line of said quarter, thence east 1123.72 feet to the place of beginning. The above described tract contains approximately 45.6 acres.

The grantee assumes and agrees to pay all taxes now due and becoming due hereafter.

The grantor hereby assigns to the grantees, their heirs and assigns forever all gas and oil leases on the above property.

.....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, a...
 their heirs and assigns forever. And I,

the said Grantor do for myself and my heirs, executors and administrators, covenant with the
 said Grantee a... their heirs and assigns, that at and until the enacting of these presents, I am
 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 encumbrances whatsoever.

.....and that I will Warrant and Defend said premises
 with the appurtenances thereunto belonging, to the said Grantee, a... their heirs and assigns, against all lawful claims and
 demands whatsoever

And for valuable consideration I, Charles E. Chidester, husband of Helen D. Chidester.....
 do hereby Remise, Release and forever Quit-Claim unto the said Grantee, a...
 his heirs and assigns, all my right and Expectancy of Dower in the above described premises.
 In Witness Whereof, we have hereunto set our hand, a... this 1st day of April
 in the year of our Lord one thousand nine hundred and forty-one

Signed and Acknowledged in Presence of

Arlien C. Ries	Helen D. Chidester
Marie F. Baker	Charles E. Chidester

THE STATE OF OHIO, STARK COUNTY, ss.
 Before me, a Notary Public in and for said County and State, personally appeared the above named, Helen D. and
 Charles E. Chidester.....
 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 1st day of April A. D. 1941
 Transferred Apr. 3, 1941
 Received Apr. 3, 1941 at 10:36
 Recorded May 9, 1941

Joe C. Persell
 Notary Public
 My Commission Expires July 22, 1943

XX For any gas well gauging one million cubic feet daily or less \$20 per annum and at the rate of \$200 per million per annum for each additional million cubic feet, wells to be gauged annually and paid for accordingly, payments to be made quarterly.

117

#67

OIL and GAS LEASE

132645

FROM Andrew Rohr Baulah Rohr TO THE OHIO FUEL GAS CO.

THIS AGREEMENT, Made and entered in to this 25th day of November A. D. 1941, by and between Andrew Rohr and Baulah Rohr, husband and wife

hereinafter called the Lessor, and THE OHIO FUEL GAS COMPANY, an Ohio corporation, 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 all 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 21 years, and in such 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. 16, Township of JACKSON County of Stark and State of Ohio, bounded substantially as follows:

On the North by the lands of W. T. & L. Rohr On the East by the lands of Henry Rohr On the South by the lands of H. D. Chidester On the West by the lands of W. C. Ocker

containing Forty-six (46) acres, more or less, being all the land owned by Lessor in said Township. Provided, however, that if at the termination of said term, either primary or extended, there is a well in process of being drilled on said lands, then this lease shall continue in force as long as the drilling of such well is continued with reasonable diligence and so much longer thereafter as oil or gas or their constituents are found on said premises in paying quantities, in the judgment of the Lessee. 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 not less than (1) 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 at the rate of XX AS STATED ABOVE Dollars (\$25.00) per year for the use of said gas.

Should commercial gas be marketed from any oil well however, the annual rental shall be twenty-five dollars (\$25.00) per year for the use of said gas.

Lessee, to drill a well producing oil or gas in paying quantities on said premises within 180 days after this date of this lease, and to pay to Lessor Forty-six and no/100 Dollars (\$46.00) thereafter until such well is drilled or this lease surrendered.

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.

Lessee 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.

It is agreed that the average rentals, or royalties on any well, or wells, said and to be paid, as herein provided, are and will be accepted by Lessor as adequate and full consideration in consideration of the premises described; Lessor further agrees that the Lessee shall have the right at any time to reduce for Lessor, or otherwise anyone 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 he shall be obligated in full to all the rights of the holder thereof the same as if Lessee were the original owner of said mortgage or lien. And Lessee shall further have the right to reimburse itself by applying to the discharge of said mortgage or other lien, or payments made by it, the rentals and royalties accruing hereunder.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 25th day of November 1941.

Andrew Rohr Baulah Rohr THE OHIO FUEL GAS COMPANY

COUNTY of STARK THE STATE OF OHIO Personally appeared before me, Andrew Rohr and Baulah Rohr

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 official seal this 25th day of November A. D. 1941

Chas. M. DeWalt Notary Public Wales Rd. Ext. R.D. 1 Canton, Ohio Com. Exp. Nov. 5-1944 (Seal)

THE STATE OF OHIO COUNTY OF Stark Personally appeared before me, Andrew Rohr and Baulah Rohr

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 official seal this 25th day of November A. D. 1941

Chas. M. DeWalt Notary Public Wales Rd. Ext. R.D. 1 Canton, Ohio Com. Exp. Nov. 5-1944 (Seal)

THE STATE OF OHIO COUNTY OF Stark Personally appeared before me, Andrew Rohr and Baulah Rohr

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 official seal this 25th day of November A. D. 1941

Chas. M. DeWalt Notary Public Wales Rd. Ext. R.D. 1 Canton, Ohio Com. Exp. Nov. 5-1944 (Seal)

Received Jan. 10, 1942 at 9:05 in Stark County, Ohio. Record of Leases, Vol. 63, Page 117. Recorder Frank J. Shisler.

Vertical text on the left margin: #439, OIL and GAS LEASE, Andrew Rohr, Baulah Rohr, THE OHIO FUEL GAS CO., and various handwritten notes and signatures.

Vertical text on the right margin: #67, 117, and various handwritten notes and signatures.

#68

VOL 3360 PAGE 344

223821

WARRANTY DEED - From a Corporation - (No. 104a)

The Ohio Legal Blank Co., Cleveland

Know all Men by these Presents:

That Rutana Building, Inc. a Corporation incorporated under the laws of the State of Ohio the Grantor who claim title by or through instrument recorded in Volume 3318 Page 362 County Recorder's Office, for the consideration of One and no/100 Dollars received to its full satisfaction of Eric Hansink the Grantee whose TAX MAILING ADDRESS will be 5100 Crystal Lake, Canal Fulton, Ohio

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

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 Southeast corner of the Southwest Quarter of Section 19; thence North 4° 30' East with the East Quarter Section line a distance of 1347.4 feet to an iron pin at the Northeast corner of L. & T. Lieber property; thence North 85° 00' West with the North line of Lieber property, a distance of 506.77 feet to a point; thence South 1° 53' West a distance of 20.03 feet to an iron pin, further known as the true place of beginning for the tract herein described; thence continuing South 1° 53' West a distance of 200.0 feet to an iron pin at the North line of T. & L. Vance property; thence North 85° 00' West a distance of 100.0 feet to an iron pin at the Southeast corner of a 0.510 acre tract; thence North 1° 53' East a distance of 200.0 feet to an iron pin; thence South 85° 00' East a distance of 100.0 feet to the true place of beginning and containing 0.436 of an acre of land, more or less.

Also granting an easement for purposes of ingress and egress to and from the above described parcel of land, described as follows: Beginning for same at an iron pin at the Southeast corner of the Southwest Quarter of Section 19; thence North 4° 30' East with the East Quarter section line a distance of 1347.4 feet to an iron pin at the Northeast corner of L. & T. Lieber property; thence North 85° 00' West with the North line of Lieber property, a distance of 506.77 feet to a point, further known as the true place of beginning for the easement herein described; thence continuing North 85° 00' West a distance of 322.53 feet to a point in the center of Crystal Lake Ave., N. W. (T-354) (witnessed by an iron pin 22.53 feet East); thence South 1° 53' West with the center of said street, a distance of 20.03 feet to a point (witnessed by an iron pin 22.53 feet East); thence South 85° 00' East a distance of 322.53 feet to an iron pin at the Northeast corner of the above described tract; thence North 1° 53' East a distance of 20.03 feet to the true place of beginning.

Subject to an easement to the State of Ohio dated September 26, 1929 and recorded in Volume 1013, Page 167 of the Stark County records; also subject to an easement to The Ohio Public Service Company dated November 6, 1932 and recorded in Volume 1102, Page 162 of the Stark County records; also subject to two easements to The Ohio Public Service Company both dated June 2, 1941 and recorded in Volume 1309, Page 391 and 392 respectively of the Stark County Deed records; also subject to an easement to The Ohio Edison Company dated July 13, 1965 and recorded in Volume 3102, Page 528 of the Stark County records; also subject to a Lease to The East Ohio Gas Company dated September 19, 1966 and recorded in Lease Volume 140, Page 6

IN COMPLIANCE WITH ORC 319.202 JAN 29 1969 JUNE YOWER

Deed checked for tract description only JAN 13 1969 JOSEPH A. STURGEON STARK COUNTY ENGINEER

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 thereto belonging, unto the said grantee, his heirs and assigns forever. And the said grantor does for itself and its successors and assigns covenant with said grantee, his heirs and assigns, that at and until the encasing of these presents it is well seized of the above described premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as above written; that the same are free and clear from all incumbrances whatsoever excepting taxes and assessments all of which the Grantee does hereby assume and agree to pay.

and that it will warrant and defend said premises, with the appurtenances thereto belonging, to the said grantee, his heirs and assigns, forever, against all lawful claims and demands whatsoever.

In witness whereof said corporation sets its hand and corporate seal, by Eric Harsick, its Secretary, this 10th day of January, A. D. 1969.

RUCANA BUILDING, INC.

Signed and acknowledged in the presence of

Handwritten signatures of witnesses: Gerald R. Hoffman and Wynne J. Lewis

By [Signature] Secretary

THE STATE OF OHIO ss. Stark County

Before me, a Notary Public in and for said County, personally appeared the above named Rucana Building, Inc.

by Eric Harsick, its Secretary and

who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

In testimony whereof I have hereunto set my hand and official seal, at this day of January, 1969. [Signature] Notary Public

This instrument prepared by Arnold R. Skifman, Attorney-at-Law

336034

WARRANTY DEED

FROM TO

RECEIVED FOR RECORD JAN 29 1969

at 11:02 o'clock A.M. JAN 30 1969

Recorded in Stark County Records Volume 3360, Page 344

Entered for Transfer

JAN 29 1969

STARK COUNTY

This instrument prepared by

Perry, County of Stark, and State of Ohio, and being Part of Section 6 therein, which said lands are described as follows:

Bounded on the North by lands now or formerly owned by
Bounded on the East by lands now or formerly owned by
Bounded on the South by lands now or formerly owned by
Bounded on the West by lands now or formerly owned by
Odd Lot 68
City of Massillon

The easement herein granted is more definitely described as follows:
The poles shall be located on a line 20 feet from north Boundary starting on east boundary which is first St. K.E. and extending west to west boundary which is Ohio Canal.

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 3rd day of June 1941.

Signed in the presence of: Charles E. Schworm
Emma Mears Perry - 6
A. R. Mears Stark

STATE OF OHIO, COUNTY OF STARK, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named Charles E. Schworm 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 the rights therein named, including dower, and that he is still satisfied therewith.

Witness my hand and official seal this 3rd day of June, 1941.
A. R. Mears
A. R. Mears, Notary Public (SEAL)
My Commission Expires April 4, 1943.

Received for Record June 23, 1941
at 1:50 P. M.

Recorded July 29, 1941. Frank J. Shisler, Recorder.

EX 24

EASEMENT. Andrew Rohr - 11500-5

452637 \$1.00 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 Jackson, County of Stark, and State of Ohio, and being Part of Section 19 and 30B therein, which said lands are described as follows:

Bounded on the North by lands now or formerly owned by C. T. Rohr
Bounded on the East by lands now or formerly owned by A. & B. Rohr, Ralph Smith, Fred J. Kaufman
Bounded on the South by lands now or formerly owned by Charles E. Oberlin, R. W. Smith

#70

Bounded on the West by lands now or formerly owned by R. W. Smith, Crystal Springs Park Company

The easement herein granted is more definitely described as follows:

The poles shall be located within the limits of County Roads #352 and #236, and U. S. Route #21, 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 2nd day of June, 1941.

Signed in the presence of:

Andrew Rohr

Emma Kears

Jackson - 19 & 30B Stark

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 Andrew 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 the rights therein named, including dower, and that he is still satisfied therewith.

Witness my hand and official seal this 2nd day of June, 1941.

A. R. Mears

A. R. Mears, Notary Public (SEAL)

My Commission Expires April 4, 1943.

Received for Record June 23, 1941

at 1:50 P. M.

Recorded July 29, 1941

Frank J. Shisler, Recorder.

HK

EASEMENT H.D.Chidester-19350-D

452638 \$1.00

Andrew 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 19 therein, which said lands are described as follows:

Bounded on the North by lands now or formerly owned by W. T. & J. Rohr

Bounded on the East by lands now or formerly owned by Joseph Rohr, et al

Bounded on the South by lands now or formerly owned by Crystal Springs Park Company

Bounded on the West by lands now or formerly owned by M. C. Oser

The easement herein granted is more definitely described as follows:

The poles shall be located within the limits of County Roads #71 and #354, 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 2nd day of June, 1941.

Signed in the presence of:

Andrew Rohr

Emma Mears

Jackson - 19
Stark

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 Andrew 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 the rights therein named, including dower, that he are/is still satisfied therewith.

Witness my hand and official seal this 2nd day of June, 1941.

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

Received for Record June 23, 1941

My Commission Expires April 4, 1943

at 1:50 P. M.

Recorded July 29, 1941

Frank J. Shisler, Recorder.

HK ④-

EASEMENT.

