
MEMORANDUM

TO: DICK KIKO

FROM: ROBERT KONSTAND, PRESIDENT, MUNICIPAL SOLID WASTE SERVICES INC.

SUBJECT: OIL AND GAS LEASES PURSUANT TO TITLE COMMITMENT DATED DECEMBER 5, 2011

DATE: AUGUST 8, 2022

CC: FILE

Municipal Solid Waste Services, Inc. an Ohio Corporation, ("MSWS") formerly known as Waste Control Services, Inc., purchased from Magnolia Mining Company approximately 300 acres of land, located in Sandy Township, Stark County, Ohio, in 1994.

Attached to this Memorandum is a Title Commitment dated December 5, 2011. Prior to the purchase of the land in 1994, part of the land had been apparently stripped-mined.

There were numerous recorded oil and gas leases. References below to some of the oil and gas wells are by the exception number assigned in the Title Commitment. This Memorandum only refers to oil and gas leases contained in the Title Commitment, there may be additional oil and gas leases and related documents. **MUNICIPAL SOLID WASTE SERVICES INC. MAKES NO REPRESENTATION NOR OPINION AS TO THE PAST OR CURRENT STATUS OF ANY OIL AND GAS LEASE OR ANY RELATED INSTRUMENT AND/OR DOCUMENT. ANY INTERESTED PARTY SHOULD CONDUCT ITS OWN DUE DILIGENCE AND TITLE WORK.**

Per the Title Commitment:

Item 15. Oil and Gas lease, dated 1925, has an affidavit of non-compliance recorded in 1982.

Item 16. Oil and Gas lease, dated 1942, has an affidavit of non-compliance recorded in 1982.

Item 17. Oil and gas lease dated 1965 appears to be for approximately 53 acres. See attached 2012 Amendment and Ratification of Oil and Gas Lease from Chesapeake. This was never signed.

Item 24. Oil and Gas lease, dated 1925, has an affidavit of non-compliance recorded in 1982.

Item 25. Oil and Gas lease, dated 1933, has an affidavit of non-compliance recorded in 1982.

Item 31. Lease, dated 1872, has an affidavit recorded in 1967. Current Status unknown.

Item 32. Oil and Gas lease, dated 1925, has an affidavit recorded in 1967. Current Status unknown.

Item 33. Oil and Gas lease dated 1925., has an affidavit recorded in 1967. Current Status unknown.

Also attached is a recorded oil and gas lease dated October 4, 1967 between the Magnolia Mining Company as Lessor and Belden and Blake Oil Production as Lessee. The lease pertains to 270.30 acres of the land ("Magnolia Lease"). The lease provides that the Lessor must consent to the location of the wells.

More importantly, this Lease limits unitization and pooling to only 160 acres, maximum. The Magnolia Lease also provides that the Lessor may request under certain conditions, that the Lessee drill an offset well to the Clinton Sand horizon.

Based upon information provided in 2012, by Chesapeake AEC Acquisition, LLC, the Magnolia Lease was assigned by the then current Lessee to Chesapeake AEC Acquisition, LLC, pursuant to the Assignment, Bill of Sale and Conveyance dated July 1, 2010 and recorded as Instrument 201012170051353, attached.

In 2012, Municipal Solid Waste Services was contacted by a representative of Chesapeake who requested that MSWS execute the attached Amendment and Ratification of Oil and Gas Lease, regarding the Magnolia Lease. Chesapeake had interest at that time to purchase a deep well drilling pad on the MSWS property. Chesapeake wanted to change the Unitization and Pooling provisions from 160 acres to 1,280 acres. MSWS never executed the Amendment and Ratification.

MSWS has not obtained any further title work since 2010.

MSWS services continues to receive gas and oil royalties. In 2021, MSWS received \$924 from Petrox, \$2,989 from Ergon, and \$143 from OWS Acquisition for a total of approximately \$4,056 for the year 2021. See attached.

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company:



Dennis J. Gilmore
President



Timothy Kemp
Secretary



By: 

Authorized Signatory

INSURANCE FRAUD WARNING by First American Title Insurance Company: *Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.*

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE A

1. Effective Date: December 05, 2011 at 7:30 a.m.
2. Policy or Policies to be issued: Amount
 - a. ALTA Owners Policy (06-17-06) \$1.00

Proposed Insured:
To Be Determined
 - b. ALTA Loan Policy 1056.06 (06-17-06) \$None

Proposed Insured:
None
3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple
4. Title to the estate or interest in the Land is at the Effective Date vested in:

Waste Control Services, Inc., an Ohio corporation aka Municipal Solid Waste Services, Inc.

Warranty Deed filed for record in Volume 1662, Page 381 on June 15, 1994
5. The Land referred to in this Commitment is described as follows:

Situated in the Township of Sandy, County of Stark, State of Ohio, described as follows:

BEING LOCATED IN THE NORTHEAST AND NORTHWEST QUARTER OF SECTION 20 AND THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 17, RANGE 7 AND BEING ALL OF A 0.353 ACRE TRACT, ALL OF A 0.178 ACRE TRACT, THE RESIDUE OF A 19.971 ACRE TRACT, THE RESIDUE OF A 52.549 ACRE TRACT IN THE NORTHWEST QUARTER OF SECTION 20, ALL OF 2-80 ACRE TRACTS IN THE NORTHEAST QUARTER OF SECTION 20 AND ALL OF A 90.12 ACRE TRACT IN THE NORTHWEST QUARTER OF SECTION 21 AS SAID TRACTS WERE CONVEYED TO MAGNOLIA MINING COMPANY BY DEED RECORDED IN VOLUME 3259 AT PAGE 431 OF THE STARK COUNTY DEED RECORDS, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20 AT THE INTERSECTION OF GROVEDELL STREET AND WILLOWDALE AVENUE AT A CORNER OF A 27.451 ACRE TRACT (OFFICIAL RECORD 220 PAGE 254), SAID POINT BEING LOCATED SOUTH 85 DEG. 15 MIN. EAST 788.8 FEET FROM AN IRON PIN (FOUND) AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 20; THENCE FROM SAID BEGINNING AND WITH THE LINE OF THE 27.451 ACRE TRACT IN WILLOWDALE AVENUE THE FOLLOWING (2) COURSES, BY A CURVE TO THE LEFT HAVING A RADIUS OF 229.35 FEET (CHORD BEARING NORTH 42 DEG. 47 MIN. EAST, 361.26 FEET) AN ARC DISTANCE OF 415.98 FEET; THENCE NORTH 9 DEG. 10 MIN. WEST, 69.05 FEET TO A CORNER OF A 17.773 ACRE TRACT (OFFICIAL RECORD 779, PAGE

801); THENCE LEAVING SAID ROAD AND WITH THE BOUNDS OF THE 17.773 ACRE TRACT THE FOLLOWING 5 COURSES, NORTH 70 DEG. 04 MIN. EAST 26.71 FEET TO AN IRON PIN (FOUND); THENCE CONTINUING NORTH 70 DEG. 04 MIN. EAST 455.59 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 81 DEG. 20 MIN. EAST 672.51 FEET TO AN IRON PIN (FOUND); THENCE NORTH 8 DEG. 40 MIN. EAST 974.02 FEET TO AN IRON PIN (FOUND); THENCE NORTH 84 DEG. 31 MIN. WEST 799.66 FEET TO AN IRON PIN (FOUND) ON THE EAST LINE OF A 50.32 ACRE TRACT (VOLUME 1591, PAGE 921); THENCE WITH THE EAST LINE OF SAID 5.032 ACRE TRACT AND THE EAST LINE OF A 5.030 ACRE TRACT (VOLUME 1409, PAGE 495), NORTH 4 DEG. 59 MIN. EAST 469.98 FEET TO AN IRON PIN (FOUND); THENCE WITH THE NORTH LINE OF SAID 5.030 ACRE TRACT, NORTH 85 DEG. 38 MIN. WEST 736.37 FEET TO AN IRON PIN (FOUND); THENCE CONTINUING NORTH 85 DEG. 38 MIN. WEST 30.0 FEET TO A CORNER OF SAID TRACT IN WILLOWDALE AVENUE; THENCE IN SAID ROAD NORTH 8 DEG. 46 MIN. WEST 30.81 FEET TO THE SOUTH LINE OF A 39.46 ACRE TRACT (VOLUME 4206, PAGE 778); THENCE LEAVING THE ROAD AND WITH THE SOUTH LINE OF SAID 39.46 ACRE TRACT SOUTH 85 DEG. 38 MIN. EAST, 30 FEET TO AN IRON PIN (FOUND); THENCE CONTINUING SOUTH 85 DEG. 38 MIN. EAST 2061.75 FEET TO AN IRON PIPE (FOUND) AT THE SOUTHEAST CORNER OF THE 39.46 ACRE TRACT ON THE LINE DIVIDING THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 20; THENCE WITH SAID QUARTER SECTION LINE NORTH 5 DEG. 00 MIN. EAST, 665.96 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 20; THENCE WITH THE NORTH LINE OF SAID QUARTER SECTION, SOUTH 85 DEG. 47 MIN. EAST, 2673.59 FEET TO A STONE (FOUND) AT THE NORTHEAST CORNER OF SECTION 20 AND NORTHWEST CORNER OF SECTION 21; THENCE WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 21, SOUTH 84 DEG. 49 MIN. EAST 2473.95 FEET TO A POINT IN INDIAN RUN, FROM WHICH POINT AN IRON PIN (FOUND) BEARS SOUTH 84 DEG. 49 MIN. EAST 106.04 FEET; THENCE LEAVING SAID QUARTER SECTION LINE AND IN SAID RUN THE FOLLOWING 2 COURSES, SOUTH 35 DEG. 10 MIN. WEST 646.0 FEET AND SOUTH 40 DEG. 44 MIN. WEST, 202.5 FEET; THENCE LEAVING SAID RUN SOUTH 7 DEG. 41 MIN. EAST 337.73 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 25 DEG. 32 MIN. EAST, 251.88 FEET TO AN IRON PIN (SET); THENCE SOUTH 15 DEG. 34 MIN. WEST, 160.02 FEET TO A POST; THENCE SOUTH 18 DEG. 55 MIN. EAST, 338.46 FEET TO AN IRON PIN (FOUND); THENCE NORTH 84 DEG. 51 MIN. WEST, 392.0 FEET TO A POINT IN INDIAN RUN; THENCE IN SAID RUN, SOUTH 8 DEG. 44 MIN. WEST 162.07 FEET TO THE NORTH LINE OF A 52 ACRE TRACT (VOLUME 2897, PAGE 504); THENCE LEAVING SAID RUN AND WITH THE NORTH LINE OF SAID 52 ACRE TRACT, NORTH 84 DEG. 51 MIN. WEST, 2188.87 FEET TO THE NORTHWEST CORNER OF SAID 52 ACRE TRACT ON THE LINE DIVIDING THE NORTHWEST QUARTER OF SECTION 21 AND THE NORTHEAST QUARTER OF SECTION 20, FROM WHICH POINT AN IRON PIN (FOUND) BEARS NORTH 0 DEG. 02 MIN. WEST 3.25 FEET; THENCE WITH SAID QUARTER SECTION LINE, SOUTH 4 DEG. 52 MIN. WEST 1040.16 FEET TO AN IRON PIN (FOUND) IN GROVEDELL STREET AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 20; THENCE WITH THE SOUTH LINE OF SAID QUARTER SECTION IN SAID GROVEDELL STREET, NORTH 85 DEG. 17 MIN. WEST 2680.04 FEET TO AN IRON PIN (FOUND) AT THE CENTER OF SECTION 20; THENCE WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20 IN GROVEDELL STREET, NORTH 85 DEG. 15 MIN. WEST, 1893.39 FEET TO THE PLACE OF BEGINNING, CONTAINING 300.736 ACRES, OF WHICH 0.53 ACRES IS THE TOTAL OF THE 0.353 AND 0.178 ACRE TRACTS, 17.261 ACRES IS THE RESIDUE OF THE 19.971 ACRE TRACT, 30.023 ACRES IS THE RESIDUE OF THE 52.549 ACRE TRACT IN THE NORTHWEST QUARTER OF SECTION 20; 164.416 ACRES IS THE TOTAL OF THE 2-80 ACRE TRACTS IN THE NORTHEAST QUARTER OF SECTION 20 AND 88.506 ACRES IS THE 90.12 ACRE TRACT IN THE NORTHWEST QUARTER OF SECTION 21, BE THE SAME MORE OR LESS.