Elizabeth Notman

452639 \$1.00

Elizabeth Notman

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 Tuscarawas, County of Stark, and State of Ohio, and being Part of Section 11B therein, which said lands are described as follows:

Bounded on the North by lands now or formerly owned by Ida Ralston - G. W. Notman

Bounded on the East by lands now or formerly owned by Amos Frey

Bounded on the South by lands now or formerly owned by J. E. & S. T. Boyd

Bounded on the West by lands now or formerly owned by Alcide Mourer

The easement herein granted is more definitely described as follows:

The poles shall be located within the limits of County Road #339, 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.

Rw 69, 1957

MS 8.59.579-358.2.1

A. ROHR

Form 435 (Rev. 6-73) Easement

847

VOL 2655 PAGE 457

Parcel No.

KNOW ALL MEN BY THESE PRESENTS:

That ANDREW ROHR AND BEULAH ROHR HUSBAND AND WIFE claiming title by virtue of instrument recorded in Volume 1481, Page 484, of the Stark County Record of Deeds,

the Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received to O. R. 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 Jackson, County of Stark and State of Ohio, being part of Section 19, Jackson Twp and part of Section 20, Lawrence Township,

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

The poles shall be located along a line beginning at Township Road #35h, and extending in a westerly direction across Grantor's lands to Grantor's west property line.

The poles shall be located within the limits of Township Road #35h as now established and or as may hereafter be established or changed.

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 to its successors and assigns, forever, and the Grantors represent that they are the owners of the premises herein described and that the same are free and clear from all encumbrances, except.

and for valuable consideration the Grantors do 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 hands as of the 19th day of November 1957 SIGNED IN THE PRESENCE OF

Handwritten signatures: Charles E. Jones, Ronald J. Holla, Andrew Rohr, Beulah Rohr

STATE OF OHIO, COUNTY OF STARK

SS:

Before me, a NOTARY PUBLIC, in and for said County and State, personally appeared

ANDREW ROHR AND BEULAH ROHR, 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 203 MASSILLON, OHIO this 19th day of November 1957

This instrument was prepared by JAMES B. LILLEY Attorney at Law

Notary Public JAMES B. LILLEY, Notary Public My Commission Expires Jan. 1, 1960

847

Easement No. 69-1957 Parcel No.

EASEMENT

from

ANDREW ROHR

to

OHIO EDISON COMPANY

RECEIVED FOR RECORD DEC 29 1959 11:00 o'clock AM RECORDED DEC 30 1959 in Stark County Records Vol 2655 Page 457 EDWIN B. HOTTB Recorder

#72

2858 PAGE 306

R/W 32,1962 MS 2402-360.21

70977

Form 455 (Rev. 3-60) Easement

Parcel No

KNOW ALL MEN BY THESE PRESENTS:

That ANDREW BOHR, a widower, claiming title by virtue of an instrument recorded in volume 1355, page 17 of the Stark County Deed Records,

the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations received to his 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 Jackson, County of Stark and State of Ohio, being part of S.W. Quarter Section #19 and part of N. W. Quarter Section #30

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

The poles shall be located along and not more than twenty five feet outside the west limits of Township Road 354 as now established and/or as may hereafter be established or changed, commencing at a point approximately one hundred and seventy-five feet north from the south line of Section #19, and continuing in a northerly direction for a distance of approximately nine hundred and fifty feet on grantor's property located in the S.W. Quarter, Section 19.

The poles shall also be located within the limits of township road #354, as now established and/or as may hereafter be established or changed, along grantor's property located in the S.W. Quarter Section 19 and the N.W. Quarter Section 30.

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 Grantor 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, 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.

ENCLOSURE 306

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 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 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, I have hereunto set MY hand as of the 11th day of OCTOBER, 1962

SIGNED IN THE PRESENCE OF:
Joseph H. Smith
Charles E. Jones
Andrew Rohr

STATE OF OHIO, COUNTY OF STARK } SS: ANDREW ROHR, A WIDOWER

Before me, a NOTARY PUBLIC, in and for said County and State, personally appeared

who acknowledged that HE did sign 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 at MASSILLON, OHIO this 11th day of OCT, 1962

This instrument was prepared by JAMES R. TALLEY, Attorney at Law

Charles E. Jones
Notary Public
CHARLES E. JONES
My Commission Expires Dec. 1, 1967

70977
Easement No. 52, 1/2 Parcel No.

EASEMENT
from
Andrew Rohr

to
OHIO EDISON COMPANY

RECEIVED FOR RECORD
NOV 5 1962
RECORDED NOV 6 1962
In Stark County Records
Vol. 2858 Page 007
RENEE E. MOYER
Recorder

#73

VOL. 3317 PAGE 306 200833
WARRANTY DEED.—No. 104 D. (To a Corporation.)

Know all Men by these Presents, That we, Andrew Rohr and Susanna Rohr, husband and wife, who claim title by or through instrument recorded in Volume 1274 Page 215 of Stark County Recorder's Office,

the Grantor s
for the consideration of One and no/100-----Dollars
(\$ 1.00) received to our full satisfaction of
Rubana Building, Inc. the Grantee
whose TAX MAILING ADDRESS will be 5100 Crystal Lake, Canal Fulton, Ohio, do give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns, the following described premises situated in the Township of Jackson County of Stark and State of Ohio:

Takes 78 out of 3534

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 Southeast corner of the Southwest Quarter of Section 19; thence North 4° 30' East with the East Quarter Section line a distance of 1347.4 feet to an iron pin at the Southeast corner of A. Rohr property, said iron pin shall be known as the true place of beginning for the tract herein described; thence continuing North 4° 30' East with the quarter section line a distance of 30.0 feet to an iron pin; thence North 85° 00' West, parallel to the South line of A. Rohr property, a distance of 1130.67 feet to a point in the center of Crystal Lake Ave. (T-354), (witnessed by an iron pin 22.53 feet East on the North property line); thence South 1° 53' West with the center of said road a distance of 30.04 feet to a point (witnessed by an iron pin 22.53 feet East on the South property line); thence South 85° 00' East a distance of 1129.3 feet to the true place of beginning and containing 0.76 of an acre, more or less,

Reserving unto the Grantors all rights in and to oil and/or gas which may be found in or under the above described premises.

IN COMPLIANCE WITH ORC 319.202
MAY 14 1968
JOE YODERT
STARK COUNTY AUDITOR
Deputy

3804

APPROVED
BY THE BOARD OF COUNTY COMMISSIONERS
STARK COUNTY, OHIO
NO PLAT REQUIRED
JOSEPH A. STURRETT
Stark County Engineer.
By MLN
Deputy
5-14-68 date

Deed checked for tract description only.
MAY 1 1968
JOSEPH A. STURRETT
STARK COUNTY ENGINEER
Deputy

Also granting unto the Grantors the right to use the above-described premises for roadway purposes and for the purpose of ingress and egress from Grantors' premises which adjoin said roadway.

Grantee agrees to make appropriate provisions by use of culverts with a minimum diameter of 12 inches so as to allow for the natural flow of water through the above-described premises.

MAY 14 1968
RECEIVED FOR RECORD
By *S. S. M. M.*
RECORDED MAY 15 1968
In Grant County Records
Vol 3317 Page 396
[Signature]

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, its successors and assigns forever. And we the said Grantor S do for ourselves and our heirs, executors and administrators covenant with the said Grantee, its successors and assigns, that at and until the ensembling of these presents, we are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever, excepting taxes and assessments which grantee does agree to assume by virtue of the June, 1968 installment and all instalments thereafter, excepting any taxes due prior to said installment:

and that we will WARRANT AND DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns against all lawful claims and demands whatsoever except as above noted.

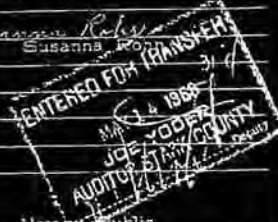
Arbitration and arbitration

do hereby remise, release and defend the said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, forever.

In Witness Whereof, we have hereunto set our hand S, the 14th day of May, in the year of our Lord one thousand nine hundred and sixty-eight.

Signed and acknowledged in the presence of
Arnold R. Shifman
Notary Public

Andrew Rohr
Susanna Rohr



STATE OF OHIO Before me, a Notary Public
Stark, County in and for said County and State, personally
appeared the above named Andrew Rohr and Susanna Rohr, husband and wife,

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



In testimony whereof, I have hereunto set my hand and official seal, at Canton, Ohio, this 14th day of May, A. D. 1968
Arnold R. Shifman
Notary Public

This instrument prepared by:
Arnold R. Shifman, Atty

1.7.77

#104786-\$1.50

I. R. B. \$0.50

Arthur H. Folts, et al,

to

Albert J. Paul.

Know All Men by these Presents, That We, Arthur-Folts and Evelyn Folts, husband and wife, and Kathryn Folts, Edith Folts and Henry S. Folts, all unmarried, the Grantors, for the consideration of One Dollar (\$1.00) received to our full satisfaction of Albert J. Paul, 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 as and being a part of the southwest quarter of section number nineteen (19), of Township eleven (11), and Range nine (9), of said Stark County, bounded as follows: Beginning at the north west corner of said quarter section, and running thence eastwardly along the quarter section line, to the center line of the public highway, running from Millport to the Napoleon and Canal Fulton road; thence southerly along the center line of said road to the south line of said Quarter Section; thence westwardly along said quarter section line to the southwest corner thereof, and thence northerly along the said quarter section line to the place of beginning, containing about ninety (90) acres of land. Excepting and reserving all the stone coal, in, upon or underlying said tract of land, with the right to prospect therefor and mine and remove the same, excepting however from said reservation five (5) acres of coal underlying the house and barn on said tract of land, for the use of the purchasers thereof, and for the support of the buildings located thereon. It is the intent and purpose of this deed to convey to the grantee all such right, title and interest as the grantors have in and to all of that part of said quarter section lying west of the center line of the public road running north and south through said quarter section, including all coal underlying said premises. Said grantors on like consideration hereby give, grant, bargain, sell and convey unto the said grantee, his heirs and assigns forever a part of the northwest quarter of section number thirty (30) of said township number eleven (11), (Jackson), and range number nine (9), bounded by beginning at the stone at the northwest corner of said section number thirty (30), and running thence south sixty six and one fourth (66 1/4) degrees east on the north line of said section twenty five and eleven hundredths (25.11) chains to the center line of the above described public road; thence in the center of said road, south 30' W. 9.71 1/2 chains; thence north 66 1/4 W. on a line parallel with the north line of the section, twenty five and one half chains to the west line of said section, and thence north three and one half (3 1/2) degrees east on the west line of said section, nine and seventy one hundredths (9.71) chains, to the place of beginning, containing twenty (20) acres of land, be the same more or less, but subject to all legal highways. TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, his heirs and assigns forever. And we, the said Grantors, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee, his heirs and assigns, that at and until the ensueing of these presents, we were 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 as above noted, and that we will WARRANT and DEFEND said premises, with the appurtenances thereto belonging, to the said Grantee, his heirs and assigns, against all lawful claims and demands whatsoever except as above noted. And for valuable consideration We, Evelyn Folts and Henry S. Folts do hereby remise, release and forever quit-claim unto the said Grantee, his heirs and assigns, all our right and expectancy of Every description in the above described premises. In Witness Whereof, we have hereunto

twenty-four.

Signed and acknowledged by Edith Folts
in the presence of
R. W. McCaughey
R. J. Krisher

Arthur H. Folts
Evelyn Folts
his
Henry J. Folts
mark
Edith Folts
Kathryn Folts

Signed and acknowledged by the other
Grantors in presence of
R. W. McCaughey
James G. Bohner

STATE OF OHIO Before me, a Notary Public in and for said County and State, personally appeared the above named Arthur - Folts, Evelyn Folts, Kathryn Folts, Edith Folts and Henry J. Folts who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed. In testimony whereof I have hereto set my hand and official seal, at Massillon, Ohio, this 22nd day of March, A.D. 1924.

R. W. McCaughey (Seal)
Notary Public.

Received for Record April 12, 1924.
At 11:50 A. M.
Recorded May 20, 1924.

Jeannette Smith--Recorder.

#19441b-3.v0
I. R. B.----
Arthur A. Ballou,
to
Margaret M. Ballou.

Know all Men by these Presents That, I, Arthur A. Ballou, the Grantor, for the consideration of One Dollar, (\$1.00) received to my full satisfaction of Margaret M. Ballou, wife of Grantor, the Grantee, do give, grant, bargain, sell and convey unto the said Grantee, her heirs and assigns, the following described premises, situated in the City of Canton, County of Stark and State of Ohio: And known as and being part of lots number eighty-eight hundred and fifty-eight (8858) and eighty-eight hundred and fifty-nine (8859) in said City of Canton, Ohio as numbered upon the corrected schedule of lots in said City beginning for the same at a point in the line of said lot #8859 ninety (90) feet eastwardly from the north-west corner of said lot; thence eastwardly with the north line of said lot thirty-seven and sixty-nine hundredths (37.69) feet to the north-east corner of said lot; thence southwardly with the east line of said lots No. 8859 and 8858 eighty-one (81) feet to the south east corner of said lot No. 8858; thence westwardly with the south line of lot 8858, thirty-seven and sixty-five hundredths (37.65) feet; thence northwardly parallel with the west line of said lot to the place of beginning. Reserving however, the right to use for driveway purposes a strip of ground (four) (4) feet wide off the south side of said Lot #8858. to 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, her heirs and assigns forever. And I, the said Grantor, do for myself and my heirs, executors and administrators, covenant with the said Grantee, her heirs and assigns, that at and until the sealing of these presents, I am well seized

265018

See Release Record Vol. 9 Page 159

#76

AGREEMENT. Made this 24th day of August, A. D., 1927, by and between

Marcellus C. Beer & Mary C. Beer his wife

of Canal Easton, The East Ohio Co., Ohio, hereinafter called the Lessor, and hereinafter called the Lessee.