BEARINGS ARE ORIENTED TO THE SOUTH LINE OF THE 27.451 ACRE TRACT. IRON PINS INDICATED (SET) ARE 5/8 INCH IRON BARS WITH PLASTIC CAP STAMPED BAIR & GOODIE.

SURVEY AND DESCRIPTION BY C. R. GOODIE, REG. SURVEYOR #5521.

PPN: 61-00253, 61-02433 AND 61-02434

INSURANCE FRAUD WARNING by First American Title Insurance Company: *Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.*

COMMITMENT FOR TITLE INSURANCE FORM
SCHEDULE B
SECTION ONE
REQUIREMENTS

The following are the requirements to be complied with:

Instrument(s) creating the estate or interest to be insured must be approved, executed, delivered and filed for record.

1. Warranty Deed from Waste Control Services, Inc., an Ohio corporation aka Municipal Solid Waste Services, Inc. to To Be Determined.
2. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to the approval of the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this commitment, and every person relying on this commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00 and the total liability of the Company on account of the commitment shall not exceed said amount.
3. Corporate authorization to execute documents for Waste Control Services, Inc. aka Municipal Solid Waste Services, Inc. and To Be Determined.
4. Certificate of Good Standing from Waste Control Services, Inc. aka Municipal Solid Waste Services, Inc. and To Be Determined.
5. Owners Affidavit from Waste Control Services, Inc., aka Municipal Solid Waste Services, Inc. in a form approved by First American Title Insurance Company.
6. Payment of all real estate taxes and special assessments (both certified and uncertified).

End Schedule B - Section One

COMMITMENT FOR TITLE INSURANCE FORM**SCHEDULE B****SECTION TWO****EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title, including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
8. Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

This Commitment for Title Insurance is issued in contemplation of the issuance of a policy, or policies, of title insurance and First American Title Insurance Company or First American Title Insurance Company shall have no obligation outside the terms of this Commitment. Specifically, any title search or examination conducted by First American Title Insurance Company as a basis for issuing this Commitment shall be for the benefit of First American Title Insurance Company and First American Title

Insurance Company Only, and does not insure to the benefit of any other party, including any seller, purchaser or lender.

In the event any proposed insured under this Commitment fails to acquire, or elects not to acquire, a final policy prior to the expiration date of the Commitment, said proposed insured shall have no cause of action or recourse against First American Title Insurance Company or First American Title Insurance Company and in no event shall any proposed insured have any claim or cause of action against First American Title Insurance Company or First American Title Insurance Company based on the title search or examination. By accepting the within Commitment, the proposed insured, along with any other parties to the contemplated transaction, consents to and agrees with the foregoing.

NOTE

Effective on January 1, 2007 all outstanding Closing Protection Letters issued by the Company on behalf of any Agent will be terminated by law. Pursuant to O.C.R. 3953.32 any Closing Protection Coverage requested for a real estate closing which takes place on or after January 1, 2007 can be provided only upon the form approved by the Ohio Department of Insurance. This Closing Protection Coverage must be transaction specific.

9. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein.
10. Right of way and Easement Agreement between Municipal Solid Waste Services, Inc., formerly known as Waste Control Services, Inc. and Columbia Transmission Communications Corporation, disclosed by instrument recorded in Instrument No. 2001038687 on June 8, 2001.
11. Right of Way and Easement Agreement between Municipal Solid Waste Services, Inc. formerly known as Waste Control Services, Inc. and Columbia Transmission Communications Corporation, disclosed by instrument recorded in Instrument No. 2001038688 on June 8, 2001.
12. Easement granted to Muskingum Watershed Conservancy District disclosed by instrument recorded in Volume 1241, Page 521 on April 4, 1940.

A) Assignment granted unto the United States of America filed for record in Volume 5, Page 109 on July 12, 1941 of Stark County Records.
13. Easement granted to Muskingum Watershed Conservancy District disclosed by instrument recorded in Volume 1241, Page 416 on March 11, 1940.

A) Assignment granted unto the United States of America filed for record in Volume 5, Page 47 on July 12, 1941 of Stark County Records.
14. Easement granted to The Ohio Power Company disclosed by instrument recorded in Volume 1195, Page 56 on May 22, 1937.
15. Oil and Gas Lease between E. N. Bowman and Bertha P. Bowman, his wife, as lessor, and The Natural Gas Company, as lessee, recorded in Volume 31, Page 80 on January 16, 1925, and any subsequent instruments pertinent thereto.

A) Affidavit of Non-Compliance with Terms of Oil and Gas Leases filed for record in Volume 26, Page 323 on May 24, 1982 of Stark County Records.
16. Oil and Gas Lease between E. Newton Bowman and Bertha P. Bowman, his wife, as lessor, and The Ohio Fuel Gas Company, as lessee, recorded in Volume 73, Page 321 on November 12, 1942, and any subsequent instruments pertinent thereto.

- A) Assignment granted unto Union Gasoline & Oil Corporation filed for record in Volume 6, Page 169 on June 6, 1944 of Stark County Records.
- B) Indenture by and between Union Gasoline & Oil Corporation and The Preston Oil Company as filed for record in Volume 1888, Page 32 on April 12, 1950 of Stark County Records.
- C) Indenture by and between The Preston Oil Company and Natural Gas Company of West Virginia as filed for record in Volume 9, Page 212 on October 18, 1952 of Stark County Records.
- D) Affidavit of Non-Compliance with Terms of Oil and Gas Leases filed for record in Volume 26, Page 323 on May 24, 1982 of Stark County Records.
17. Oil and Gas Lease between Merle J. Garaux, et al, as lessor, and K-Vill Oil Company, as lessee, recorded in Volume 135, Page 38 on May 4, 1965, and any subsequent instruments pertinent thereto.
- A) Assignment granted unto TOD Oil & Gas Company filed for record in Volume 143, Page 666 on April 24, 1967 of Stark County Records.
- B) Assignment granted unto David A. Waldron filed for record in Volume 109, Page 619 on December 18, 1967 of Stark County Records.
- C) Assignment granted unto Lawton C. Hedrick filed for record in Volume 79, Page 582 on April 2, 1968 of Stark County Records.
- D) Assignment granted unto John Snead, Jr. Trust filed for record in Volume 164, Page 713 on June 4, 1969 of Stark County Records.
- E) Assignment granted unto D. A. Waldron filed for record in Volume 164, Page 714 on June 4, 1969 of Stark County Records.
- F) Assignment granted unto Binar G. Carlson filed for record in Volume 164, Page 715 on June 4, 1969 of Stark County Records.
- G) Assignment granted unto Ida A. Norder filed for record in Volume 164, Page 716 on June 4, 1969 of Stark County Records.
- H) Assignment granted unto Olle Norder filed for record in Volume 164, Page 717 on June 4, 1969 of Stark County Records.
- I) Assignment granted unto Ramona Welson filed for record in Volume 164, Page 718 on June 4, 1969 of Stark County Records.
- J) Assignment granted unto W. B. Armstrong filed for record in Volume 175, Page 682 on January 19, 1972 of Stark County Records.
- K) Assignment granted unto David A. Waldron filed for record in Volume 184, Page 744 on April 4, 1975 of Stark County Records.
- L) Assignment granted unto W. B. Armstrong filed for record in Volume 186, Page 676 on February 3, 1976 of Stark County Records.
- M) Assignment granted unto W. B. Armstrong filed for record in Volume 186, Page 677 on February 3, 1976 of Stark County Records.

- N) Assignment granted unto W. B. Armstrong filed for record in Volume 186, Page 678 on February 2, 1976 of Stark County Records.
- O) Assignment granted unto W. B. Armstrong filed for record in Volume 186, Page 679 on February 2, 1976 of Stark County Records.
- P) Assignment of Working Interest filed for record in Volume 1128, Page 266 on November 18, 1991 of Stark County Records.
- Q) Assignment of Overriding Royalty Interest filed for record in Volume 1143, Page 298 on December 23, 1991 of Stark County Records.
- R) Assignment of Working Interest filed for record in Volume 1143, Page 299 on December 23, 1991 of Stark County Records.
- S) Assignment of Working Interest filed for record in Volume 1143, Page 380 on December 23, 1991 of Stark County Records.
18. Easement granted to The State of Ohio disclosed by instrument recorded in Volume 1055, Page 41 on July 24, 1950.
19. Right of way easement in favor of The Ohio Power Company filed for record in Volume 834, Page 118 on November 19, 1925 of Stark County Records. Subject to the terms and conditions thereof.
20. Right of way easement in favor of The Ohio Power Company filed for record in Volume 1237, Page 527 on July 26, 1941 of Stark County Records. Subject to the terms and conditions thereof.
21. Coal Leasing Agreement between Charles M. Johnson, et al and Nelson C. Ralph and Associates, disclosed by instrument recorded in Volume 91, Page 221 on February 3, 1948.
- A) Affidavit filed for record in Volume 149, Page 324 on September 18, 1967 of Stark County Records.
22. Right of way easement in favor of The Ohio Fuel Gas Company filed for record in Volume 2564, Page 125 on August 18, 1958 of Stark County Records. Subject to the terms and conditions thereof.
23. Right of way easement in favor of Ashland Oil & Refining Company filed for record in Volume 3179, Page 655 on September 29, 1966 of Stark County Records. Subject to the terms and conditions thereof.
24. Oil and Gas Lease between Frank Robertson and Lucretin Robertson, his wife, as lessor, and The Natural Gas Company of West Virginia, as lessee, recorded in Volume 31, Page 201 on April 27, 1925, and any subsequent instruments pertinent thereto.
- A) Affidavit of Non-Compliance with Terms of Oil and Gas Leases filed for record in Volume 26, Page 323 on May 24, 1982 of Stark County Records.
25. Oil and Gas Lease between S. Robertson, et al, as lessor, and The East Ohio Gas Company, Cleveland, OH, as lessee, recorded in Volume 55, Page 146 on July 26, 1933, and any subsequent instruments pertinent thereto.