WITNESSETH, That the said Lessor, for and in consideration of the sum of 2250 Dollars 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 unto the said Lessee for the sole and only purpose of drilling and operating for oil and gas, and all the constituents thereof, and of laying pipe lines, and of building tanks, stations and structures thereon, and thereon, to procure, take care of and transport the said products, with the right to remove, at any time, all appliances, fixtures and machinery placed thereon, and that certain tract of land, situated in Jackson Township

Section No. 19 in Jacob Beer & Sons' Subdiv. Highway, Township, Adams County, Ohio, bounded substantially as follows: North by lands of East by lands of South by lands of West by lands of containing 90 acres, more or less.

No well shall be drilled within 300 feet of the present buildings, unless both parties consent thereto. To have and to hold the same unto and for the use of the Lessee upon the following terms and conditions: IN CONSIDERATION OF THE PREMISES, the said Lessee covenants and agrees to deliver to the credit of the Lessor, as royalty, free of cost, in the pipe line to which the wells drilled by the Lessee may be connected the equal one-eighth part of all oil produced and saved from said leased premises, or at the Lessee's option to pay to the Lessor an amount equal to the market price of such one-eighth royalty oil based on the market price for oil of like grade and gravity prevailing on the date such oil is run into the pipe line or into storage tanks.

If gas only is produced, the Lessee agrees to pay as royalty two hundred dollars (\$200.00) each year, payments to be made quarterly, for the gas from each gas well drilled on said premises the product from which is marketed and used off the premises, or which the Lessee elects by payment of royalty to treat as a producing well. Lessor may lay a line to any one gas well on said lands and take gas produced therefrom 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 one hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of one 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. 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 Lessee 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.

This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the said Lessee for a term of twenty years and so much longer as oil or gas or their constituents are found on said premises in paying quantities in the judgment of the Lessee, provided however, that if at the termination of the 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 or gas or their constituents are or are found on said premises in paying quantities in the judgment of the Lessee. Provided, however, that this lease shall become null and void and all rights of either party hereunder shall cease and determine unless a well be commenced on the premises within 3 months.

Payments from the date hereof, or unless the Lessee shall hereafter pay at the rate of Dollars for each year, payments to be made quarterly, until the commencement of said well. It is further agreed that if the said well is drilled and proves to be a dry hole, a second well shall be commenced within one year from the completion of said well unless the Lessee, beginning with the expiration of such year, shall pay at the rate of Dollars for each year thereafter, payments to be made quarterly, until the commencement of a second well. Likewise, until a producing well be drilled, if said second or any subsequently drilled well should prove to be a dry hole, another well shall be commenced within one year after the completion thereof, unless, beginning with expiration of said year, the said dry hole rental be paid until another well be commenced. A dry hole or well shall be deemed to be a completed well which does not produce oil or gas in commercial quantities in the judgment of the Lessee. If a well shall be commenced before the end of any period for which rental has been paid for delay, the unexpired portion of said rental shall be credited to Lessee upon any royalty or well rental for said well.

If within the primary term of this lease production on the leased premises shall cease from any cause, and this lease shall terminate provided another well shall be commenced within one year from the date of such cessation, or provided the Lessee begins with the expiration of such year begins or resumes the payment of delay rental in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall remain in force during the term of this lease there should be drilled on adjoining property and within three hundred feet of any line of the leased premises a well producing as much as twenty-five barrels of oil per day for a period of thirty consecutive days, or an average of five hundred thousand cubic feet of gas into the line for a period of thirty consecutive days after such gas well has been connected with a gathering line, as to which well an offset has not already been or is not then being drilled; in which event Lessee agrees that it will within ninety days after such proving of such well, or within sixty days after the receipt of such written demand, whichever is later, begin and prosecute the drilling of an offset well on the leased premises; provided, however, that the Lessee shall have the option in lieu of drilling such offset well to surrender all of the leased premises except twenty-five acres of land around each producing well and each well drilled hereunder, such land to be designated by Lessee in as near a square form as practicable; provided, however, that if the leased premises be of an area of twenty-five acres or less one producing well thereon shall be deemed to be an offset well in full compliance of any and all obligations to offset wells upon adjoining premises. It is further provided that Lessee, in lieu of the drilling of any such offset well to a well producing gas in the amount aforesaid on an adjoining property, may pay to Lessor a well rental of the hundred thousand cubic feet of gas per day. 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 Marcellus C. Beer or by deposit in the Lessor's credit in the Ohio Merchants Trust Co. Bank at Columbus, Ohio.

Such deposits with said depository may be made by check mailed or delivered within the respective quarterly periods. In case the Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rental herein provided for shall be paid to said Lessor only in the proportion to which his interest bears to the whole and undivided fee. No change of ownership in the land or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessee either by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment or by the receipt of such original instrument of assignment 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 shall be payable to the owner or owners upon whose respective parcel the producing well is located, and there shall be no obligation upon the Lessee to offset wells on separate tracts into which the leased premises may be divided by sale, devise or otherwise, and the drilling of a well or the existence of a producing well on any parcel shall have the same effect by way of existing payment of delay or acreage rentals and otherwise, as though the premises had not been divided. It is agreed, however, on the event this lease shall be assigned as to a part or as to parts of the above described lands, this lease shall be treated as severable and as though there were separate and distinct leases covering the respective parts or parts, and if the builder or owner of any such part or parts of the leased premises hereunder such failure or default shall not operate to payment of the proportionate part of the rent due from him or them or in the performance of any other obligations hereunder such failure or default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said land as to which the said Lessee or any assignee hereof is not in default hereunder. It is agreed that said Lessee, throughout the duration of this lease, may drill or not drill an said land, as Lessee may elect, and that the consideration and rentals paid, and the land rentals or royalties which may hereafter be paid, constitute adequate compensation for such privilege. Lessee shall bury, when so requested by Lessor, all pipe lines used to conduct gas or oil off the premises and pay all damages to growing crops caused by operations under this lease; said damages, 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 as aforesaid, and the award of such three persons shall be final and conclusive.

Lessor agrees that Lessee is to have the privilege of using said oil, gas and water for operating on said premises and the right at any time during or after the expiration of this lease to remove any machinery or fixtures, including pipe and well casing placed on said premises, and further, upon payment to the Lessor of one (\$1.00) dollar and all rentals and royalties due hereunder to date of surrender, 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 or partial surrender of this lease on the margin of the record hereof, any of which shall be a full and legal surrender of this lease as 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 relating in any way to the portion or all of the above tract 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 does for himself, his heirs, executors, administrators and assigns, covenant with the Lessee, its successors and assigns, that he has a good and lawful title to the above described premises, and that he will warrant and defend the rights, interests and estate herein conveyed against all claims and demands whatsoever, and agrees that the Lessee shall have the right of its option at any time to pay any mortgages, or other liens on said premises, or default of payment thereof by Lessor, and the Lessor covenants thereupon to reimburse and pay to the Lessee the amount or amounts so paid with interest; and it is mutually covenanted and agreed that the entire amounts so paid by the Lessee for the Lessor hereunder are and shall always be a first and best lien upon all the interest of the Lessor in said premises.

It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter of the agreement, 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 and seals.

Signed and acknowledged in the Presence of: Marcellus C. Beer (Seal), Mary C. Beer (Seal), J. D. ... (Seal), ... (Seal)

STATE OF Ohio, On this 31st day of August, A. D., 1927, before me, J. W. ... Notary Public, in and for said County of Adams

personally appeared the said Marcellus C. Beer & Mary C. Beer their free act and deed, 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. J. W. ... (Seal) Notary Public, in and for the State of Ohio.

See Release Record Vol. 9 Page 159

Perry, County of Stark, and State of Ohio, and being Part of Section 6 therein, which said lands are described as follows:

Bounded on the North by lands now or formerly owned by	} Odd Lot 68 City of Massillon
Bounded on the East by lands now or formerly owned by	
Bounded on the South by lands now or formerly owned by	
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 on a line 20 feet from north Boundary starting on east boundary which is first St. K.E. and extending west to west boundary which is Ohio Canal.

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 3rd day of June 1941.

Signed in the presence of:

Charles E. Schworm

Emma Mears
A. R. Mears

Perry - 6
Stark

STATE OF OHIO, COUNTY OF STARK, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named Charles E. Schworm who, being by me duly sworn, acknowledges the signing of the foregoing easement to be his free act and deed for the giving and granting of the rights therein named, including dower, and that he is still satisfied therewith.

Witness my hand and official seal this 3rd day of June, 1941.

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

Received for Record June 23, 1941
at 1:50 P. M.

My Commission Expires April 4, 1943.

Recorded July 29, 1941.

Frank J. Shisler, Recorder.

HK

EASEMENT. Andrew Rohr - 11500-8

452637 \$1.00

Andrew 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 Grantors situated in the Township of Jackson, County of Stark, and State of Ohio, and being Part of Section 19 and 30B therein, which said lands are described as follows:

Bounded on the North by lands now or formerly owned by	C. T. Rohr
Bounded on the East by lands now or formerly owned by	A. & B. Rohr, Ralph Smith, Fred J. Kaufman
Bounded on the South by lands now or formerly owned by	Charles E. Oberlin, R. W. Smith

Bounded on the West by lands now or formerly owned by R. W. Smith, Crystal Springs Park Company

The easement herein granted is more definitely described as follows:

The poles shall be located within the limits of County Roads #352 and #236, and U. S. Route #21, 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 2nd day of June, 1941.

Signed in the presence of:

Andrew Rohr

Emma Kears

Jackson - 19 & 30B
Stark

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 Andrew 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 the rights therein named, including dower, and that he is still satisfied therewith.

Witness my hand and official seal this 2nd day of June, 1941.

A. R. Mears

A. R. Mears, Notary Public (SEAL)

Received for Record June 23, 1941

My Commission Expires April 4, 1943.

at 1:50 P. M.

Recorded July 29, 1941

Frank J. Shislar, Recorder.

HK 64

EASEMENT E. D. Chidester-19350-D

452638 \$1.00

Andrew 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 19 therein, which said lands are described as follows:

Bounded on the North by lands now or formerly owned by W. T. & I. Rohr

Bounded on the East by lands now or formerly owned by Joseph Rohr, et al

Bounded on the South by lands now or formerly owned by Crystal Springs Park Company

Bounded on the West by lands now or formerly owned by K. C. Oser

The easement herein granted is more definitely described as follows:

The poles shall be located within the limits of County Roads #71 and #354, 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

#78

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 herunto set our/my hand this 2nd day of June, 1941.

Signed in the presence of:

Andrew Rohr

Emma Mears

Jackson - 19
Stark

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 Andrew 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 the rights therein named, including dower, that he are/is still satisfied therewith.

Witness my hand and official seal this 2nd day of June, 1941.

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

Received for Record June 23, 1941

My Commission Expires April 4, 1943

at 1:50 P. M.

Recorded July 29, 1941

Frank J. Shialer, Recorder.

HK 4-

EASEMENT.

Elizabeth Notman

452639 \$1.00

Elizabeth Notman

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 Tuscarawas, County of Stark, and State of Ohio, and being Part of Section 11B therein, which said lands are described as follows:

Bounded on the North by lands now or formerly owned by Ida Ralston - G. W. Notman

Bounded on the East by lands now or formerly owned by Amos Frey

Bounded on the South by lands now or formerly owned by J. E. & S. B. Boyd

Bounded on the West by lands now or formerly owned by Alcide Mourer

The easement herein granted is more definitely described as follows:

The poles shall be located within the limits of County Road #339, 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.

XX For any gas well gauging one million cubic feet daily or less \$200 per annum and at the rate of \$200 per million per annum for each additional million cubic feet, wells to be gauged annually and paid for accordingly, payments to be made quarterly.

117 # 79

OIL and GAS LEASE

132645

FROM Andrew Rohr, Baulah Rohr TO THE OHIO FUEL GAS CO.

THIS AGREEMENT, Made and entered in to this 25th day of November

A. D. 19 41 by and between Andrew Rohr and Baulah Rohr, husband and wife

hereinafter called the Lessor, and THE OHIO FUEL GAS COMPANY, an Ohio corporation, 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, do hereby grant unto the Lessee all of the oil and gas and all of the contingents 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 contingents 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 may be necessary and convenient in removing the above named products there from by pipe lines or otherwise for a term of 10 years from the date hereof, and to produce therefrom as oil, gas, or their contingents are produced in paying quantities, therefrom, all of that certain tract of land situated in Section No. 16,

Township of Jackson County of Stark and State of Ohio, bounded substantially as follows: W. T. & L. Rohr On the North by the lands of Henry Rohr On the East by the lands of H. D. Chidester On the South by the lands of W. C. Oscar On the West by the lands of containing Forty-six (46) acres, more or less, being all the land owned by Lessor in said Township. Provided, however, that if at the termination of said term, either primary or extended, there is a well in process of being drilled on said lands, then this lease shall continue in force so long as the drilling of such well is continued with reasonable diligence and to much longer thereafter as oil or gas or their contingents are found on said premises in paying quantities, in the judgment of the Lessee. 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 owned by Lessee (15%) 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 in paying quantities. XX AS STATED ABOVE. Should commercial gas be marketed from any oil well however, the annual rental shall be twenty-five dollars (\$25.00) per year for the use of said commercial gas.

Lessee to drill a well producing oil or gas in paying quantities on said premises within By Dec. 16, 1941. Should the well produce oil or gas in paying quantities, the rental shall be Forty-six and no/100 (46.00) dollars (\$46.00) each year. If the well produces gas in paying quantities, the rental shall be a credit on the gas well rental. If all wells drilled under this agreement shall become exhausted and abandoned then Lessor shall resume the payment of the land rentals provided for herein and continue the same until a well producing oil or gas in paying quantities shall be drilled on the lands surrendered as provided herein.

Lessee to bury, when so requested by Lessor, all pipe lines used in collecting 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 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 measurement and regulation shall be by meter and regulators set at the top of 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 average rentals, or royalties on any well, or wells, used and to be paid, as herein provided, are and will be accepted by Lessor as adequate and full consideration in making 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 owns only a fraction of the acreage in the oil and gas in the above described lands, then Lessor shall receive such fraction only of the rentals and royalties above specified; this lease shall extend to and bind any interest or estate in the oil and gas in the above described lands hereafter acquired by Lessor.

Payment of all taxes due on this lease may be made, by cash or check, to Andrew Rohr. Lessor agrees that Lessee is to have the privilege of using petroleum oil, gas, or water, for fuel, in operating premises and the right as any time during the term of this lease or within a reasonable time after its expiration to remove any machinery or fixtures placed on said premises and further, upon the payment to the Lessor of one dollar and all accounts 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 surrenderer 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 average rental herebefore set forth shall be reduced in proportion to the acreage surrendered. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the lease has been furnished with a written transfer or assignment or a certified copy hereof.

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. And Lessee shall further have the right to reimburse itself by applying to the discharge of said mortgages or other lien, or payments made by it, the rentals and royalties accruing hereunder.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their signatures and seals this 25th day of November 1941. Andrew Rohr, Baulah Rohr

Notary Public, Howard J. Reed, Chas. M. DeWalt, Notary Public

THE OHIO FUEL GAS CO. THE OHIO FUEL GAS COMPANY

COUNTY of STARK THE STATE OF OHIO Personally appeared before me, Andrew Rohr and Baulah Rohr, 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 official seal this 26th day of November A. D. 1941. Chas. M. DeWalt, Notary Public

THE STATE OF OHIO COUNTY OF Personally appeared before me, 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 official seal this 26th day of November A. D. 1941.

Received Jan. 10, 1942 at 9:05 in Stark County, Ohio. Record of Index, Vol. 63, Page 14. Frank J. Shisler, Recorder

RELEASE THE OHIO FUEL GAS CO., Lessee, having paid to the lessor one dollar and all amounts due hereunder, and having elected and all its rights hereunder, does hereby surrender and cancel the same and hereby endorse its surrender hereon day of THE OHIO FUEL GAS COMPANY, Vice President

#439 #17808-7/2/40 See Case No. 609-42 #41010-2/10/41 See Case No. 160-163

4225-7/11/42 See Case No. 160-163

WARRANTY DEED 1170977-11/5/62 See Vol 2858 pg 30.6 Esment

#59949 FROM
 M. C. OSER
 MARY E. OSER
 TO
 ANDREW C. ROHR
 BEULAH ROHR

KNOW ALL MEN BY THESE PRESENTS:

That I, M. C. OSER
 the Grantor
 for the consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS
 (\$ 1.00) received to my full satisfaction of
 ANDREW C. ROHR and BEULAH ROHR (husband and wife)
 the Grantee, s.,

do Give, Grant, Bargain, Sell and Convey unto the said Grantees, their heirs and assigns,
 the following described premises, situated in the Township of Jackson
 County of Stark, and State of Ohio, and known as-

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 (2501.3) 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, con-
 taining 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 lane which runs in an Easterly and Westerly
 direction across the middle portion of the tract herein conveyed.

To Have and to Hold the above granted and bargained premises, with the appurtenances there of
 the said Grantee s their heirs and assigns forever. And I, M. C. Oser
 the said Grantor, do for myself
 and my heirs, executors and administrators, covenant with the said Grantee s their heirs
 and assigns that at and until the enrolling of these presents, I am 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 the manner and form as above written;
 that the same are Free and Clear from all Incumbrances whatsoever:

except the taxes and assessments due and payable in December, 1945, and thereafter, which the
 Grantees herein assume and agree to pay,

and that I will Warrant and Defend said premises, with the appurtenances thereunto belong-
 ing to the said Grantee s their heirs and assigns forever, against all lawful claims and demands whatsoever.
 except as above noted. And for valuable consideration I, MARY E. OSER (wife of the said M. C. Oser),

do hereby Remise, Release and Forever Quit-Claim unto the said Grantee s their heirs and assigns all my
 right and expectancy of Dower in the above described premises.

In Witness Whereof, we have hereunto set our hand s the 7th
 day of March, in the year of our Lord one thousand nine hundred and forty-five

Signed and acknowledged in presence of
 M. C. Oser
 Agnes Linohan Mary E. Oser
 John V. Hammersmith

THE STATE OF OHIO, STARK COUNTY, ss.

Before me, a Notary Public in and for said County and State, personally appeared the above named
 M. C. OSER AND MARY E. OSER

who acknowledged that t he y did sign the foregoing instrument and
 that the same is t heir free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Massillon, Ohio
 this 7th day of March, A. D. 19 45.

John V. Hammersmith, Notary Public,
 John V. Hammersmith Notary Public
 for the State of Ohio
 My Commission expires April 17, 1946

Transferred Mar. 12, 1945 (BW)
 Received Mar. 12, 1945 at 2:31 P. M.
 Recorded Apr. 9, 1945
 Recorder's Fee, \$.90 I. R. S. \$ 11.55

(SEAL)

J. I. Newcomer Recorder

os

Rw 70, 1957 MS B. 59-593-350.21

HARRY MALLALIEU

846

VOL. 2655 PAGE 455

Parcel No.

Form 433 (Rev. 8-23) Exemption

#81

KNOW ALL MEN BY THESE PRESENTS:

That HARRY L. MALLALIEU AND MARION E. MALLALIEU HUSBAND AND WIFE claiming title by virtue of instrument recorded in Volume 1598, Page 422, of the Stark County Record of Deeds

the Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received to the 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 Section 24

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

The poles shall be located along a line beginning at a point on Grantor's east property line and extending in a westerly direction across Grantor's lands to serve 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 to its successors and assigns, forever, and the Grantors represent that they are the owners of the premises herein described and that the same are free and clear from all encumbrances, except.

and for valuable consideration the Grantors do 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 25TH day of November, 1957
SIGNED IN THE PRESENCE OF:

William S. Richards *Harry H. Mallalieu*
Charles E. Jones *Marion E. Mallalieu*

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

HARRY MALLALIEU AND MARION E. MALLALIEU 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 RD #1 CANAL FULTON, O. this 25TH day of November, 1957

This Instrument was prepared by JAMES B. LILLEY Attorney at Law

Charles E. Jones
Notary Public, State of Ohio
My Commission Expires Jan. 1, 1960

846

Easement No. 20-1257 Parcel No.

EASEMENT from

H. MALLALIEU

to

OHIO EDISON COMPANY

DEC 29 1957
RECEIVED FOR RECORD
11:00 a.m. 12/30/57
RECORDED DEC 30 1957
In Stark County Records
Vol. 2655 Page 456
EDMUND B. HORTON
Recorder

#82

Rw 69, 1957

MS B. 57-573-350.21

A. R. 1118

Form 435 (Rev. 8-53) Easements

847

VOL. 2655 PAGE 457

Parcel No.

KNOW ALL MEN BY THESE PRESENTS:

That ANDREW ROHR AND BEULAH ROHR HUSBAND AND WIFE claiming title by virtue of instrument recorded in Volume 1431, Page 484, of the Stark County Record of Deeds,

the Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received to OUR 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 Jackson, County of Stark and State of Ohio, being part of Section 19, Jackson Twp and part of Jackson Township,

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

The poles shall be located along a line beginning at Township Road #354, and extending in a westerly direction across Grantor's lands to Grantor's west property line.

The poles shall be located within the limits of Township Road #354 as now established and or as may hereafter be established or changed.

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 to its successors and assigns, forever, and the Grantors represent that they are the owners of the premises herein described and that the same are free and clear from all encumbrances, except.

and for valuable consideration the Grantors do 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 hands as of the 19th day of November 1957 SIGNED IN THE PRESENCE OF

Charles E Jones
Ronald Holla
Andrew Rohr
Beulah Rohr

STATE OF OHIO, COUNTY OF STARK, ss:

Before me, a NOTARY PUBLIC, in and for said County and State, personally appeared

ANDREW ROHR AND BEULAH ROHR, 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 RD # 3 MASSILLON, OHIO this 19th day of November 1957. This instrument was prepared by JAMES B. LILLEY, Attorney at Law. Notary Public, State of Ohio, Commission Expires Feb. 1, 1960.

847

Easement No. 69-1957 Parcel No.

EASEMENT

from

ANDREW ROHR

to

OHIO EDISON COMPANY



#83

VOL 2858 PAGE 306

R/W 32,1962 MS 2402-360.21

70977

Form 425 (Rev. 1-4-61) Easement

Parcel No.

KNOW ALL MEN BY THESE PRESENTS:

That ANDREW ROHR, a widower, claiming title by virtue of an instrument recorded in volume 1441, page 464 of the Stark County Deed Records, 1125 17

the Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations received to his full satisfaction of OHIO EDISON COMPANY, an Ohio corporation, the Grantor, 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 Jackson, County of Stark and State of Ohio, being part of S.W. Quarter Section #19 and part of N. W. Quarter Section #30

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

The poles shall be located along and not more than twenty five feet outside the west limits of Township Road 354 as now established and/or as may hereafter be established or changed, commencing at a point approximately one hundred and seventy-five feet north from the south line of Section #19, and continuing in a northerly direction for a distance of approximately nine hundred and fifty feet on grantor's property located in the S.W. Quarter, Section 19.

The poles shall also be located within the limits of township road #354, as now established and/or as may hereafter be established or changed, along grantor's property located in the S.W. Quarter Section 19 and the N.W. Quarter Section 30.

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.

NOTES 828 PAGE 306

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 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 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, I have hereunto set MY hand as of the 11TH day of OCTOBER 1962

SIGNED IN THE PRESENCE OF:

Joseph H. Smith _____ *Andrew Rohr* _____
Charles E. Jones _____

STATE OF OHIO, }
COUNTY OF STARK } SS:
ANDREW ROHR, A WIDOWER

Before me, a NOTARY PUBLIC, in and for said County and State, personally appeared

who acknowledged that HE did sign 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 at MASSILLON, OHIO this 11TH day of OCT 1962

This instrument was prepared by JAMES B. LITTLE, Attorney at Law

Charles E. Jones
Notary Public
CHARLES E. JONES, Notary Public
My Commission Expires Dec. 1, 1964

70977
307
Easement No. 22, 1962 Parcel No. _____
EASEMENT
from
ANDREW ROHR
to
OHIO EDISON COMPANY

RECEIVED FOR RECORD
NOV 5 1962
RECORDED NOV 6 1962
In Stark County Records
Vol. 2858, Page 306
BENJAMIN & MORTS
Recorder Fee \$0.00

#84

38935

WARRANTY DEED—No. 102A

The Ohio Legal Blank Co. Cleveland
Publishers and Dealers Since 1883

Know all Men by these Presents

That, I, Marion E. Mallalieu, married, mother of grantee
the Grantor
who claim title by or through instrument, recorded in Volume 3405, Page 232,
County Recorder's Office, for the consideration of ONE DOLLAR AND OTHER
VALUABLE CONSIDERATION----- Dollars (\$1.00 o.v.c.)
received to my full satisfaction of

Lee Sherman Mallalieu, son of Grantor
the Grantee,
whose TAX MAILING ADDRESS will be 5147 Crystal Lake Avenue N. W.
Massillon, Ohio 44614 do

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

and being part of the Southeast Quarter, Section 24 (T-1, R-10), more
fully bounded and described as follows, to-wit:

Beginning at the northeast corner of the Southeast Quarter of said
Section 24, thence S 02°28'46" W 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 S 02°28'46" W 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 N 87°31'14" W, a distance of 250.00 feet to a
point;
- 3). Thence N 02°28'46" E a distance of 857.71 feet to a
point in the center of said lane;
- 4). Thence N 86°15'03" E along the center of said lane a
distance of 251.41 feet to a point and the true place
of beginning.

The above described tract of land contains 5.000 acres of land
as surveyed by Dennis D. Fulk, Registered Surveyor No. 6176 in August, 1977.

DESCRIPTION OF THE CENTERLINE OF ACCESS LANE: Situated in the Township of Jackson,
County of Stark and State of Ohio, and being part of the Southwest Quarter of Section
19 (T-11, R-9), more fully bounded and described as follows, to wit: Beginning at the
Northwest Quarter of said Section 19, thence S 02° 28' 46" W along the west line of said
section, said line also being the township and range line, a distance of 860.42 feet to
a point on the centerline of the access lane to be described, said lane being previously
recorded in volume 3405, page 203 of the Stark County Records of Deeds, said point being
the true place of beginning of the centerline herein described; Thence S R1 50'57" E along
the centerline of said lane a distance of 131.15 feet to a point, thence S R6 10'17" E
and continuing along the centerline of said lane a distance of 1423.00 feet to a point
on the centerline of Crystal Lake Avenue N. W., said point being the end of the lane.