- A) Affidavit of Non-Compliance with Terms of Oil and Gas Leases filed for record in Volume 26, Page 323 on May 24, 1982 of Stark County Records.
26. Right of way easement in favor of The Ohio Oil Company filed for record in Volume 469, Page 583 on August 10, 2007 of Stark County Records. Subject to the terms and conditions thereof.
27. Easement granted to The Ohio Power Company disclosed by instrument recorded in Volume 1183, Page 59 on October 28, 1936.
28. Coal Lease Agreement between John E. Weis, et al and Nelson C. Ralph and Associates, disclosed by instrument recorded in Volume 91, Page 237 on February 9, 1948.
- A) Affidavit filed for record in Volume 149, Page 324 on September 18, 1967 of Stark County Records.
29. Right of way easement in favor of The Ohio Fuel Gas Company filed for record in Volume 2564, Page 126 on August 18, 1958 of Stark County Records. Subject to the terms and conditions thereof.
30. Lease and the terms, covenants and conditions thereof between The Garaux Brothers Co., as Lessor and Metropolitan Brick, Inc., as Lessee, recorded in Volume 122, Page 533 on July 11, 1960.
- A) Affidavit filed for record in Volume 149, Page 324 on September 18, 1967 of Stark County Records.
31. Lease and the terms, covenants and conditions thereof between James Carson, as Lessor and George C. Reis, as Lessee, recorded in Volume 1, Page 488 on November 22, 1872.
- A) Affidavit filed for record in Volume 149, Page 324 on September 18, 1967 of Stark County Records.
32. Oil and Gas Lease between R. E. Bowman, et al, as lessor, and The Natural Gas Company of West Virginia, as lessee, recorded in Volume 31, Page 84 on January 16, 1925, and any subsequent instruments pertinent thereto.
- A) Affidavit filed for record in Volume 149, Page 324 on September 18, 1967 of Stark County Records.
33. Oil and Gas Lease between William Kloppman and Elizabeth J. Kloppman, his wife, as lessor, and The Natural Gas Company of West Virginia, as lessee, recorded in Volume 31, Page 75 on June 16, 1925, and any subsequent instruments pertinent thereto.
- A) Affidavit filed for record in Volume 149, Page 324 on September 18, 1967 of Stark County Records.
34. Agreement of Lease between Magnolia Mining Co. and Smith Evergreen Nursery, Inc., disclosed by instrument recorded in Volume 48, Page 42 on September 1, 1982.
- Extension of Term of Lease filed for record in Volume 1241, Page 915 on June 26, 1992 of Stark County Records.

35. The County Treasurer's Tax Duplicate shows taxes for Parcel No. 61-00253 in the name of Waste Control Services Inc.

Taxes for the first half of 2010 in the amount of \$596.97 are paid.
Taxes for the second half of 2010 in the amount of \$596.97 are paid.

The County Treasurer's Tax Duplicate shows taxes for Parcel No. 61-02433 in the name of Waste Control Services Inc.

Taxes for the first half of 2010 in the amount of \$271.08 are paid.
Taxes for the second half of 2010 in the amount of \$271.08 are paid.

The County Treasurer's Tax Duplicate shows taxes for Parcel No. 61-02434 in the name of Waste Control Services Inc.

Taxes for the first half of 2010 in the amount of \$2271.20 are paid.
Taxes for the second half of 2010 in the amount of \$2271.20 are paid.

Taxes for the year 2011, amount undetermined, are a lien, but are not yet due and payable.
Special Assessments of any kind, if any.

Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in the valuation.

NOTE: Delinquent sewer bills, water bills, charges for weed cutting, cleaning up trash and other nuisance abatement charges may become a lien on the real estate. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these charges, if any.

End Schedule B - Section Two



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Exception 17

K-Vill Oil Company
Lease, 1965

**AMENDMENT AND RATIFICATION
OF OIL AND GAS LEASE**

THIS AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE (this "**Amendment**") is made as of the ____ day of _____ 2012 by and between **Waste Control Services, Inc., Robert Konstand** having an address at **106 South Main Street, Suite 2500 Akron OH, 44308** ("**Lessor**") and **CHESAPEAKE EXPLORATION, L.L.C.**, an Oklahoma limited liability company, with its principal office located at 6100 N. Western Avenue, Oklahoma City, Oklahoma 73118; **CHK UTICA, L.L.C.**, a Delaware limited liability company, with its principal office located at 6100 N. Western Avenue, Oklahoma City, Oklahoma 73118; and **Enervest Operating L.L.C.**, a Delaware limited liability company with its principal office located at 1001 Fannin Street, Suite 800, Houston, Texas 77002, (collectively the "**Lessees**").

RECITALS

WHEREAS, on 04/26/1965, Merle J. Garaux and Mildred L. Garaux, husband and wife and George H. Garaux and Kathleen Garaux, husband and wife, and K-Vill Oil Company, in the State of Ohio, entered into a certain Oil and Gas Lease which was filed for record in Stark County, Ohio, in the form of an Oil and Gas Lease, which was recorded on 05/05/1965 at Book 135, Page 38 (the "**Lease**"); and

WHEREAS, the Lease covers lands described as:

Tract of land situate in Section 20 in the Township of Sandy, County of Stark, State of Ohio, bounded substantially as follows:

On the North by lands of:	E. Bowman and Garaux Bros. Co.
On the East by lands of:	Garaux Bros. Co.
On the South by lands of:	Grovedell St.
On the West by lands of:	Willowdale St.

and containing 53 acres, more or less, of which the undersigned owns a portion currently known as Tax Map/Parcel Number: 6102433 containing a total of approximately 28 acres, more or less, situated in Sandy Township, Stark County, Ohio (the "**Leased Premises**"); and

WHEREAS, Lessor and Lessee, for their mutual benefit, desire to amend and modify the Lease in order to facilitate the formation of drilling units as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises contained herein, Lessor and Lessee agree as follows:

The sentence contained in the following paragraph of the Lease originally stated the following:

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Such units will not exceed 1280 acres (or such other size as allowed by the appropriate Governmental Authority). Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

Lessor ratifies and confirms the Lease, and all of its terms and provisions, as amended above, and does hereby grant, lease and let the Leased Premises unto Lessee subject to and under the terms and provisions of Lease and this Amendment, and hereby agrees and acknowledges that said Lease is valid and shall remain in full force and effect according to the terms and provisions thereof.

, Notary Public

Prepared By:

**Once recorded, please return to: Chesapeake Exploration, L.L.C., Attention: Land – Eastern
Division, 6100 N. Western Avenue, Oklahoma City, Oklahoma 73118**

THIS LEASE made and entered into this 4th day of October 1967 by and between THE MAGNOLIA MINING COMPANY (an Ohio Corporation)

of Canton, Ohio, hereinafter called the Lessor, and BELDEN & BLAKE OIL PRODUCTION of 702 West Tuscarawas Street, Canton, Ohio, 44702, hereinafter called the Lessee, WITNESSETH:

The Lessor, for and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, for the purpose of drilling, operating for producing and removing of any gas and all the constituents thereof, and of injecting, storing and holding in storage, and removing gas of any kind (sometimes herein referred to as gas storage purposes) including gas lying thereunder, by pumping through wells or other means of so doing, and of placing tanks, equipment and structures thereon to procure and operate for the said products, and of laying pipe lines thereover to transport the same from the leased premises and from other premises on, over and across the leased premises and for gas storage purposes on other lands, all that certain tract of land situated in Sandy Township, Section No. 20-21

In Stark County, Ohio, bonded substantially as follows: North by lands of Sprout-Gallagher-Robertson-Wilson Creek - Rugani East by lands of Rugani-Public Road-(T 159)-M. & G. Coal Co. South by lands of Rugani-Public Road-(T 159)-M. & G. Coal Co. West by lands of M. & G. Coal Co.-Downman-Sprout

being all the property owned by Lessor in Section 20-21 of Sandy Township, containing 270.30 acres, more or less, on this lease unless otherwise specified.

No well shall be drilled on this lease unless both parties consent to the location of the well. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of one year and so much longer thereafter either (1) as oil or gas or their constituents shall be found on the premises in paying quantities in the judgment of the Lessor or as the premises shall be operated by the Lessee in the search for oil or gas, or (2) as gas shall be injected, stored or held in storage, or removed into, in and from any sands, strata or formations underlying the premises.

This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within twelve months from the date hereof, a well shall be commenced on the premises, or the Lessor shall have caused to be drilled on or about a drilling unit in connection with said leased premises as herein provided.

In consideration of the premises the Lessee covenants and agrees: (A) To deliver to the credit of the Lessor in tanks or pipe lines, as royalty, free of cost, the equal one-eighth (1/8) part of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is run into tanks or pipe lines. In either case the Lessor to pay his royalty share of any expense, if any, for treating the oil from any well to make it marketable as crude; (B) To pay to the Lessor, as royalty for the gas, except casinghead gas, marketed and used for the premises and produced from each well drilled thereon which is not used for gas storage purposes, the sum of one-eighth (1/8) of field market price per thousand cubic feet of such gas so marketed and used, measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 19 ounces above 14.4 pounds atmospheric pressure, at a standard base temperature of 60° Fahrenheit and a stipulated flowing temperature of 70° Fahrenheit, without allowance for temperature and barometric variations; payments of royalty for gas marketed during any calendar month to be on or about the 30th day of the following month; (C) To pay to the Lessor the land rental or well rental each year hereinafter provided for the use of the premises for gas storage purposes while the same are being so used; (D) To pay to the Lessor for casinghead gas marketed from any oil well \$25.00 per year, payable annually for the period from the time and while such casinghead gas is marketed.

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

All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to THE MAGNOLIA MINING COMPANY at P. O. Box 329

Canton, Ohio, 44701, and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of change of ownership in the premises or in the oil or gas or their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided.

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

In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either party hereunder shall cease and terminate unless within twelve (12) months from the date of the completion of the plugging of such well the Lessee shall commence another well or unless the Lessee resumes the payment of delay rental as hereinabove provided.

In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, a well rental in lieu of royalty and delay rental in the amount and under the terms hereinabove provided for delay rental until production is marketed and sold off the premises or such well is plugged and abandoned according to law.