The above described line is the centerline of a 20 foot wide access lane with 10 feet
being on either side of the above described centerline. Grantor hereby conveys to
Grantee the right to use said lane for purposes of ingress and egress.
The above described centerline was surveyed in October of 1977 by Dennis D. Fulk,
Registered Surveyor No. 6176.

61.50 - TAKES
5.50 - LVS
3.50 - LVS

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

Vol. 4337 PAGE 384

Do Have and in Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, his heirs and assigns forever.

And I, Marion E. Mallalieu the said Grantor, do for myself and his my heirs, executors and administrators, covenant with the said Grantee at and until the ensueing of these presents, that I am 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 pro-rated to date of closing.

TRANSFERRED
354
DEC 19 1977
WILLIAM B. BOWMAN
STARK COUNTY AUDITOR
DEPUTY

IN COMPLETION
WITH DEPOSIT
DEC 19 1977
WILLIAM B. BOWMAN
STARK COUNTY AUDITOR
EXD. FEE 2.00 DEPUTY

"Deed checked for tract description only"
DEC 19 1977
JOSEPH A. STURRETT
STARK COUNTY ENGINEER
Deputy

and that I will Warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, his heirs and assigns, against all lawful claims and demands whatsoever.

And for valuable consideration

I, Harry Lee Mallalieu, husband of grantor, Marion E. Mallalieu, hereby remise, release and forever quit-claim unto the said Grantee, his heirs and assigns, all my right and expectancy of dower in the above described premises.

In Witness Whereof We have hereunto set our hands, the 22nd day of September, in the year of our Lord one thousand nine hundred and seventy-seven.

Signed and acknowledged in presence of

Paul Williams
James A. Croft

Marion E. Mallalieu
Marion E. Mallalieu

Harry Lee Mallalieu
Harry Lee Mallalieu

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

Marion E. Mallalieu and Harry Lee Mallalieu, husband & 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 44646 this 22nd day of September, A. D. 1977

This instrument prepared by:
PAUL WILLIAMS, ATTORNEY AT LAW
WILLIAMS, HOWELL, KENNEY & DEMSKY
216 First Street Northeast
Massillon, Ohio 44646
WILLIAMS, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION HAS NO EXPIRING

Paul Williams
Notary Public 16969



Marion E. Mallalieu, married

TO

Lee Sherman Mallalieu

Transferred 19

COUNTY AUDITOR

State of Ohio

County of Stark

Received for Record on the

day of DEC 19 1977

at 11:09 o'clock A. M.

and Recorded DEC 20 1977

in Deed Book 4007 Page 312

Paul Williams
Notary Public

Recorders Fee \$ 5.00

This instrument prepared by

PAUL WILLIAMS, ATTORNEY AT LAW

40

#85

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 L. MALLALIEU and MARION E. MALLALIEU, husband and wife; and LEE SHERMAN MALLALIEU and Helen L. Mallalieu, husband and wife,

WITNESSETH:

By a Warranty Deed from W. 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 300, of the Stark County Deed Records, for the consideration of \$11.00 and other valuable consideration recites 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-hundredths (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 (2501.3) 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 easements 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
at 2:28 o'clock P.M.
RECORDED SEP 14 1977
In Stark County Records
Vol. 4038 Page 62
KENNETH L. MOTTS
Recorder Fee \$5.00

This instrument is intended to set forth specifically the rights of license and access of Mary L. 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 2.922 acre tract conveyed out of said 61.5 acre tract in September of 1977.

Said rights of license and access are intended to follow to the successors, heirs and assigns of any and all parties to the within instrument so as to further amplify the interest 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 divisional, other than license and access 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 Mary L. 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. Mary L. Mallalieu

name one

4*

WITNESSES TO THE SIGNATURE ON PAGE 1.

James A. Craft as to 1.
James A. Craft as to 2.
William E. Dandy as to 3.
Shirley F. Dandy as to 4.
William E. Dandy as to 5.
Shirley F. Dandy 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, Lauree Dehr and Judith M. Dehr, husband and wife; Marion E. Mallalieu and Harry L. Mallalieu, husband and wife; and Lee Sherman Mallalieu and Helen 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. Dandy
 Notary Public for the State of Ohio
 My Commission Expires 12/31/78
 Sample 147.03 BC

#86

FD 232

80567 ⁹⁰⁵⁶⁷ 18194

VOL 204 PAGE 697

UNDERGROUND GAS STORAGE LEASE
(With Oil and Gas Production Rights)

THIS LEASE made on the 19th day of August 1980
between Harry L. Mallalieu (A widower)
of Canal Fulton, Ohio 44614
(herein called "Lessor") and The East Ohio Gas Company, an Ohio corporation of 1717 East Ninth Street, Cleveland, Ohio 44114 (herein called "Lessee"),
WITNESSETH THAT:

1. **PREMISES** Lessor leases exclusively to Lessee for the purposes stated herein all that certain tract of land situated in Lot/Section 24
Lawrence Township, Stark County, Ohio, bounded
substantially as follows:
North by lands of Holsing
East by lands of Twp. Line
South by lands of T. Bellion
West by lands of Yingling
being all the property owned by Lessor in that Lot/Section and any contiguous property in other sections and containing 57 acres,
more or less (herein called "Premises").

2. **STORAGE USES** Lessee may use the Premises for any underground gas storage purposes and all related activities, including, but not limited to drilling, operating, maintaining and reconditioning wells for injection, storing, holding in storage and removing gas of any kind, including gas lying under the Premises; pumping gas through wells or other means into, in and from any and all subsurface formations and reservoirs lying under the Premises, regardless of the source of such gas or the location of the wells or the means of so doing; monitoring and testing in connection with Lessee's storage activities; transporting, by pipeline or otherwise, across and through the Premises, oil, gas and their constituents and any other material or equipment used in connection with Lessee's operations on the Premises or other lands; placing, erecting, repairing and maintaining such wells, pipelines, tanks, equipment, structures and roads, under, over, across and through the Premises as Lessee deems appropriate for its storage operations; and maintaining non-operated area around active gas storage operations to protect the integrity of the storage pools and to allow for future expansion thereof (collectively herein called "Storage Uses"). Lessee shall have all other rights which are necessary for or reasonably incident to its use of the Premises for Storage Uses.

3. **PRODUCTION USES** Lessee may use the Premises for oil and gas production purposes and all related activities, including but not limited to drilling, operating for, producing and removing oil and gas and all constituents thereof; placing, erecting, repairing and maintaining such wells, pipelines, tanks, equipment, structures and roads on, under, over, across and through the Premises as Lessee deems appropriate for its oil and gas production operations (collectively herein called "Production Uses"). Lessee shall have all other rights which are necessary for or reasonable incident to its use of the Premises for Production Uses.

4. **TERM** Subject to the cancellation rights of the Lessee as set forth in paragraph 11 hereof, this Lease shall continue in force and the rights granted hereunder shall be quietly enjoyed by Lessee for a term of one year, and so much longer thereafter either:
a. As the Premises is designated to be for Storage Uses which shall occur when all or any part of the Premises is comprehended within an underground gas storage reservoir or protective area of Lessee as designated by Lessee according to applicable laws or regulations or according to Lessee's general practices relating to underground gas storage; or
b. As the Premises is used for Production Uses which shall occur when (i) any well on the Premises used for Production Uses (herein called "Production Well") has not been plugged and abandoned; or (ii) a Production Well is being drilled on the Premises.

5. **DELAY RENTAL** At any time during the term of this Lease that the Premises is being used neither for Storage Uses nor for Production Uses, Lessee shall pay to Lessor a delay rental at the rate of Two Hundred Eighty Five Dollars (\$285.00) each year, payable quarterly.

6. **STORAGE RENTAL** At any time during the term of this Lease that the Premises is being used for Storage Uses, Lessee shall pay to Lessor a storage rental as follows:
a. Five Hundred Dollars (\$500) per year per well on the Premises for Storage Uses (herein called "Storage Well"), payable quarterly; or
b. So long as no Storage Well is on the Premises, the delay rental amount as set forth in paragraph 5 hereof.

7. **ROYALTY** In addition to the storage rentals, if applicable, but subject to the provisions of paragraph 11 relating to development units, Lessee agrees to provide the following royalties:
a. To deliver to the credit of Lessor in tanks or pipelines the equal one-eighth (1/8) part of any oil produced and saved from the Premises from Storage Wells and from Production Wells; and
b. To pay to Lessor for gas production from Production Wells the sum of one-eighth (1/8) of the market value at the wellhead of gas marketed and used off the premises, such market value to be determined as if The East Ohio Gas Company was the purchaser of gas from the wells according to its then current gas purchase practices as they would pertain to each particular well.

8. **PAYMENT** All money due under this Lease shall be paid or tendered to Lessor by check made payable to the order of and mailed to Harry L. Mallalieu at 5153 Crystal Lake Ave.
Canal Fulton, Ohio 44614
P. O. Canal Fulton, Ohio 44614 and the said named person shall continue as Lessor's agent to receive any and all sums payable under this Lease regardless of changes in ownership in the Premises or in the oil or gas or in the rentals or royalties accruing hereunder until receipt by Lessee of notice of change of ownership as hereinafter provided.

9. **FREE GAS** Lessor may lay a pipe line to any one gas well on the Premises, whether a Production Well or a Storage Well, and take gas produced from that well for domestic use in one dwelling house on the Premises, 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 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 then current published rates of Lessee for residential customers in the town or area nearest the Premises. Lessor shall lay and maintain the pipe line and furnish and maintain regulators and other necessary equipment at Lessor's expense. This privilege is upon the condition precedent that Lessor shall subscribe to and be bound by the reasonable rules and regulations of Lessee relating to the use of free gas and shall maintain Lessor's pipe line, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas. If Lessor shall take excess gas as aforesaid in any year and fail to pay for same, Lessee may deduct payment for such excess gas from any rentals or royalties accruing to Lessor hereunder, and Lessee may terminate gas service to Lessor until arrearages are paid. Should the Premises be owned in separate parcels, only the owner of the parcel on which the well is located shall be entitled to the use of the free gas allowance from the well.

R/W 90-83

14
P649880-6160

035223

90-M-369

#87

KNOW ALL MEN BY THESE PRESENTS:

That Lauren & Judith Rohr, Husband and Wife

the Grantor(s), claiming title by virtue of instrument recorded in Volume 3405,

Page 203 of the Stark County Records, 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, together with the rights and privileges hereinafter set forth, for lines for the distribution of electric current, including communication facilities, in, under and across the following described premises:

Situated in the City/Township of Jackson, County of Stark,

State of Ohio, and being part of the SW Qtr of Section 19 T-11, R-9 and containing 90.000 acres.

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

A strip of land ten (10) feet in width along, outside and parallel to the westerly limits of Crystal Lake Ave. NW (T.R. 354) commencing at a point approximately one thousand six hundred fifty (1650) feet south of the centerline of Lafayette St. NW (S.R. 236) (said point also coinciding with an existing Ohio Edison Co. pole #2425/42); thence continuing in a northerly direction for a distance of approximately five hundred eighty (580) feet to a point; thence continuing in a westerly direction along Grantors' driveway for a distance of approximately two hundred fifty (250) feet to a point of termination.

Grantors' right to use of the right of way area is restricted to the grade established prior to the installation of such fixtures necessary for the underground distribution of electric current and no change in said grade may be made without approval of Grantee. If said change in grade requires change or relocation of Grantee's facilities, such change or relocation shall be at the expense of Grantor.

RECORDED THIS DATE
JANEE WEIR CREIGHTON
STARK COUNTY RECORDER

90 SEP 27 PM 3:12

FEE 18.00

INDEX	5
RESEP	5
	KRT

TRANSFER NOT NECESSARY
SEP 27 1990
WILLIAM B BOWMAN
AUDITOR STARK COUNTY
Mark Deputy

In addition to said easement and right of way, the following rights are hereby granted to Ohio Edison Company:

- (1) To install, construct, inspect, operate, replace, repair, patrol, maintain and remove in, under and along said right of way across said premises such cables, wires, pipes, conduits, service pedestals, above-surface and sub-surface transformers, transformer pads, service hand-holes and other usual fixtures and appurtenances as may by Grantee be deemed necessary or become necessary for or in connection with the underground distribution of electric current, including communication facilities;
- (2) To enter and pass on, over and across any part of said lot(s) when reasonably necessary for access to and from said right of way, and to use the premises parallel to and adjoining the boundaries of said right of way for piling dirt and for the operation of apparatus, appliances and equipment in exercising any of its rights enumerated herein;
- (3) To trim, cut and remove at any and all times any trees, limbs, roots, underbrush or other obstructions within or near said right of way which may in the judgment of the Grantee interfere with, limit access to or endanger transformers, service pedestals, cables or their appurtenances, or their efficient operation;
- (4) To install, construct, inspect, operate, replace, repair, patrol, maintain and remove in, under and along said right of way and within the street limits cables, wires, pipes, conduits, street light standards and other usual fixtures and appurtenances as may by Grantee be deemed necessary or become necessary for or in connection with the operation of street lights.

Grantor(s) reserve(s) the right to use the right of way area, but only for the purpose of planting grass, flowers and ornamental shrubbery and subject to Grantee's rights enumerated herein. In the event Grantee digs up the right of way or a portion thereof, or otherwise uses the right of way for any of the purposes herein enumerated, which requires the removal of said flowers or shrubbery, Grantee shall exercise ordinary care in removing and replanting them but will not assure the continued life of the flowers or shrubbery so removed and replanted.