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

The Lessor hereby grants to the Lessee the right to consolidate the leased premises in whole or in part with other lands to form an oil and gas development unit of not more than one hundred sixty (160) acres, or the amount of acreage contained in a lot or quarter section of land in the township in which the leased premises are located, whichever is greater, for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill a well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the purposes of all the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in and subject to this lease, provided, however, that the owner of the land on which such well is located may take gas for use in one dwelling house on such owner's land in accordance with the provisions of this lease and may provide further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) oil and gas royalty hereinbefore provided, that proportion of such one-eighth (1/8) royalty which the acreage bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil and gas lease setting forth the leases or portions thereof consolidated, the royalty distribution and recording the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If said development unit shall thereafter be used for gas storage purposes, the well rental or land rental hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each such parcel bears to the entire acreage consolidated.

In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein then the royalties and rentals herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessee either by or a duly certified copy thereof.

If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as a unit, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage.

The Lessee shall have the right to assign, transfer, and consolidate, as hereinabove set forth, the within lease in whole or in part. Failure of payment of rental or royalty on any part shall not void this lease as to any other part. The Lessor further grants to the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy any claim or lien against the Lessor's interest in the premises as herein leased and thereupon to become subrogated to the rights of such claimant or lien holder.

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

The Lessee shall have the privilege of using sufficient oil, gas and water for operating on the premises and the right at any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by returning the lease to the Lessor with the endorsement of surrender thereon, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrenderer shall indicate and a cancellation of all

liabilities under the same of each and all parties hereto relating in any way to the portion or all of the premises indicated on said surrender, and the land rental herebefore set forth shall be reduced in proportion to the acreage surrendered.

In the event the lessee is unable to perform any of the acts to be performed by the lessee by reason of force majeure including but not limited to acts of God, strikes, riots, and governmental restrictions this lease shall nevertheless remain in full force and effect until the lessee can perform said act or acts. See agenda below.

All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the lands herein described. 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 thereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them.

IN WITNESS WHEREOF the Lessors have hereunto set their hands.

Signed and Acknowledged in the presence of:

Handwritten signatures and names of the lessors, including 'Fred C. Loomis' and 'W. P. Loomis'.

THE MAGNOLIA MINING COMPANY (Seal)
By: Fred C. Loomis (Seal)
Fred C. Loomis-Pres. (Seal)
By: W. P. Loomis (Seal)
W. P. Loomis-Treas. (Seal)

On this 4th day of October A. D. 1967
STATE OF Ohio
County of Stark
before me, a Notary Public in and for said County

The Magnolia Mining Company by Fred C. Loomis, Pres., and W. P. Loomis, Treas.,
personally appeared the said
duly elected officers of said Company
who acknowledged that they did sign and seal the foregoing instrument and that it is their free act and deed, individually and as such officers of The Magnolia Mining Company.

Notary Public seal and signature: M. J. ...

STATE OF ...
County of ...
before me, a ... in and for said County
personally appeared the said
who acknowledged that ... did sign and seal the foregoing instrument and that it is ... free act and deed.

WITNESS my hand and seal the day and year aforesaid.
THIS INSTRUMENT WAS PREPARED BY BELDEN & BLAKE OIL PRODUCTION. (Seal)
Notary Public, Justice of the Peace.

Upon the written request of the Lessor, Lessee agrees to drill an offset well on the within lease or a unitization agreement including same, to the Clinton Sand horizon, providing there shall be drilled or has been drilled on any adjoining property and within five hundred (500) feet of the premises herein leased, during the term of this lease a well producing as much as twenty-five (25) barrels of oil per day from the Clinton Sand horizon for thirty (30) consecutive days after completion and returning of the "Bait" from said well on adjoining property, or an average of 750,000 (seven hundred fifty-thousand) cubic feet of gas per day into the gathering line, as to which well an offset well has not already been or is not them being drilled; In which event Lessee agrees that it will, within ninety (90) days after the proving of same, begin and prosecute the drilling of an offset well on the within premises; provided, however, that Lessee may have the option of canceling a portion of this lease as to the Clinton Sand horizon, said portion being an area of forty (40) acres of land in as near a square form as practicable, adjoining said acreage and offset well on adjoining property, in lieu of drilling said mentioned offset well.

The above offset well agreement shall be void as to the drilling of any well used for storage or injection purposes for oil or gas.

A well drilled on the leased premises or in connection with a unitization agreement on forty (40) acre spacing adjoining any such producing well herein above mentioned shall be deemed an offset well to such producing well and shall be in full compliance with this provision.

193710

No. ... Acres 270.30
OIL, GAS, AND STORAGE LEASE
From THE MAGNOLIA MINING COMPANY.
Box 329
Post Office Canton, Ohio 44701
To BELDEN & BLAKE OIL PRODUCTION
702 WEST TUSCARAWAS STREET
CANTON, OHIO - 44702
Date OCT 4th 1967
Terms One Year
LOCATED Sandy Stark
Rec'd for Record OCT 10 1967
Recorded OCT 11 1967
Book 150 Page 162-1
Prepared By: Belden & Blake Oil Prod & W. P. Hambleton
COMPARED

V. To the extent transferable, all Hydrocarbon sales, purchase, gathering and processing contracts, operating agreements, balancing agreements, joint venture agreements, exploration agreements, participation agreements, farmout and farmin agreements and other contracts, agreements and instruments relating to the interests described in Sections I through IV, including the agreements described on Exhibit B being referred to as the "Material Agreements";

VI. To the extent transferable, all permits and licenses used or obtained for use in connection with or otherwise related to the exploration for or production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons produced from the Lands, including the permits and licenses held by Assignor;

VII. To the extent transferable, all Technical Data to the extent relating to the Assets, *provided* that Assignee shall be responsible for the payment of any transfer or other fees, costs and expenses associated with the transfer to Assignee of any such Technical Data;

VIII. All of the rights-of-way, easements, surface leases and other surface rights used or held for use in connection with or otherwise related to the exploration for or production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons produced from the Lands, including the rights-of-way, easements and surface leases described on Exhibit C;

IX. All of the personal property, fixtures, improvements, permits, licenses, buildings, improvements, injection facilities, saltwater disposal facilities, compression facilities, gathering systems, other appurtenances and facilities located on or used or obtained for use in connection with or otherwise related to the exploration for or production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons produced from the Lands;

X. All rolling stock, pipes, tubulars, fittings, and other materials held as operating inventory related to the items described in Sections I through IX maintained by or in the possession of Assignor; and

XI. The files, records, data and information relating to the items described in Sections I through IX maintained by or in the possession of Assignor, including accounting files, lease files, land files, well files, gas, oil and other hydrocarbon sales contract files, gas gathering and processing files, division order files, abstracts and title opinions.

EXCEPTING AND RESERVING UNTO ASSIGNOR ANY OVERRIDING ROYALTY INTEREST OR NONPARTICIPATING ROYALTY INTERESTS HELD BY ASSIGNOR FOR THE BENEFIT OF THE ANSBRO PETROLEUM COMPANY LLC ROYALTY POOL.

TO HAVE AND TO HOLD the Assets unto Assignee and its successors and assigns forever.

This Assignment is made and accepted expressly subject to the following terms and conditions:

1. Purchase Agreement Controls. This Assignment does not amend the Purchase Agreement. The Purchase Agreement remains in full force and effect in accordance with its terms. This Assignment is expressly made subject in all respects to the terms and conditions of the Purchase Agreement. By executing, delivering, and accepting this Assignment, the Parties do not intend to cause a merger of the terms of the Purchase Agreement into this Assignment, and all covenants, indemnities and other terms and provisions set forth in the Purchase Agreement shall remain in full force and effect on and after the date of this Assignment to the extent set forth in the Purchase Agreement.

2. **Special Warranty of Title.** This Assignment is made without representation or warranty of any kind, express, implied, statutory or otherwise; except that Assignor represents and warrants to Assignee that the Assets are free and clear of all liens and security interests created by, through or under Assignor, but not otherwise. Except as expressly set forth in this Section 2, this Assignment is made without warranty of any kind, whether express, implied, or statutory; however, Assignor gives and grants to Assignee, its successors, and assigns, to the extent so transferable, full power and right of substitution and subrogation in and to all covenants and warranties by others heretofore given or made in respect of the Assets or any part thereof. References herein or in the Exhibits to liens, security interests and other matters are for the purpose of defining the nature and extent of Assignor's warranty and shall not be deemed to ratify or create any rights in third parties. The Parties acknowledge and agree on their own behalf and on behalf of their respective successors and assignees that, for the purposes of the foregoing, the Material Agreements and overriding royalty and similar interests are not liens or security interests.

3. **Disclaimers and Acknowledgments.**

(a) **DISCLAIMERS AND ACKNOWLEDGMENTS CONSPICUOUS.** THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE OPERATIVE, THE DISCLAIMERS AND ACKNOWLEDGEMENTS CONTAINED IN THIS SECTION 3 ARE "CONSPICUOUS" DISCLAIMERS AND ACKNOWLEDGEMENT FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

(b) **NO OTHER REPRESENTATIONS AND WARRANTIES.** THE SPECIAL WARRANTY OF TITLE CONTAINED IN SECTION 2 IS ASSIGNOR'S EXCLUSIVE REPRESENTATION AND WARRANTY AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND WHETHER ORAL OR WRITTEN. WITHOUT LIMITATION OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES (AND ASSIGNEE ACKNOWLEDGES AND AGREES THAT ASSIGNOR HAS MADE NO SUCH REPRESENTATIONS OR WARRANTIES), INCLUDING ANY WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND WHETHER ORAL OR WRITTEN, RELATING TO: (i) EXCEPT FOR SAID SPECIAL WARRANTY OF TITLE, TITLE TO THE ASSETS; (ii) THE CONDITION, QUANTITY, QUALITY, CONFORMITY TO MODELS OR SAMPLES, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT OF ANY ASSETS; (iii) THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION, OR MATERIALS FURNISHED OR MADE AVAILABLE TO ASSIGNEE WHETHER BEFORE, ON, OR AFTER THE EFFECTIVE TIME; (iv) PRICING ASSUMPTIONS, OR QUALITY, QUANTITY OR VALUE OF THE ASSETS OR OF HYDROCARBON RESERVES (IF ANY), ATTRIBUTABLE TO THE ASSETS OR THE ABILITY OR POTENTIAL OF THE ASSETS TO PRODUCE HYDROCARBONS, THE ABILITY TO DEVELOP THE ASSETS OR TO OBTAIN ANY PERMITS REQUIRED TO DEVELOP THE ASSETS, OR ANY PROJECTIONS AS TO EVENTS THAT COULD OR COULD NOT OCCUR; (v) THE ENVIRONMENTAL CONDITION OF THE ASSETS, BOTH SURFACE AND SUBSURFACE; OR (vi) ANY OTHER MATTERS CONTAINED IN ANY MATERIALS FURNISHED OR MADE AVAILABLE TO ASSIGNEE OR ANY OF ITS REPRESENTATIVES BY ASSIGNOR OR ANY OF ITS REPRESENTATIVES.

(c) **INSPECTION.** ASSIGNEE HAS INSPECTED, OR WAIVED ITS RIGHT TO INSPECT, THE ASSETS FOR ALL PURPOSES, AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING CONDITIONS SPECIFICALLY RELATING TO THE PRESENCE, RELEASE, OR DISPOSAL OF HAZARDOUS MATERIALS, SOLID WASTES, ASBESTOS, OTHER MAN-MADE FIBERS, AND NATURALLY OCCURRING RADIOACTIVE MATERIALS. ASSIGNEE IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE ASSETS.

(d) **"AS IS, WHERE IS" PURCHASE.** ASSIGNEE IS ACQUIRING THE ASSETS IN AN "AS IS, WHERE IS" CONDITION, AND SHALL ASSUME ALL RISKS AND LIABILITIES THAT THE ASSETS MAY CONTAIN HAZARDOUS MATERIALS OR OTHER WASTE, TOXIC, HAZARDOUS, EXTREMELY HAZARDOUS, OR OTHER MATERIALS OR SUBSTANCES, OR OTHER ADVERSE PHYSICAL CONDITIONS, INCLUDING THE PRESENCE OF UNKNOWN ABANDONED OIL AND GAS WELLS,

WATER WELLS, SUMPS, PITS, PIPELINES, OR OTHER WASTE OR SPILL SITES THAT MAY NOT HAVE BEEN REVEALED BY ASSIGNEE'S INVESTIGATION. ALL RESPONSIBILITY AND LIABILITY RELATING TO ALL SUCH CONDITIONS, WHETHER KNOWN OR UNKNOWN, FIXED OR CONTINGENT, ARE TRANSFERRED FROM ASSIGNOR TO ASSIGNEE, REGARDLESS OF WHEN THE LIABILITY OR RESPONSIBILITY AROSE.

(e) **CHANGES IN PRICES, SPACING AND POOLING AND WELL EVENTS.** ASSIGNEE ACKNOWLEDGES THAT IT SHALL ASSUME ALL RISK OF LOSS WITH RESPECT TO: (I) CHANGES IN COMMODITY OR PRODUCT PRICES AND ANY OTHER MARKET FACTORS OR CONDITIONS; (II) ASSIGNEE NOT BEING ABLE TO TAKE OVER OPERATIONS OF ANY PORTION OF THE ASSETS; (III) PRODUCTION DECLINES OR ANY ADVERSE CHANGE IN THE PRODUCTION CHARACTERISTICS OR DOWNHOLE CONDITION OF A WELL OR OTHER ASSET, INCLUDING ANY WELL WATERING OUT, OR EXPERIENCING A COLLAPSE IN THE CASING OR SAND INFILTRATION; AND (IV) DEPRECIATION OF ANY ASSETS THAT CONSTITUTE PERSONAL PROPERTY.

Assumed Liabilities. Assignee, for itself and its successors and assigns, assumes all risk, liability, obligations, Claims and Losses in connection with, and agrees to defend, indemnify, and save and hold harmless Assignor and its Affiliates, and its and their respective directors, managers, members, officers, employees, agents, and attorneys from and against any and all Claims and Losses attributable to, or that arise from or in connection with, the Assumed Liabilities.

5. **Recording References.** Unless provided otherwise, all recording references in the Exhibits to this Assignment are to the official real property records of the applicable county in which the Lands are located. To facilitate filing and recording, there may be omitted from any counterpart the parts of Exhibits A, B and C containing specific descriptions of the Assets that relate to land located in counties other than the county in which the particular counterpart is to be filed or recorded.

6. **Binding Effect.** This Assignment binds and inures to the benefit of the Parties and their permitted successors and assigns. The covenants and agreements herein shall be covenants that run with the land.

7. **Exhibits.** Unless expressly indicated otherwise, any reference in this Assignment to the Exhibits is a reference to Exhibits attached to this Assignment. The Exhibits are incorporated into this Assignment and shall be part of this Assignment. Any reference to "this Assignment" includes such Exhibits.

8. **Governing Law.** This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Colorado without giving effect to the conflict-of-laws principles thereof, except to the extent that the laws of the state in which the Lands are located necessarily govern with respect to procedural and substantive matters relating to real property and the conveyancing thereof, with respect to which the laws of such state shall control with respect to such Lands.

9. **Construction.** The words "this Assignment," "herein," "hereby," "hereunder" and words of similar import refer to this Assignment as a whole and not to any particular subdivision unless expressly so limited. The phrases "this Section" and similar phrases refer only to the Sections hereof in which the phrase occurs. The word "or" is not exclusive, and "including" (and its various derivatives), means "including without limitation." Pronouns in masculine, feminine and neuter gender shall be construed to include any other gender. Words in the singular form shall be construed to include the plural and words in the plural form shall be construed to include the singular, unless the context otherwise requires. In the event an ambiguity or question of intent or interpretation of this Assignment arises, this Assignment shall be construed as if jointly drafted by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring a Party as a result of authorship or drafting of any provision of this Assignment.



Instr: 201012170051353 12/17/2010
P: 8 of 28 F: \$755.00
Rick Campbell 3:18PM M18C
Stark County Recorder T20100042402

10. **Vesting.** Notwithstanding any other provision of this Assignment, if any right, interest or estate in property granted by this Assignment or pursuant hereto does not vest upon the date hereof, such right, interest or estate shall vest, if at all, within 21 years less one day after the death of the last surviving descendant of Joseph P. Kennedy, father of John F. Kennedy, former President of the United States of America, who is living on the date that is the earlier to occur of (a) execution of this Assignment by Assignor, and (b) the Effective Date.

11. **Severability.** If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced under any rule of law, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Assignment is not affected in a materially adverse manner with respect to either Party.

12. **Execution.** This Assignment may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. Separate assignments of the Leases may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements, including assignments of "record" title or "operating rights" with respect to federal Leases. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignments. The interests conveyed by such separate assignments are the same, and not in addition to, the Assets conveyed herein.

[Signature Page Follows]

Instr: 201012170051353 12/17/2010
P: 6 of 28 F: \$798.00 3:16PM MISC
Rick Campbell Stark County Recorder T20100042402

This Assignment was executed in Denver, Colorado and Oklahoma City, Oklahoma, on November 30, 2010 (the "Closing Date"), to be effective for all purposes as of the Effective Time.

ASSIGNOR:

ANSCHUTZ EXPLORATION CORPORATION,
a Delaware corporation

By: 

Pamela S. Kalstrom - Vice President

ASSIGNEE:

CHESAPEAKE AEC ACQUISITION, L.L.C.,
an Oklahoma limited liability company

By: 

Douglas J. Jacobson - Executive Vice
President

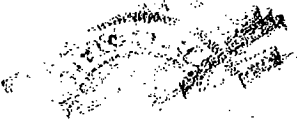
ACKNOWLEDGMENT CERTIFICATES

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of November, 2010, by Pamela S. Kalstrom, as Vice President of Anschutz Exploration Corporation, a Delaware corporation.

Witness my hand and official seal.

My commission expires: May 10, 2011 *Darla D. Desautels*
Notary Public
Name: DARLA D. DESAUTELS



(NOTARIAL SEAL)

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 30th day of November, 2010, by Douglas J. Jacobson, as Executive Vice President of Chesapeake AEC Acquisition, L.L.C., an Oklahoma limited liability company.

Witness my hand and official seal.

My commission expires: 6/15/14 *Colby Anderson*
Notary Public
Name: Colby Anderson

(NOTARIAL SEAL)



EXHIBIT "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance by and between ANSCHUTZ EXPLORATION CORPORATION and CHESAPEAKE AEC ACQUISITION, L.L.C., effective July 1, 2010.

Lease No.	Original Lessor	Original Lessee	Lease Date	Legal Description	County	State	Recording/Book	Page
29410034-00	JO ANN CLAPPER A WIDOW	ANSCHUTZ EXPLORATION CORPORATION	5/27/2008	TOWNSHIP 17 NORTH, RANGE 6 WEST SECTION 13: SW TAX MAP NO: 41-05284.000 TOWN: PARIS	STARK	OH	200807290034002	
29410048-00	RONALD E. SMITH, A MARRIED MAN DEALING IN HIS SOLE AND SEPERATE PROPERTY	ANSCHUTZ EXPLORATION CORPORATION	5/21/2008	TOWNSHIP 17, RANGE 6 SECTION 3: PT. SE TAX MAP NO: 41-03742 TOWN: PARIS	STARK	OH	200809080040125	
29410052-00	RUMMELL FARMS, INC.	ANSCHUTZ EXPLORATION CORPORATION	6/11/2008	TOWNSHIP 18, RANGE 6 SECTION 27: PT. SW TAX MAP NO: 75-01098 TOWN: WASHINGTON AND PARIS TAX MAP NO: 73-03159 TOWN: WASHGINTON AND PARIS SECTION 27: PT. SE TAX MAP NO: 75-01099 TOWN: WASHINGTON AND PARIS TAX MAP NO: 75-05745 TOWN: WASHINGTON AND PARIS SECTION 34: PT. S2NW TAX MAP NO: 75-05292 TOWN: WASHINGTON AND PARIS SECTION 34: PT. SW TAX MAP NO: 75-01101 TOWN: WASHINGTON AND PARIS TAX MAP NO: 75-06061 SECTION 34: PT. NW TAX MAP NO: 75-01102 TOWN: WASHINGTON AND PARIS TAX MAP NO: 75-01100 TOWN: WASHINGTON AND PARIS TAX MAP NO: 75-05293 TOWN: WASHINGTON AND PARIS TOWNSHIP 17, RANGE 6 SECTION 3: PT. NE TAX MAP NO: 41-00828 TOWN: WASHINGTON AND PARIS	STARK	OH	200808280038849	
29410061-00	EUGENE W. WILES, A SINGLE MAN	ANSCHUTZ EXPLORATION CORPORATION	5/29/2008	TOWNSHIP 19, RANGE 6, SECTION 15: PT. SW TAX MAP NO: 28-09569 TOWN: LEXINGTON TAX MAP NO: 28-09570 TOWN: LEXINGTON TAX MAP NO: 28-08152 TOWN: LEXINGTON	STARK	OH	200808280038843	

200808280038843
 R 18 04 28 F 5796 00 3 48 12 17/2010
 Stark County Recorder 10/20/2008

**AMENDMENT AND RATIFICATION
OF OIL AND GAS LEASE**

THIS AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE (this "*Amendment*") is made as of the ____ day of _____ 2012 by and between **Waste Control Services, Inc., Robert Konstand** having an address at **106 South Main Street, Suite 2500 Akron OH, 44308** ("*Lessor*") and **CHESAPEAKE EXPLORATION, L.L.C.**, an Oklahoma limited liability company, with its principal office located at 6100 N. Western Avenue, Oklahoma City, Oklahoma 73118; **CHK UTICA, L.L.C.**, a Delaware limited liability company, with its principal office located at 6100 N. Western Avenue, Oklahoma City, Oklahoma 73118; and **Enervest Operating L.L.C.**, a Delaware limited liability company with its principal office located at 1001 Fannin Street, Suite 800, Houston, Texas 77002, (collectively the "*Lessees*").