The easement and rights herein granted are subject to the equal rights of other utilities in that portion of said premises which is designated on the plat of _____ Allotment as "_____ foot easement for utility purposes."

TO HAVE AND TO HOLD the said easement, rights and right of way and its appurtenances unto said Grantee, its successors and assigns, forever; and the Grantor(s) represent(x) that they is/are the owner(s) of the above-mentioned premises herein described.

IN WITNESS WHEREOF, Lauren & Judith Rohr has/have executed this easement this 31st day of July, 1990.

SIGNED IN THE PRESENCE OF:

1. [Signature]
witness
2. [Signature]
witness

[Signature]
Lauren Rohr
[Signature]
Judith Rohr

This instrument was prepared by KATHY J. KOLICH Attorney at Law

STATE OF OHIO }
COUNTY OF Stark } SS:

The foregoing instrument was acknowledged before me this 31st day of July, 1990 by Lauren & Judith Rohr, Husband and Wife, Grantor(s).

SEAL

[Signature]
Notary Public
KENNETH W. OGWINS
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES JULY 7, 1993

THIS SPACE RESERVED FOR RECORDER'S STAMP

#88

83

VOL 1685 PAGE 409

RECORDED THIS DATE
JANE VIGNOS
STARK COUNTY RECORDS

94 JUL 27 PM 3:52

040903

REC 1400

INDEX	
DESCR	
C-REF	
1-5170	

GENERAL WARRANTY DEED

CYNTHIA MONTINI, married; EDWARD B. MALLALIEU, married, by CYNTHIA MONTINI, his attorney in fact by virtue of power of attorney recorded in Official Record ___ page _____, and LEE S. MALLALIEU, married, of Stark County, Ohio, for valuable consideration paid, grant with GENERAL WARRANTY COVENANTS to LAUREN R. ROHR, whose TAX MAILING ADDRESS is 5255 Crystal Lake, N.W., Canal Fulton, Ohio 44614, the following real property:

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; thence southward along the section line 1830.0 feet; thence westward 1460.0 feet; 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.

25-00182
 - 12-1974
 LK

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 46 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; thence continuing south 02 degrees 28 minutes 46 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; thence north 87 degrees 31 minutes and 14 seconds west a distance of 250.00 feet to a point; thence north 02 degrees 28 minutes 46 seconds east a distance of 857.71 feet to a point in the center of said lane; thence north 86 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, more or less.

Together with and including such rights to the use of a lane as may be 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, (See attached copy) 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 62 of the Stark County, Ohio, Records. (See attached copy).

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.

Subject further to all taxes and assessments, both general and special, covering the period of time subsequent to the date of this conveyance, all of which the Grantee herein assumes and agrees to pay.

Prior Instrument Reference: Official Record 1390, page 734 and Official Record 1357, page 413.

Permanent Parcel No. 25-00122

BARBARA B. MALLALIEU, wife of the Grantor, Edward B. Mallalieu, by CYNTHIA MONTINI, her attorney in fact by virtue of power of attorney recorded in Official Record _____, page _____, Stark County, Ohio, Records, releases all her rights of dower therein.

008493

HELEN MALLALIEU, wife of the Grantor, Lee S. Mallalieu, releases all her rights of dower therein.

JAMES EDWARD MONTINI, husband of the Grantor, Cynthia Montini, releases all his rights of dower therein.

WITNESS our hands this 26th day of July, 1994.

Signed and acknowledged in the presence of TWO WITNESSES:

Rod R. Guiley
Shelley Schauteger
FOR ALL

Cynthia Montini
CYNTHIA MONTINI

Edward B. Mallalieu
EDWARD B. MALLALIEU

Cynthia Montini
CYNTHIA MONTINI, Attorney-in-fact for Edward B. Mallalieu

Barbara Mallalieu
BARBARA MALLALIEU

Cynthia Montini
CYNTHIA MONTINI, Attorney-in-fact for Barbara Mallalieu

Lee S. Mallalieu
LEE S. MALLALIEU

Helen Mallalieu
HELEN MALLALIEU

James Edward Montini
JAMES EDWARD MONTINI

STATE OF OHIO, STARK COUNTY, SS:

The foregoing instrument was acknowledged before me this 26th day of July, 1994, by CYNTHIA MONTINI and JAMES EDWARD MONTINI, husband and wife; EDWARD B. MALLALIEU and BARBARA B. MALLALIEU, husband and wife, by Cynthia Montini their attorney in fact by virtue of powers of attorney recorded in Official Record _____, page _____, and Official Record _____, page _____, Stark County, Ohio, Records and LEE S. MALLALIEU and HELEN MALLALIEU, husband and wife.

Rod R. Guiley
Notary Public

RODNEY R. GUILLEY, Attorney At Law
Notary Public, State of Ohio
My Commission Has No Exp. Date
Under Section 147.03 R. C.
Recorded In Stark County

This instrument prepared by:
Rod R. Guiley
Attorney at Law
4368 Dressler Rd., N.W.
Canton, Ohio 44718

JANET WEIR CREIGHTON
Stark County Auditor

FEE 180.00

JUL 27 1994

TRANSFERRED 50¢
TRANSFER NOT NECESSARY

DEPUTY JAS
IN COMPLIANCE WITH ORC 319.202

#89

Know all Men by these Presents

NO. 3405 PAGE 203

That,

I, ANDREW C. ROHR

, the Grantor

for the consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS-----

received to my full satisfaction of

----- LAUREN ROHR and JUDITH M. ROHR-----

10015 Lafayette Drive, N.W., Massillon, Ohio

, the Grantees, do

Give, Grant, Bargain, Sell and Convey unto the said Grantees, their

heirs and assigns, the following described premises, situated in the Township of

Jackson, County of Stark, and State of Ohio.

TRACT I. 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 2484 feet; thence East, parallel to the South line of said quarter section, 1644.6 feet to a point on the center line of a certain public road; thence North along the center line of said road 2501.3 feet to the North line of said quarter section; thence West along the quarter section line 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 lane which runs in an Easterly and Westerly direction across the middle portion of the tract herein conveyed.

TRACT II. And known as and being a 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; thence westerly along the south line of said section, 1654 feet to the southwest corner of said section; thence northerly along the west line of said section 173 feet; 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 (6½) acres of land, more or less. EXCEPTING 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; thence North 1 degree 46 minutes West with the center of said street, a distance of 174.20 feet to an iron pin; thence North 86 degrees 00 minutes West and parallel to the south section line, a distance of 625.00 feet to an iron pin; thence South 1 degree 46 minutes East, a distance of 174.20 feet to an iron pin on the south section line; 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.

TRACT III. 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 26½ degrees East on the North line of said Section 1656.26 feet to the center line of a certain public road; thence in the center of said road South 30 minutes West 521.4 feet; thence North 86½ degrees West on a line parallel with the North line of the Section 1683 feet to the West line of said Section; thence North 3½ 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. Bachtel of the Stark County Engineer's Office, on July 29, 1930, as shown in Field Book 313, Page 17, to all of which reference is hereby made.

8005

TRACT - II - 19 195 W - 6.50 AC
 T-354 4.01 AC
 LEAFY 2.49 AC
 TRACT (C) 1
 (112)

1941-3405-Page 204

TRACT IV. And known as and being part of the southwest quarter of section 19, Jackson Township, and bounded and described as follows: Beginning at a point 947.4 feet north of the southeast corner of said quarter; thence north along the east line of said quarter 1547.5 feet to an iron pin on the center line of a certain public road; thence northwest along the center line of said road 270.0 feet to a point on the north line of said quarter; thence west along the north line of said quarter 990.0 feet to the center line of a certain public road; thence south along the center line of said road 1727.5 feet to a point 940.25 feet north of the south line of said quarter; thence east 1123.72 feet to the place of beginning. The above described tract contains approximately 45.6 acres, be the same more or less, but subject to all legal highways; EXCEPTING from said tract of land the following described premises:

Situated in the Township of Jackson, County of Stark and State of Ohio, and known as and being a part of the Southwest Quarter of Section No. 19 in said Township, and beginning the description for the same at an iron pin on the East line of said Quarter 947.4 feet North of the Southeast corner of said Quarter; thence North 85 degrees West, 1109.0 feet to an iron pin on the center line of a certain public road; thence North 1 degree, 53 minutes East along the center line of said road 400.0 feet to an iron pin; thence South 85 degrees East 1129.3 feet to an iron pin on the East line of said Quarter, and thence Southward along the Quarter line 400.0 feet to the place of beginning, and containing 10.28 acres of land, more or less, but subject to all legal highways, leaving 35.32 acres of land in the tract hereby described; and further EXCEPTING from said tract of land the following described premises:

Situated in the Township of Jackson, County of Stark and State of Ohio, and known as and being a part of the Southwest Quarter of Section 19, Township 11 and Range 9, and further described as follows: Beginning for same at an iron pin at the Southeast corner of the Southwest Quarter of Section 19; thence North 4 degrees 30 minutes East with the East Quarter Section line a distance of 1347.4 feet to an iron pin at the Southeast corner of A. Rohr property, said iron pin shall be known as the true place of beginning for the tract herein described; thence continuing North 4 degrees 30 minutes East with the quarter section line a distance of 30.0 feet to an iron pin; thence North 85 degrees 00 minutes West, parallel to the South line of A. Rohr property, a distance of 1130.67 feet to a point in the center of Crystal Lake Ave. (T-354), (witnessed by an iron pin 22.53 feet East on the North property line); thence South 1 degree 53 minutes West with the center of said road a distance of 30.04 feet to a point (witnessed by an iron pin 22.53 feet East on the South property line); thence South 85 degrees 00 minutes East a distance of 1129.3 feet to the true place of beginning and containing 0.78 of an acre, more or less; all subject to oil and gas leases and easements of record, and subject further to all legal highways, the same being applicable to all of the tracts herein conveyed.

Deed checked for tract description only
JUL 16 1969
JOSEPH A. STURR
STARK COUNTY ENGINEER

~~has the same been or will be 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 I Andrew C. Rohr,

the said Grantor do for myself and my heirs, executors and administrators, covenant with the said Grantee's, their heirs and assigns, that at and until the sealing of these presents, I am 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 due and payable in June, 1970 and thereafter, which the Grantees herein assume and agree to pay, and subject to zoning and building regulations of the Township of Jackson,

RECEIVED FOR RECORD
 AUG 15 1969
 at 3:42 o'clock P M
 RECORDED AUG 18 1969
 In Stark County Records
 Vol. 3405, Page 205
 KENNETH E. MOITS
 Recorder Fee 3.00

EVL 3405 PAGE 205

and that I 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 except as above noted.

And for valuable consideration I, Susanna Rohr, wife of the said Andrew C. Rohr,

do hereby remise, release and forever quit-claim unto the said Grantee s, their heirs and assigns, all my right and expectancy of Dower in the above described premises

In Witness Whereof, We have hereunto set our hands, the 25th day of July, in the year of our Lord one thousand nine hundred and sixty-nine.

Signed and acknowledged in presence of

[Handwritten signatures]

RECORDED FOR TRANSMITTAL
 AUG 9 1969
 1140

State of Ohio, } Before me, a Notary Public
 Stark County, } ss. in and for said County and State, personally appeared the above named Andrew C. Rohr and Susanna Rohr, 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 25th day of July A D 19 69

JOHN V. HARRIS, Notary Public
 Notary Public, State of Ohio
 My Commission Has No Expiration
 Date Sec. 147.03 R.C.
 Notary Public
 Deed Reference:
 Vol. 2398, page 532
 Vol. 1401, page 484
 Vol. 1274, page 248
 This instrument prepared by JOHN V. HARRIS, ATTORNEY, MASSILLON, OHIO

Parcel: 2600255
BUTTERBRIDGE REAL ESTATE
MANAGEMENT LTD

BUTTERBRIDGE RD NW

Parcel

Address	BUTTERBRIDGE RD NW
Unit	
City, State, Zip	CANAL FULTON OH 44614-
Routing Number	26024NW010700
Class	A - AGRICULTURAL
Land Use Code	121 - A - CAUV, 50%+ WOODLAND VACANT
Tax Roll	RP_OH
Neighborhood	26010001 - 26010001
Acres	43.45
Taxing District	00230
District Name	LAWRENCE TOWNSHIP - NORTHWEST LSD
Gross Tax Rate	83.95
Effective Tax Rate	51.071762
Non-Business Credit	8.9799
Owner Occupancy Credit	2.2449

[Link to GIS Map Application](#)

Auditor Alerts

Exempt Status	-
Sewer Flag	-
One Year Note	-

Owner

Owner 1	BUTTERBRIDGE REAL ESTATE MANAGEMENT LTD
Address	2824 WOODLAWN AVE NW
	CANTON OH 44708

Tax Mailing Name and Address

Mailing Name 1	BUTTERBRIDGE REAL ESTATE MANAGEMENT LTD
Mailing Name 2	
Address 1	2824 WOODLAWN AVE NW
Address 2	
Address 3	CANTON OH 44708

Click Here for Address Change Form

Mortgage Company
Mortgage Company Name
Mortgage Company Address

Treas Code

921 - TAX LIEN REJECTED 2021

Legal

Legal Desc 1 24 NW 43.45A
Legal Desc 2
Legal Desc 3
Notes

Taxing District 00230
District Name LAWRENCE TOWNSHIP - NORTHWEST LSD
Tax Map

Credits & Programs

Homestead Exemption NO
Disabled Veteran Benefit NO
Owner Occupancy Credit NO
Non-Business Credit YES
CAUV Reduction YES
Agriculture District NO