RECITALS

WHEREAS, on 10/04/1967, The Magnolia Mining Company (an Ohio Corporation) and Belden and Blake Oil Company, in the State of Ohio, entered into a certain Oil and Gas Lease which was filed for record in Stark County, Ohio, in the form of an Oil and Gas Lease, which was recorded on 10/11/1967 at Book 150, Page 162 (the "*Lease*"); and

WHEREAS, the Lease covers lands described as:

Tract of land situate in Sections 20-21 in the Township of Sandy, County of Stark, State of Ohio, bounded substantially as follows:

North by lands of:	Sprout-Gallagher-Hobertson-Wilson
East by lands of:	Creek-Rugani
South by lands of:	Rugani-Public Road-(T 159)-M. & G. Coal Co.
West by lands of:	M. & G. Coal Co.-Bowman-Sprout

being all the property owned by lessor in Sections 20-21 of Sandy Township containing 270.30 acres, more or less, of which the undersigned owns a portion currently known Tax Map/Parcel Numbers: 6102433, 6102434, 6100253 containing a total of approximately 269.93 acres, more or less, situated in Sandy Township, Stark County, Ohio (the "*Leased Premises*")"; and

WHEREAS, Lessor and Lessee, for their mutual benefit, desire to amend and modify the Lease in order to facilitate the formation of drilling units as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises contained herein, Lessor and Lessee agree as follows:

The sentence contained in the following paragraph of the Lease originally stated the following:

The Lessor hereby grants to the Lessee the right to consolidate the leased premises in whole or in part with other lands to form an oil and gas development unit of not more than one hundred sixty (160) acres, or the amount of acreage contained in a lot or quarter section of land in the township in which the leased premises are located, whichever is greater, for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the purposes of all the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the owner of the land on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) oil and gas royalty hereinbefore provided, that proportion of such one-eighth (1/8) royalty which the acreage herein leased bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil and gas lease setting forth the leases or portions thereof consolidated, the royalty distribution and recording the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If said development unit shall thereafter be used for gas storage purposes, the well rental or land rental hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each such parcel bears to the entire acreage consolidated.

The Lease is hereby amended to include the following paragraph:

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Such units will not exceed 1280 acres

(or such other size as allowed by the appropriate Governmental Authority). Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

Lessor ratifies and confirms the Lease, and all of its terms and provisions, as amended above, and does hereby grant, lease and let the Leased Premises unto Lessee subject to and under the terms and provisions of Lease and this Amendment, and hereby agrees and acknowledges that said Lease is valid and shall remain in full force and effect according to the terms and provisions thereof.

, Notary Public

Prepared By:

**Once recorded, please return to: Chesapeake Exploration, L.L.C., Attention: Land -- Eastern
Division, 6100 N. Western Avenue, Oklahoma City, Oklahoma 73118**

Check Date: 01/18/2021 Check Number: 230282 Owner Number: R3069

Well	Sales [T] Period	Sales Volume	Price	Gross Value	Tax	Net Value	Owner %	Owner Expenses	Owner Net
MAGNOLIA MINING	O 11/20	75.93	40.50	3,075.92	7.59	3,068.33	12.5000000	0.00	383.54
MAGNOLIA MINING	E 03/20	0.00	0.00	0.00	0.00	0.00	12.5000000	2.98	-2.98
MAGNOLIA MINING	E 06/20	0.00	0.00	0.00	0.00	0.00	12.5000000	2.98	-2.98

PAPERLESS PETROX CALL (330) 653-5526

2021 Oil & Gas Payments

231089



PETROX, INC.
An American Energy Producer
10005 ELLSWORTH ROAD
STREETSBORO, OHIO 44241

CrossFirst Bank
7120 SOUTH LEWIS
TULSA, OKLAHOMA 74136

83-1528/1010 NUMBER

PAY Five Hundred Forty Seven and 59/100 *****

TO THE ORDER OF

DATE 07/19/2021

AMOUNT *****
****547.59

MUNICIPAL SOLID WASTE SERVICE INC
578 W MARKET ST
AKRON OH 44303

M.A.D.
VOID AFTER 60 DAYS

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

231089 1010652821 201265073

NUMBER 231089

PETROX, INC.
An American Energy Producer

Well	Check Date:	07/19/2021	Sales	Volume	Price	Gross Value	Tax	Net Value	Owner %	Owner Expenses	Owner Net
MAGNOLIA MINING	O	05/21	71.94	61.51	4,425.03	7.19	4,417.84	12.5000000	0.00	552.23	
MAGNOLIA MINING	E	06/21	0.00	0.00	0.00	0.00	0.00	12.5000000	2.32	-2.32	
MAGNOLIA MINING	E	02/21	0.00	0.00	0.00	0.00	0.00	12.5000000	2.32	-2.32	

PAPERLESS PETROX CALL (330) 653-6626

Owner Number: R3069

CHECK NO: 2000055157 9/10/2021 AKRON OH 44303
 CHECK DATE: 9/10/2021 AKRON OH 44303
 MUNICIPAL SOLID WASTE INC. FDPA SERVICES

ACCOUNT NO: 73994

TANK NO	TICKET	DATE	TEMP	ES&W	TOTAL BARRELS	DECIMAL INTEREST	TYPE OF INT/DED	ACCOUNT BARRELS	PRICE PER BEL	GROSS AMT	DEDUCTION	NET AMOUNT
FARM NO: 14264005	1330243	8/30/21		7.85	52.49	.12500000	2 ET	6.56	61.7148	404.93	.33	404.60
01365605					52.49			6.56		404.93	.33	404.60
TOTAL FOR FARM 14264005					52.49			6.56		404.93	.33	404.60
FARM NO: 14265005	1330244	8/31/21		1.87	100.49	.12500000	2 ET	12.56	63.7149	800.34	.63	799.71
01365705					100.49			12.56		800.34	.63	799.71
TOTAL FOR FARM 14265005					100.49			12.56		800.34	.63	799.71
FARM NO: 18791005	1330245	8/31/21		.83	73.10	.12500000	2 ET	9.14	63.7149	582.19	.46	581.73
01412805					73.10			9.14		582.19	.46	581.73
TOTAL FOR FARM 18791005					73.10			9.14		582.19	.46	581.73
TOTAL FOR 73994					226.08			28.26		1787.46	1.42	1786.04

FOR ACCOUNT AND CRUDE OIL PRICE INFORMATION
 CALL TOLL-FREE FROM PA., OH., AND WV.
 (1-800-278-3364)

WHEN CORRESPONDING WITH OUR OFFICE
 PLEASE REFER TO YOUR ACCOUNT NUMBER

INT TYPES: 2 -ROYALTY
 DEDUCTION: ET -EDUCATION

OWNER NAME	OWNER NO.	CHECK DATE	CHECK NUMBER	AMOUNT
MUNICIPAL SOLID WASTE SERVICE	1068907	Oct 29, 2021	50027260	\$143.55

PROPERTY #	PROPERTY NAME	ST	COUNTY	OPERATOR NAME							OWNER GROSS VALUE	OWNER TAX CODE	OWNER STATE TAX	OWNER DED CODE	OWNER DEDUCTIONS	OWNER NET VALUE
1407263	MAGNOLIA MINING #7	OH	Stark	OWS ACQUISITION CO LLC												
01/21 O	106.41	46.08	4963.29	10.64	4893.65	0.01157940	RT	56.78	ST	0.13						56.66
02/21 G	0.00		0.00	22.98	-32.98	0.01157940	RT	0.00	ADV	-0.38						-0.38
07/21 G	0.00		0.00	32.98	-32.98	0.01157940	RT	0.00	ADV	-0.38						-0.38
08/21 O	116.23	65.32	7580.66	11.62	7569.04	0.01157940	RT	87.78	ST	0.13						87.65
Total of this check			12484.95	88.22	0.00	12396.73		144.57		1.02					0.00	143.55
Year to date								144.57		1.02					0.00	143.55

Tax and deduction codes:
 ST Severance / Production Tax ADV Ad Valorem Tax

PAYEE: DETACH THIS STATEMENT BEFORE DEPOSITING.

ERGON OIL PURCHASING, INC.

ERGON COMPANY, POST OFFICE BOX 1308, JACKSON, MISSISSIPPI 39215-1308
 FOR ACCOUNT AND CRUDE OIL PRICE INFORMATION CALL TOL-FREE FROM PA, OH, AND WV (1-800-278-3364) OR WRITE P. O. BOX 356,
 NEWELL, WV 26050 WHEN CORRESPONDING WITH OUR OFFICE PLEASE REFER TO YOUR ACCOUNT NUMBER

No. 1320502
Check Date: 01/10/2020
 Account No: 73994

MUNICIPAL SOLID WASTE, INC FDBA SERVICES, 578 W MARKET ST, AKRON OH 44303

Tank #	Ticket	Prod Date	Temp	BS&W	Total Barrels	Decimal Interest	Type Of Int/Ded	Account Barrels	Price Per BBL	Gross Amt	Deductions	Net Amount
01365605	FARM NO: 14264005 1291583	12/21/19	0.00	MAGNOLIA MINING #10 2.47	29.77	.12500000	2 ET	3.72	55.8401	207.79	0.19	207.60
01365705	FARM NO: 14265005 1291584	12/21/19	0.00	MAGNOLIA MINING #11 1.65	52.88	.12500000	2 ET	6.61	55.8401	369.10	0.33	368.77
01412805	FARM NO: 18791005 1291585	12/21/19	0.00	MAGNOLIA MINING #5 & 8 2.47	37.96	.12500000	2 ET	4.74	55.8401	264.96	0.24	264.72
Page 1 of 1 Total for Account:											841.09	

57, 18.08

Detach at Perforation Before Depositing Check
 INT TYPES: 2 -ROYALTY
 DEDUCTION: ET -EDUCATION

DETACH ALONG THIS PERFORATION

ORIGINAL CHECK HAS MICRO PRINTING, VOID FEATURE WITH COLORED BACKGROUND AND ENDORSEMENT SECURITY FEATURES.



ERGON OIL PURCHASING, INC.
 AN ERGON COMPANY
 POST OFFICE BOX 1308
 JACKSON, MISSISSIPPI 39215-1308

REGIONS BANK
 CONTROL DISBURSEMENT - NEWHEBRON, MS
 85-115/653

Check No. 1320502

Check Date
 01/10/2020

PAY *Eight Hundred Forty One AND 09/100*

TO THE ORDER OF
**MUNICIPAL SOLID WASTE
 INC FDBA SERVICES
 578 W MARKET ST
 AKRON OH 44303**

Check Amount
 \$ *****841.09

Emmitt Haddock

⑈01320502⑈ ⑆065301155⑆ 5000804427⑈

227409



PETROX, INC.
 An American Energy Producer
 10005 ELLSWORTH ROAD
 STREETSBORO, OHIO 44241

CrossFirst Bank
 7120 SOUTH LEWIS
 TULSA, OKLAHOMA 74136

83-1528/1010 NUMBER

Four Hundred One and 01/100 *****

PAY
 TO THE
 ORDER OF

DATE
 01/16/2020

AMOUNT
 ****401.01

MUNICIPAL SOLID WASTE SERVICE INC

578 W MARKET ST
 AKRON OH 44303

[Handwritten Signature]
 VOID AFTER 90 DAYS

DOCUMENT INCLUDES A HIDDEN WORD. DO NOT CASH IF THE WORD VOID IS VISIBLE. DOCUMENT ALSO CONTAINS HEAT-SENSITIVE INK. TOUCH HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈ 227409⑈ ⑆ 101015282⑆ 201265073⑈

PETROX, INC.
 An American Energy Producer

NUMBER 227409

Check Date: 01/16/2020 Check Number: 227409 Owner Number: R3069

Well	Sales T Period	Sales Volume	Price	Gross Value	Tax	Net Value	Owner %	Owner Expenses	Owner Net
MAGNOLIA MINING	O 12/19	60.93	52.96	3,226.85	6.09	3,220.76	12.5000000	0.00	402.60
MAGNOLIA MINING	E 06/19	0.00	0.00	0.00	0.00	0.00	12.5000000	1.59	-1.59

PAPERLESS PETROX CALL (330) 653-5526

PETROX, INC.
 An American Energy Producer

NUMBER 227409

Check Date: 01/16/2020 Check Number: 227409 Owner Number: R3069

Well	Sales T Period	Sales Volume	Price	Gross Value	Tax	Net Value	Owner %	Owner Expenses	Owner Net
MAGNOLIA MINING	O 12/19	60.93	52.96	3,226.85	6.09	3,220.76	12.5000000	0.00	402.60
MAGNOLIA MINING	E 06/19	0.00	0.00	0.00	0.00	0.00	12.5000000	1.59	-1.59

PAPERLESS PETROX CALL (330) 653-5526

RVSR943 REVENUE SUMMARY CRUDE OIL ACCOUNT STATEMENT
 EFT TRANSACTIONS
 959 ERGON OIL PURCHASING, INC.

ERGON OIL PURCHASING INC

PAGE 1

13:13:17 2/06/20

MUNICIPAL SOLID WASTE
 INC FDBA SERVICES

ACCOUNT NO: 73994

CHECK NO: 2000038678 578 W MARKET ST
 CHECK DATE: 2/11/2020 AKRON OH 44303

TANK NO	TICKET	PROD DATE	TEMP	BS&W	TOTAL BARRELS	DECIMAL INTEREST	TYPE OF INT/DED	ACCOUNT BARRELS	PRICE PER BBL	GROSS AMT	DEDUCTION	NET AMOUNT
FARM NO: 14254005		MAGNOLIA MINING #3										
01327305	1009988	3/13/06		2.16	100.66	.12500000	2 ET	12.58	58.0000	729.78	.13	729.65
TOTAL FOR TANK 01327305					100.66			12.58		729.78	.13	729.65
TOTAL FOR FARM14254005					100.66			12.58		729.78	.13	729.65
TOTAL FOR 73994					100.66			12.58		729.78	.13	729.65

FOR ACCOUNT AND CRUDE OIL PRICE INFORMATION
 CALL TOLL-FREE FROM PA., OH., AND WV.
 (1-800-278-3364)
 WHEN CORRESPONDING WITH OUR OFFICE
 PLEASE REFER TO YOUR ACCOUNT NUMBER

INT TYPES: 2 -ROYALTY
 DEDUCTION: ET -EDUCATION

RVSR943 REVENUE SUMMARY CRUDE OIL ACCOUNT STATEMENT
 EFT TRANSACTIONS
 959 ERGON OIL PURCHASING, INC.

ERGON OIL PURCHASING INC

PAGE 1

13:11:00 4/06/20

MUNICIPAL SOLID WASTE
 INC FDBA SERVICES
 ACCOUNT NO: 73994

CHECK NO: 2000040747 578 W MARKET ST
 CHECK DATE: 4/09/2020 AKRON OH 44303

TANK NO	TICKET	PROD DATE	TEMP	BS&W	TOTAL BARRELS	DECIMAL INTEREST	TYPE OF INT/DED	ACCOUNT BARRELS	PRICE PER BBL	GROSS AMT	DEDUCTION	NET AMOUNT
FARM NO: 14254005		MAGNOLIA MINING #3										
01327305	1297713	3/31/20		3.77	62.26	.12500000	2 ET	7.78	26.6053	207.06	.39	206.67
TOTAL FOR TANK 01327305					62.26			7.78		207.06	.39	206.67
TOTAL FOR FARM14254005					62.26			7.78		207.06	.39	206.67
TOTAL FOR 73994					62.26			7.78		207.06	.39	206.67

FOR ACCOUNT AND CRUDE OIL PRICE INFORMATION
 CALL TOLL-FREE FROM PA., OH., AND WV.
 (1-800-278-3364)
 WHEN CORRESPONDING WITH OUR OFFICE
 PLEASE REFER TO YOUR ACCOUNT NUMBER

INT TYPES: 2 -ROYALTY
 DEDUCTION: ET -EDUCATION

Check Date: Mar. 12, 2020		CSU PRODUCER RESOURCES, INC.		Check No. 038946		08
Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount	
2020-03-114446037	Mar. 11, 2020	00063224	\$1,210.85	\$0.00	\$1,210.85	
ACCT NBR:3000445110, REFUND-OVERPAYMENT						
DSB_ID:20200310220443134218 BCDMUNICIPAL SOLID WASTE SERVICE						
INC. 00000000121085						

Vendor Number	Vendor Name		Total Discounts	AR	
0004306296	MUNICIPAL SOLID WASTE SERVICE INC.		\$0.00	ACCT RECV	
Check Number	Date		Total Amount	Discount Taken	Total Paid Amount
038946	Mar. 12, 2020		\$1,210.85	\$0.00	\$1,210.85

PLEASE DETACH BEFORE DEPOSITING



Enervest Operating, LLC
 as designated operator
 300 Capitol Street, Suite 200
 Charleston, WV 25301
 304-343-5505

634646

Page 1 of 1
 Check Date: 9/30/2020



Owner 1068907 MUNICIPAL SOLID WASTE SERVICE

Property #		Property Name						ST	County			Operator Name				
Sale Mo/Yr	P R D	BBL/MCF/GAL	BTU/GRAV	Price	Gross Value	Gross Taxes	Gross Deducts	Net Value	Decimal Interest	Int Type	Owner Gross Value	Tax Code	Owner Tax Amount	Deduct Code	Owner Deduct Amount	Owner Net Value
421068683		MAGNOLIA MINING #7							OH STARK			EV Operating CRW (east)				
12/19	O	108.62	40	56.14	6097.93	21.72		6076.21	0.01157940	RI	70.61	ST	0.25			70.36
12/19	G	0.00	1	0.00	0.00	113.00		-113.00	0.01157940	RI	0.00	ADV	1.30			-1.30
07/20	O	111.24	40	36.61	4072.08	22.25		4049.83	0.01157940	RI	47.16	ST	0.25			46.91
Total of this check					10170.01	156.97	0.00	10013.04			117.77		1.80		0.00	115.97
Year to date											117.77		1.80		0.00	115.97
ADV		AD VALOREM TAXES														
ST		SEVERANCE / PRODUCTION TAX														

Note: Any changes to your account status or address must be made in writing to the address on your check (Attn: Division Orders).
 MICHIGAN OWNERS ONLY; AN ITEMIZED EXPLANATION & ANNUAL ACCOUNTING OF THE POST-PRODUCTION COSTS AND OTHER DEDUCTIONS IS AVAILABLE UPON WRITTEN REQUEST TO THE ADDRESS ON THE CHECK

TO USE VALUE THE WORD VOID IS VISIBLE. SEE REVERSE SIDE FOR LIST OF SECURITY

RVSR943 REVENUE SUMMARY CRUDE OIL ACCOUNT STATEMENT
 EFT TRANSACTIONS
 959 ERGON OIL PURCHASING, INC.

ERGON OIL PURCHASING INC

PAGE 1

14:27:39 7/07/20

MUNICIPAL SOLID WASTE
 INC FDBA SERVICES
 ACCOUNT NO: 73994

CHECK NO: 2000043235 578 W MARKET ST
 CHECK DATE: 7/10/2020 AKRON OH 44303

TANK NO	TICKET	PROD DATE	TEMP	BS&W	TOTAL BARRELS	DECIMAL INTEREST	TYPE OF INT/DED	ACCOUNT BARRELS	PRICE PER BBL	GROSS AMT	DEDUCTION	NET AMOUNT
FARM NO: 14264005		MAGNOLIA MINING #10										
01365605	1303689	6/30/20		.63	41.99	.12500000	2 ET	5.25	37.3667	196.13	.26	195.87
TOTAL FOR TANK 01365605					41.99			5.25		196.13	.26	195.87
TOTAL FOR FARM14264005					41.99			5.25		196.13	.26	195.87
FARM NO: 14265005		MAGNOLIA MINING #11										
01365705	1303690	6/30/20		.63	58.66	.12500000	2 ET	7.33	37.3667	273.99	.37	273.62
TOTAL FOR TANK 01365705					58.66			7.33		273.99	.37	273.62
TOTAL FOR FARM14265005					58.66			7.33		273.99	.37	273.62
FARM NO: 18791005		MAGNOLIA MINING #5 & 8										
01412805	1303691	6/30/20		.63	76.18	.12500000	2 ET	9.52	37.3667	355.82	.48	355.34
TOTAL FOR TANK 01412805					76.18			9.52		355.82	.48	355.34
TOTAL FOR FARM18791005					76.18			9.52		355.82	.48	355.34
TOTAL FOR 73994					176.83			22.10		825.94	1.11	824.83

FOR ACCOUNT AND CRUDE OIL PRICE INFORMATION
 CALL TOLL-FREE FROM PA., OH., AND WV.
 (1-800-278-3364)

WHEN CORRESPONDING WITH OUR OFFICE
 PLEASE REFER TO YOUR ACCOUNT NUMBER

INT TYPES: 2 -ROYALTY
 DEDUCTION: ET -EDUCATION

Check Date: 01/18/2021

Check Number: 230282

Owner Number: R3069

Well	Sales T Period	Sales Volume	Price	Gross Value	Tax	Net Value	Owner %	Owner Expenses	Owner Net
MAGNOLIA MINING	O 11/20	75.93	40.50	3,075.92	7.59	3,068.33	12.5000000	0.00	383.54
MAGNOLIA MINING	E 03/20	0.00	0.00	0.00	0.00	0.00	12.5000000	2.98	-2.98
MAGNOLIA MINING	E 06/20	0.00	0.00	0.00	0.00	0.00	12.5000000	2.98	-2.98