Property Inspections/Reviews

Date	Entrance Code	Info Code	Reviewer ID
27-MAY-20	7:REVIEW REPORT	A:APPRAISER	JEM
29-MAY-19	14:INSPECTION	I:INSPECTOR	ALM
10-DEC-18	4:EXTERIOR (NO ACCESS)	A:APPRAISER	JEM
14-APR-17	10:PICTOMETRY	A:APPRAISER	JEM
01-NOV-16	14:INSPECTION	I:INSPECTOR	ALM
02-DEC-15	14:INSPECTION	I:INSPECTOR	ALM
11-SEP-14	14:INSPECTION	I:INSPECTOR	LKD
01-JUN-10	14:INSPECTION	I:INSPECTOR	GKI
21-MAR-00	4:EXTERIOR (NO ACCESS)	A:APPRAISER	GKI
21-MAR-00	10:PICTOMETRY	A:APPRAISER	GKI

Parcel: 2612903
BUTTERBRIDGE REAL ESTATE
MANAGEMENT LTD

5696 BUTTERBRIDGE RD NW

Parcel

Address	5696 BUTTERBRIDGE RD NW
Unit	
City, State, Zip	CANAL FULTON OH 44614-9719
Routing Number	26024NW010500
Class	A - AGRICULTURAL
Land Use Code	111 - A - CAUV, CASH - GRAIN FARM
Tax Roll	RP_OH
Neighborhood	26010001 - 26010001
Acres	48.62
Taxing District	00230
District Name	LAWRENCE TOWNSHIP - NORTHWEST LSD
Gross Tax Rate	83.95
Effective Tax Rate	51.071762
Non-Business Credit	8.9799
Owner Occupancy Credit	2.2449

[Link to GIS Map Application](#)

Auditor Alerts

Exempt Status	-
Sewer Flag	-
One Year Note	-

Owner

Owner 1	BUTTERBRIDGE REAL ESTATE MANAGEMENT LTD
Address	2824 WOODLAWN AVE NW
	CANTON OH 44708

Tax Mailing Name and Address

Mailing Name 1	BUTTERBRIDGE REAL ESTATE MANAGEMENT LTD
Mailing Name 2	
Address 1	2824 WOODLAWN AVE NW
Address 2	
Address 3	CANTON OH 44708

Click Here for Address Change Form

Mortgage Company
Mortgage Company Name
Mortgage Company Address

Treas Code

Legal

Legal Desc 1 24 NW 48.62A
Legal Desc 2
Legal Desc 3
Notes

Taxing District 00230
District Name LAWRENCE TOWNSHIP - NORTHWEST LSD
Tax Map

Credits & Programs

Homestead Exemption NO
Disabled Veteran Benefit NO
Owner Occupancy Credit NO
Non-Business Credit YES
CAUV Reduction YES
Agriculture District NO

Property Inspections/Reviews

Date	Entrance Code	Info Code	Reviewer ID
27-MAY-20	7:REVIEW REPORT	A:APPRAISER	JEM
29-MAY-19	14:INSPECTION	I:INSPECTOR	ALM
10-DEC-18	4:EXTERIOR (NO ACCESS)	A:APPRAISER	JEM
26-APR-17	4:EXTERIOR (NO ACCESS)	A:APPRAISER	JEM
14-APR-17	10:PICTOMETRY	A:APPRAISER	JEM
01-NOV-16	14:INSPECTION	I:INSPECTOR	ALM
02-DEC-15	14:INSPECTION	I:INSPECTOR	ALM
11-SEP-14	14:INSPECTION	I:INSPECTOR	LKD
01-JUN-10	14:INSPECTION	I:INSPECTOR	GKI
01-NOV-02	4:EXTERIOR (NO ACCESS)	A:APPRAISER	RGR
01-NOV-02	10:PICTOMETRY	A:APPRAISER	RGR

Parcel: 2613863
BUTTERBRIDGE REAL ESTATE
MANAGEMENT LTD

BUTTERBRIDGE RD NW

Parcel

Address	BUTTERBRIDGE RD NW
Unit	
City, State, Zip	CANAL FULTON OH 44614-
Routing Number	26024NE010400
Class	A - AGRICULTURAL
Land Use Code	110 - A - CAUV, AGRICULTURAL VACANT LAND
Tax Roll	RP_OH
Neighborhood	26010001 - 26010001
Acres	135.04
Taxing District	00230
District Name	LAWRENCE TOWNSHIP - NORTHWEST LSD
Gross Tax Rate	83.95
Effective Tax Rate	51.071762
Non-Business Credit	8.9799
Owner Occupancy Credit	2.2449

[Link to GIS Map Application](#)

Auditor Alerts

Exempt Status	-
Sewer Flag	-
One Year Note	-

Owner

Owner 1	BUTTERBRIDGE REAL ESTATE MANAGEMENT LTD
Address	2824 WOODLAWN AVE NW
	CANTON OH 44708

Tax Mailing Name and Address

Mailing Name 1	BUTTERBRIDGE REAL ESTATE MANAGEMENT LTD
Mailing Name 2	
Address 1	2824 WOODLAWN AVE NW
Address 2	
Address 3	CANTON OH 44708

Click Here for Address Change Form

Mortgage Company
Mortgage Company Name
Mortgage Company Address

Treas Code

952 - TAX FORECLOSURE

Legal

Legal Desc 1 24 NE 135.04A
Legal Desc 2
Legal Desc 3
Notes

Taxing District 00230
District Name LAWRENCE TOWNSHIP - NORTHWEST LSD
Tax Map

Credits & Programs

Homestead Exemption NO
Disabled Veteran Benefit NO
Owner Occupancy Credit NO
Non-Business Credit YES
CAUV Reduction YES
Agriculture District NO

Property Inspections/Reviews

Date	Entrance Code	Info Code	Reviewer ID
27-MAY-20	7:REVIEW REPORT	A:APPRAISER	JEM
29-MAY-19	14:INSPECTION	I:INSPECTOR	ALM
10-DEC-18	4:EXTERIOR (NO ACCESS)	A:APPRAISER	JEM
14-APR-17	10:PICTOMETRY	A:APPRAISER	JEM
01-NOV-16	14:INSPECTION	I:INSPECTOR	ALM
25-AUG-15	14:INSPECTION	I:INSPECTOR	LKD
09-SEP-14	14:INSPECTION	I:INSPECTOR	LKD
01-JUN-10	14:INSPECTION	I:INSPECTOR	GKI
25-MAY-99	4:EXTERIOR (NO ACCESS)	A:APPRAISER	LKD
25-MAY-99	10:PICTOMETRY	A:APPRAISER	LKD

Parcel: 1601640
OHIO LAZY L RANCH LTD

10120 LAFAYETTE DR NW

Parcel

Address	10120 LAFAYETTE DR NW
Unit	
City, State, Zip	CANAL FULTON OH 44614-9720
Routing Number	16019NW010200
Class	R - RESIDENTIAL
Land Use Code	510 - R - 1-FAMILY DWELLING
Tax Roll	RP_OH
Neighborhood	16040001 - 16040001
Acres	1
Taxing District	00130
District Name	JACKSON TOWNSHIP - JACKSON LSD
Gross Tax Rate	81.15
Effective Tax Rate	54.971345
Non-Business Credit	8.0260
Owner Occupancy Credit	2.0065

[Link to GIS Map Application](#)

Auditor Alerts

Exempt Status	-
Sewer Flag	-
One Year Note	-

Owner

Owner 1	OHIO LAZY L RANCH LTD
Address	10120 LAFAYETTE DR NW
	CANAL FULTON OH 44614

Tax Mailing Name and Address

Mailing Name 1	OHIO LAZY L. RANCH, LTD
Mailing Name 2	
Address 1	2824 WOODLAWN AVE NW
Address 2	
Address 3	CANTON OH 44708

Click Here for Address Change Form

Mortgage Company
Mortgage Company Name
Mortgage Company Address

Parcel

Address	LAFAYETTE DR NW
Unit	
City, State, Zip	CANAL FULTON OH 44614-9720
Routing Number	16019
Class	A - AGRICULTURAL
Land Use Code	111 - A - CAUV, CASH - GRAIN FARM
Tax Roll	RP_OH
Neighborhood	16040001 - 16040001
Acres	
Taxing District	00130
District Name	JACKSON TOWNSHIP - JACKSON LSD
Gross Tax Rate	81.15
Effective Tax Rate	54.971345
Non-Business Credit	8.0260
Owner Occupancy Credit	2.0065

[Link to GIS Map Application](#)

Auditor Alerts

Exempt Status	-
Sewer Flag	-
One Year Note	-

Owner

Owner 1	LAFAYETTE HOLDING PARTNERS LTD
Address	2824 WOODLAWN AVE
	NORTH CANTON OH 44720

Tax Mailing Name and Address

Mailing Name 1	LAFAYETTE HOLDING PARTNERS LTD
Mailing Name 2	
Address 1	2824 WOODLAWN AVE
Address 2	
Address 3	NORTH CANTON OH 44720

Click Here for Address Change Form

Mortgage Company
Mortgage Company Name
Mortgage Company Address

Treas Code

Legal

Legal Desc 1 19 NW 33.52A
Legal Desc 2
Legal Desc 3
Notes
Taxing District CHILD OF SPLIT FROM 10014444
District Name 00130
 JACKSON TOWNSHIP - JACKSON LSD
 Tax Map

Credits & Programs

Homestead Exemption NO
Disabled Veteran Benefit NO
Owner Occupancy Credit NO
Non-Business Credit YES
CAUV Reduction NO
Agriculture District NO

Parcel: 1630560

LAFAYETTE HOLDING PARTNERS LTD

5095 CRYSTAL LAKE AVE NW

Parcel

Address	5095 CRYSTAL LAKE AVE NW
Unit	
City, State, Zip	CANAL FULTON OH 44614-
Routing Number	16019SW060200
Class	A - AGRICULTURAL
Land Use Code	111 - A - CAUV, CASH - GRAIN FARM
Tax Roll	RP_OH
Neighborhood	16040001 - 16040001
Acres	88.6
Taxing District	00130
District Name	JACKSON TOWNSHIP - JACKSON LSD
Gross Tax Rate	81.15
Effective Tax Rate	54.971345
Non-Business Credit	8.0260
Owner Occupancy Credit	2.0065

[Link to GIS Map Application](#)

Auditor Alerts

Exempt Status	-
Sewer Flag	-
One Year Note	-

Owner

Owner 1	LAFAYETTE HOLDING PARTNERS LTD
Address	2824 WOODLAWN AVE
	NORTH CANTON OH 44720

Tax Mailing Name and Address

Mailing Name 1	ROHR JUDITH M TTEE & ROHR JUDITH M &
Mailing Name 2	LAUREN R TTEES
Address 1	5255 CRYSTAL LAKE AVE NW
Address 2	
Address 3	CANAL FULTON OH 44614

Click Here for Address Change Form

Mortgage Company
Mortgage Company Name
Mortgage Company Address

Parcel: 1601633

LAFAYETTE HOLDING PARTNERS LTD

CRYSTAL LAKE AVE NW

Parcel

Address	CRYSTAL LAKE AVE NW
Unit	
City, State, Zip	CANAL FULTON OH 44614-
Routing Number	16019SW050100
Class	A - AGRICULTURAL
Land Use Code	110 - A - CAUV, AGRICULTURAL VACANT LAND
Tax Roll	RP_OH
Neighborhood	16040001 - 16040001
Acres	34.54
Taxing District	00130
District Name	JACKSON TOWNSHIP - JACKSON LSD
Gross Tax Rate	81.15
Effective Tax Rate	54.971345
Non-Business Credit	8.0260
Owner Occupancy Credit	2.0065

[Link to GIS Map Application](#)

Auditor Alerts

Exempt Status	-
Sewer Flag	-
One Year Note	-

Owner

Owner 1	LAFAYETTE HOLDING PARTNERS LTD
Address	2824 WOODLAWN AVE
	NORTH CANTON OH 44720

Tax Mailing Name and Address

Mailing Name 1	ROHR JUDITH M TTEE & ROHR JUDITH M &
Mailing Name 2	LAUREN R TTEES
Address 1	5255 CRYSTAL LAKE AVE NW
Address 2	
Address 3	CANAL FULTON OH 44614

[Click Here](#) for Address Change Form

Mortgage Company
Mortgage Company Name
Mortgage Company Address

Treas Code

Legal

Legal Desc 1 19 SW 34.54A
Legal Desc 2
Legal Desc 3
Notes

Taxing District 00130
District Name JACKSON TOWNSHIP - JACKSON LSD
Tax Map

Credits & Programs

Homestead Exemption NO
Disabled Veteran Benefit NO
Owner Occupancy Credit NO
Non-Business Credit YES
CAUV Reduction YES
Agriculture District NO

Property Inspections/Reviews

Date	Entrance Code	Info Code	Reviewer ID
24-JUN-19	14:INSPECTION	I:INSPECTOR	ALM
21-MAR-17	10:PICTOMETRY	A:APPRAISER	JEM
25-AUG-15	14:INSPECTION	I:INSPECTOR	LKD
31-OCT-14	14:INSPECTION	I:INSPECTOR	LKD
28-JAN-13	14:INSPECTION	I:INSPECTOR	GKI
02-JUN-10	14:INSPECTION	I:INSPECTOR	MJH
21-APR-10	10:PICTOMETRY	A:APPRAISER	SKW
22-FEB-99	4:EXTERIOR (NO ACCESS)	A:APPRAISER	GKI

Parcel: 1601697

LAFAYETTE HOLDING PARTNERS LTD

CRYSTAL LAKE AVE NW

Parcel

Address CRYSTAL LAKE AVE NW
Unit
City, State, Zip CANAL FULTON OH 44614-
Routing Number 16019SW050300
Class A - AGRICULTURAL
Land Use Code 110 - A - CAUV, AGRICULTURAL VACANT LAND
Tax Roll RP_OH
Neighborhood 16040001 - 16040001
Acres .78
Taxing District 00130
District Name JACKSON TOWNSHIP - JACKSON LSD
Gross Tax Rate 81.15
Effective Tax Rate 54.971345
Non-Business Credit 8.0260
Owner Occupancy Credit 2.0065

[Link to GIS Map Application](#)

Auditor Alerts

Exempt Status -
Sewer Flag -
One Year Note -

Owner

Owner 1 LAFAYETTE HOLDING PARTNERS LTD
Address 2824 WOODLAWN AVE
NORTH CANTON OH 44720

Tax Mailing Name and Address

Mailing Name 1 ROHR JUDITH M TTEE & ROHR JUDITH M &
Mailing Name 2 LAUREN R TTEES
Address 1 5255 CRYSTAL LAKE AVE NW
Address 2
Address 3 CANAL FULTON OH 44614

[Click Here](#) for Address Change Form

Mortgage Company
Mortgage Company Name
Mortgage Company Address

Treas Code

Legal

Legal Desc 1 19 SW .78A
Legal Desc 2
Legal Desc 3
Notes

Taxing District 00130
District Name JACKSON TOWNSHIP - JACKSON LSD
Tax Map

Credits & Programs

Homestead Exemption NO
Disabled Veteran Benefit NO
Owner Occupancy Credit NO
Non-Business Credit YES
CAUV Reduction YES
Agriculture District NO

Property Inspections/Reviews

Date	Entrance Code	Info Code	Reviewer ID
24-JUN-19	14:INSPECTION	I:INSPECTOR	ALM
21-MAR-17	10:PICTOMETRY	A:APPRAISER	JEM
02-DEC-15	14:INSPECTION	I:INSPECTOR	ALM
28-JAN-13	14:INSPECTION	I:INSPECTOR	GKI
02-JUN-10	14:INSPECTION	I:INSPECTOR	MJH
21-APR-10	10:PICTOMETRY	A:APPRAISER	SKW
08-SEP-97	4:EXTERIOR (NO ACCESS)	A:APPRAISER	DWU

Parcel: 1619808

LAFAYETTE HOLDING PARTNERS LTD

LAFAYETTE DR NW

Parcel

Address	LAFAYETTE DR NW
Unit	
City, State, Zip	MASSILLON OH 44647-
Routing Number	16019NW030900
Class	A - AGRICULTURAL
Land Use Code	121 - A - CAUV, 50%+ WOODLAND VACANT
Tax Roll	RP_OH
Neighborhood	16040001 - 16040001
Acres	.34
Taxing District	00130
District Name	JACKSON TOWNSHIP - JACKSON LSD
Gross Tax Rate	81.15
Effective Tax Rate	54.971345
Non-Business Credit	8.0260
Owner Occupancy Credit	2.0065

[Link to GIS Map Application](#)

Auditor Alerts

Exempt Status	-
Sewer Flag	-
One Year Note	-

Owner

Owner 1	LAFAYETTE HOLDING PARTNERS LTD
Address	2824 WOODLAWN AVE
	NORTH CANTON OH 44720

Tax Mailing Name and Address

Mailing Name 1	ROHR JUDITH M TTEE & ROHR JUDITH M &
Mailing Name 2	LAUREN R TTEES
Address 1	5255 CRYSTAL LAKE AVE NW
Address 2	
Address 3	CANAL FULTON OH 44614

Click Here for Address Change Form

Mortgage Company
Mortgage Company Name
Mortgage Company Address

Treas Code

Legal

Legal Desc 1 19 NW .34A
Legal Desc 2
Legal Desc 3
Notes

Taxing District 00130
District Name JACKSON TOWNSHIP - JACKSON LSD
Tax Map

Credits & Programs

Homestead Exemption NO
Disabled Veteran Benefit NO
Owner Occupancy Credit NO
Non-Business Credit YES
CAUV Reduction YES
Agriculture District NO

Property Inspections/Reviews

Date	Entrance Code	Info Code	Reviewer ID
21-MAR-17	10:PICTOMETRY	A:APPRAISER	JEM
02-DEC-15	14:INSPECTION	I:INSPECTOR	ALM
28-JAN-13	14:INSPECTION	I:INSPECTOR	GKI
02-JUN-10	14:INSPECTION	I:INSPECTOR	MJH
21-APR-10	10:PICTOMETRY	A:APPRAISER	SKW
15-JUN-05	4:EXTERIOR (NO ACCESS)	A:APPRAISER	JWI

Parcel: 2500122
CRYSTAL LAKE HOLDING LTD

5153 CRYSTAL LAKE AVE NW

Parcel

Address	5153 CRYSTAL LAKE AVE NW
Unit	
City, State, Zip	CANAL FULTON OH 44614-9795
Routing Number	25024SE020500
Class	A - AGRICULTURAL
Land Use Code	199 - A - CAUV, OTHER AGRICULTURAL
Tax Roll	RP_OH
Neighborhood	25000001 - 25000001
Acres	56.5
Taxing District	00220
District Name	LAWRENCE TOWNSHIP - JACKSON LSD
Gross Tax Rate	77.05
Effective Tax Rate	51.871552
Non-Business Credit	8.6728
Owner Occupancy Credit	2.1682

[Link to GIS Map Application](#)

Auditor Alerts

Exempt Status	-
Sewer Flag	-
One Year Note	-

Owner

Owner 1	CRYSTAL LAKE HOLDING LTD
Address	2824 WOODLAWN AVE CANTON OH 44708-

Tax Mailing Name and Address

Mailing Name 1	ROHR JUDITH M TTEE & ROHR JUDITH M &
Mailing Name 2	LAUREN R TTEES
Address 1	5255 CRYSTAL LAKE AVE NW
Address 2	
Address 3	CANAL FULTON OH 44614

Click Here for Address Change Form

Mortgage Company
Mortgage Company Name
Mortgage Company Address

Parcel: 2500117
CRYSTAL LAKE HOLDING LTD

5147 CRYSTAL LAKE AVE NW

Parcel

Address 5147 CRYSTAL LAKE AVE NW
Unit
City, State, Zip CANAL FULTON OH 44614-9795
Routing Number 25024SE021000
Class R - RESIDENTIAL
Land Use Code 510 - R - 1-FAMILY DWELLING
Tax Roll RP_OH
Neighborhood 25000001 - 25000001
Acres 5
Taxing District 00220
District Name LAWRENCE TOWNSHIP - JACKSON LSD
Gross Tax Rate 77.05
Effective Tax Rate 51.871552
Non-Business Credit 8.6728
Owner Occupancy Credit 2.1682

[Link to GIS Map Application](#)

Auditor Alerts

Exempt Status -
Sewer Flag -
One Year Note -

Owner

Owner 1 CRYSTAL LAKE HOLDING LTD
Address 2824 WOODLAWN AVE NW
CANTON OH 44708

Tax Mailing Name and Address

Mailing Name 1 BUTTERBRIDGE REAL ESTATE MANAGMENT
Mailing Name 2
Address 1 2824 WOODLAWN AVE NW
Address 2
Address 3 CANTON OH 44706

Click Here for Address Change Form

Mortgage Company
Mortgage Company Name
Mortgage Company Address

Treas Code

Legal

Legal Desc 1 24 PSE 5.00A
Legal Desc 2
Legal Desc 3
Notes

Taxing District 00220
District Name LAWRENCE TOWNSHIP - JACKSON LSD
Tax Map

Credits & Programs

Homestead Exemption NO
Disabled Veteran Benefit NO
Owner Occupancy Credit NO
Non-Business Credit YES
CAUV Reduction NO
Agriculture District NO

Property Inspections/Reviews

Date	Entrance Code	Info Code	Reviewer ID
06-FEB-20	10:PICTOMETRY	A:APPRAISER	JSW
21-NOV-18	10:PICTOMETRY	A:APPRAISER	GDZ
04-MAY-18	10:PICTOMETRY	A:APPRAISER	LAM
12-AUG-15	4:EXTERIOR (NO ACCESS)	A:APPRAISER	JJF
01-SEP-09	4:EXTERIOR (NO ACCESS)	A:APPRAISER	JWI

Parcel: 1601637
CRYSTAL LAKE HOLDING LTD

CRYSTAL LAKE AVE NW

Parcel

Address	CRYSTAL LAKE AVE NW
Unit	
City, State, Zip	CANAL FULTON OH 44614-
Routing Number	16030NW052700
Class	A - AGRICULTURAL
Land Use Code	110 - A - CAUV, AGRICULTURAL VACANT LAND
Tax Roll	RP OH
Neighborhood	16050001 - 16050001
Acres	20
Taxing District	00130
District Name	JACKSON TOWNSHIP - JACKSON LSD
Gross Tax Rate	81.15
Effective Tax Rate	54.971345
Non-Business Credit	8.0260
Owner Occupancy Credit	2.0065

[Link to GIS Map Application](#)

Auditor Alerts

Exempt Status	-
Sewer Flag	-
One Year Note	-

Owner

Owner 1	CRYSTAL LAKE HOLDING LTD
Address	2824 WOODLAWN AVE
	CANTON OH 44708-

Tax Mailing Name and Address

Mailing Name 1	ROHR JUDITH M TTEE & ROHR JUDITH M &
Mailing Name 2	LAUREN R TTEES
Address 1	5255 CRYSTAL LAKE AVE NW
Address 2	
Address 3	CANAL FULTON OH 44614

Click Here for Address Change Form

Mortgage Company
Mortgage Company Name
Mortgage Company Address

Treas Code

Legal

Legal Desc 1 30 NW 20.00A

Legal Desc 2

Legal Desc 3

Notes

Taxing District 00130

District Name JACKSON TOWNSHIP - JACKSON LSD

[Tax Map](#)

Credits & Programs

Homestead Exemption NO

Disabled Veteran Benefit NO

Owner Occupancy Credit NO

Non-Business Credit YES

CAUV Reduction YES

Agriculture District NO

Property Inspections/Reviews

Date	Entrance Code	Info Code	Reviewer ID
24-JUN-19	14:INSPECTION	I:INSPECTOR	ALM
21-MAR-17	10:PICTOMETRY	A:APPRAISER	JEM
02-DEC-15	14:INSPECTION	I:INSPECTOR	ALM
31-OCT-14	14:INSPECTION	I:INSPECTOR	LKD
28-JAN-13	14:INSPECTION	I:INSPECTOR	GKI
23-JUN-11	10:PICTOMETRY	A:APPRAISER	GDZ
02-JUN-10	14:INSPECTION	I:INSPECTOR	MJH
17-MAR-99	4:EXTERIOR (NO ACCESS)	A:APPRAISER	GKI
17-MAR-99	10:PICTOMETRY	A:APPRAISER	GKI

Parcel: 1607089

CRYSTAL LAKE HOLDING LTD

CRYSTAL LAKE AVE NW

Parcel

Address	CRYSTAL LAKE AVE NW
Unit	
City, State, Zip	CANAL FULTON OH 44614-
Routing Number	16019SW060110
Class	A - AGRICULTURAL
Land Use Code	110 - A - CAUV, AGRICULTURAL VACANT LAND
Tax Roll	RP_OH
Neighborhood	16040001 - 16040001
Acres	4.01
Taxing District	00130
District Name	JACKSON TOWNSHIP - JACKSON LSD
Gross Tax Rate	81.15
Effective Tax Rate	54.971345
Non-Business Credit	8.0260
Owner Occupancy Credit	2.0065

[Link to GIS Map Application](#)

Auditor Alerts

Exempt Status	-
Sewer Flag	-
One Year Note	-

Owner

Owner 1	CRYSTAL LAKE HOLDING LTD
Address	2824 WOODLAWN AVE
	CANTON OH 44708-

Tax Mailing Name and Address

Mailing Name 1	ROHR JUDITH M TTEE & ROHR JUDITH M &
Mailing Name 2	LAUREN R TTEES
Address 1	5255 CRYSTAL LAKE AVE NW
Address 2	
Address 3	CANAL FULTON OH 44614

[Click Here for Address Change Form](#)

Mortgage Company
Mortgage Company Name
Mortgage Company Address

Treas Code

Legal

Legal Desc 1 19 SW 4.01A
Legal Desc 2
Legal Desc 3
Notes

Taxing District 00130
District Name JACKSON TOWNSHIP - JACKSON LSD
Tax Map

Credits & Programs

Homestead Exemption NO
Disabled Veteran Benefit NO
Owner Occupancy Credit NO
Non-Business Credit YES
CAUV Reduction YES
Agriculture District NO

Property Inspections/Reviews

Date	Entrance Code	Info Code	Reviewer ID
24-JUN-19	14:INSPECTION	I:INSPECTOR	ALM
21-MAR-17	10:PICTOMETRY	A:APPRAISER	JEM
02-DEC-15	14:INSPECTION	I:INSPECTOR	ALM
31-OCT-14	14:INSPECTION	I:INSPECTOR	LKD
28-JAN-13	14:INSPECTION	I:INSPECTOR	GKI
02-JUN-10	14:INSPECTION	I:INSPECTOR	MJH
22-APR-10	10:PICTOMETRY	A:APPRAISER	SKW
08-SEP-97	4:EXTERIOR (NO ACCESS)	A:APPRAISER	DWU