PAPERLESS PETROX CALL (330) 653-5526

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

231089



PETROX, INC.
An American Energy Producer
10005 ELLSWORTH ROAD
STREETSBORO, OHIO 44241

CrossFirst Bank
7120 SOUTH LEWIS
TULSA, OKLAHOMA 74136

83-1528/1010 NUMBER

PAY Five Hundred Forty Seven and 59/100 *****
TO THE DATE
ORDER OF 07/19/2021

AMOUNT
****547.59

MUNICIPAL SOLID WASTE SERVICE INC

578 W MARKET ST
AKRON OH 44303

VOID AFTER 90 DAYS

DOCUMENT INCLUDES A HIDDEN WORD. DO NOT CASH IF THE WORD VOID IS VISIBLE. DOCUMENT ALSO CONTAINS HEAT-SENSITIVE INK. TOUCH HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈ 231089 ⑈ ⑆ 101015282⑆ 201265073⑈

PETROX, INC.
An American Energy Producer

NUMBER 231089

Check Date: 07/19/2021 Check Number: 231089 Owner Number: R3069

Well	Sales T Period	Sales Volume	Price	Gross Value	Tax	Net Value	Owner %	Owner Expenses	Owner Net
MAGNOLIA MINING	O 05/21	71.94	61.51	4,425.03	7.19	4,417.84	12.500000	0.00	552.23
MAGNOLIA MINING	E 06/21	0.00	0.00	0.00	0.00	0.00	12.500000	2.32	-2.32
MAGNOLIA MINING	E 02/21	0.00	0.00	0.00	0.00	0.00	12.500000	2.32	-2.32

PAPERLESS PETROX CALL (330) 653-5526

Details on back
Security Features included



RVSR943 REVENUE SUMMARY CRUDE OIL ACCOUNT STATEMENT
 EFT TRANSACTIONS
 959 ERGON OIL PURCHASING, INC.

ERGON OIL PURCHASING INC

PAGE 1

13:29:07 9/07/21

MUNICIPAL SOLID WASTE ACCOUNT NO: 73994
 INC FDBA SERVICES

CHECK NO: 2000055157 578 W MARKET ST
 CHECK DATE: 9/10/2021 AKRON OH 44303

TANK NO	TICKET	PROD DATE	TEMP	BS&W	TOTAL BARRELS	DECIMAL INTEREST	TYPE OF INT/DED	ACCOUNT BARRELS	PRICE PER BBL	GROSS AMT	DEDUCTION	NET AMOUNT

FARM NO: 14264005		MAGNOLIA MINING #10										
01365605	1330243	8/30/21		7.85	52.49	.12500000	2 ET	6.56	61.7148	404.93	.33	404.60

TOTAL FOR TANK 01365605					52.49							
TOTAL FOR FARM14264005					52.49							
FARM NO: 14265005		MAGNOLIA MINING #11										
01365705	1330244	8/31/21		1.87	100.49	.12500000	2 ET	12.56	63.7149	800.34	.63	799.71

TOTAL FOR TANK 01365705					100.49							
TOTAL FOR FARM14265005					100.49							
FARM NO: 18791005		MAGNOLIA MINING #5 & 8										
01412805	1330245	8/31/21		.83	73.10	.12500000	2 ET	9.14	63.7149	582.19	.46	581.73

TOTAL FOR TANK 01412805					73.10							
TOTAL FOR FARM18791005					73.10							
TOTAL FOR 73994					226.08							

FOR ACCOUNT AND CRUDE OIL PRICE INFORMATION
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INT TYPES: 2 -ROYALTY
 DEDUCTION: ET -EDUCATION

OWNER NAME	OWNER NO.	CHECK DATE	CHECK NUMBER	AMOUNT
MUNICIPAL SOLID WASTE SERVICE	1068907	Oct 29, 2021	50027260	\$143.55

PROPERTY #	PROPERTY NAME	ST	COUNTY	OPERATOR NAME							OWNER	OWNER			OWNER			
SALE MO	YR	D	P	BBL/	BTU/	PRICE	GROSS VALUE	GROSS TAXES	GROSS DEDUCTS	NET VALUE	DECIMAL INTEREST	INT TYP	GROSS VALUE	TAX CODE	STATE TAX	DED CODE	DEDUCTIONS	NET VALUE
3407263				MAGNOLIA MINING #7									OWS ACQUISITION CO LLC					
01/21	O			106.41	46.09		4904.29	10.64		4893.65	0.01157940	RI	56.79	ST		0.13		56.66
02/21	G			0.00			0.00	32.98		-32.98	0.01157940	RI	0.00	ADV		0.38		-0.38
07/21	G			0.00			0.00	32.98		-32.98	0.01157940	RI	0.00	ADV		0.38		-0.38
08/21	O			116.23	65.22		7580.66	11.62		7569.04	0.01157940	RI	87.78	ST		0.13		87.65
Total of this check							12484.95	88.22	0.00	12396.73			144.57		1.02		0.00	143.55
Year to date													144.57		1.02		0.00	143.55
Tax and deduction codes:																		
			ST	Severance / Production Tax			ADV	Ad Valorem Tax										

PAYEE: DETACH THIS STATEMENT BEFORE DEPOSITING

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER



PETROX, INC.
An American Energy Producer
 10005 ELLSWORTH ROAD
 STREETSBORO, OHIO 44241

CrossFirst Bank
 7120 SOUTH LEWIS
 TULSA, OKLAHOMA 74136

2351

83-1528/1010 NUMBER

PAY Five Hundred Ninety One and 66/100 *****
 TO THE ORDER OF

DATE AMOUNT
 02/17/2022 ****591.66

MUNICIPAL SOLID WASTE SERVICE INC

578 W MARKET ST
 AKRON OH 44303

VOID AFTER 90 DAYS

DOCUMENT INCLUDES A HIDDEN WORD. DO NOT CASH IF THE WORD VOID IS VISIBLE. DOCUMENT ALSO CONTAINS HEAT-SENSITIVE INK. TOUCH HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈ 235198 ⑈ ⑆ 101015282⑆ 201265073⑈

PETROX, INC.
 An American Energy Producer

NUMBER 2351

Check Date: 02/17/2022 Check Number: 235198 Owner Number: R3069

Well	Sales T Period	Sales Volume	Price	Gross Value	Tax	Net Value	Owner %	Owner Expenses	Owner Net
MAGNOLIA MINING	O 12/21	67.42	70.44	4,749.07	6.74	4,742.33	12.500000	0.00	592
MAGNOLIA MINING	E 01/22	0.00	0.00	0.00	0.00	0.00	12.500000	1.13	-1

PAPERLESS PETROX CALL (330) 653-5526

PETROX, INC.
 An American Energy Producer

NUMBER 235198

Check Date: 02/17/2022 Check Number: 235198 Owner Number: R3069

Well	Sales T Period	Sales Volume	Price	Gross Value	Tax	Net Value	Owner %	Owner Expenses	Owner Net
MAGNOLIA MINING	O 12/21	67.42	70.44	4,749.07	6.74	4,742.33	12.500000	0.00	592.79
MAGNOLIA MINING	E 01/22	0.00	0.00	0.00	0.00	0.00	12.500000	1.13	-1.13

PAPERLESS PETROX CALL (330) 653-5526

OWNER NAME	OWNER NO.	CHECK DATE	CHECK NUMBER	AMOUNT
MUNICIPAL SOLID WASTE SERVICE	1068907	May 26, 2022	50048847	\$132.79

PROPERTY #	PROPERTY NAME	ST	COUNTY	OPERATOR NAME							OWNER	OWNER			OWNER			
SALE	R	BBL/	BTU/		GROSS	GROSS	GROSS	NET	DECIMAL	INT	GROSS	TAX	STATE	DED	NET			
MO	YR	D	MCF	GRAV	PRICE	VALUE	TAXES	DEDUCTS	VALUE	INTEREST	TYP	VALUE	CODE	TAX	CODE	DEDUCTIONS	VALUE	
3407263																		
03/22	0		114.89	99.91	11478.66	11.49			11467.17	0.01157940	RI	132.92	ST	0.13		0.00	132.79	
Total of this check												132.92		0.13	0.00	132.79		
Year to date												132.92		0.13	0.00	132.79		

Tax and deduction codes:
 ST Severance / Production Tax

PAYEE: DETACH THIS STATEMENT BEFORE DEPOSITING

2001038687

001-02-14 / 4810

4

OHIO
RIGHT OF WAY AND EASEMENT AGREEMENT

THIS RIGHT OF WAY AND EASEMENT AGREEMENT (this "Agreement") made this 12th day of May, 2000, between Municipal Solid Waste Services, Inc., formerly known as Waste Control Services, Inc., an Ohio Corporation, having an address at 2500 First National Tower, Akron, Ohio 44308, herein called "Grantor," and COLUMBIA TRANSMISSION COMMUNICATIONS CORPORATION, a Delaware corporation, whose mailing address is 12801 Fair Lakes Parkway, P.O. Box 10146, Fairfax, Virginia 22036-0146, herein called "Grantee."

WITNESSETH

GRANT. For and in consideration of the sum of one and no/100 Dollars (\$1.00), and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, sell and convey unto Grantee, its successors and assigns, lessees, licensees and tenants a perpetual right, privilege, easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement") to:

Consideration 25,800.00

1. locate, survey, construct, maintain, inspect, operate, protect, repair, alter, replace, abandon, remove, change the size of, establish, lay, install, test, substitute, renew, reconstruct and/or restore one or more underground communications system(s), together with necessary underground conduits, cables, wires, cathodic protection, underground splicing boxes, data acquisition facilities and any other appurtenances thereto, at any time or times, and from time to time, anywhere in the Easement Area (as defined below) and in any pipelines and other facilities constructed therein, for the transmission of video, data and/or voice communications (including, without limitation, fiber optic cables);

2. perform necessary pre-construction work; and

3. have ingress to and egress from the Easement Area by means of existing or future access roads and other reasonable routes across the Property (as defined below) and on any adjoining lands owned by Grantor

Southeast of the Easement area

across, over, under and through Grantor's land located in Sandy City/Township/District, Stark County (the "County"), State of Ohio (the "State") containing 88.51 acres more or less (the "Property")

* 21NW, T17, R7

Grantor's prior instrument reference: Deed dated 6/15, 1994, recorded in the Recorder's Office (the "Office") in the County, in the State, in Deed Book 1662, Page 381, or Official Records Volume , Page , or Instrument Number , Page

Property tax or permanent parcel identification number: 61-00253

The Easement area shall be

The communications system(s) shall be installed across, over, under and through the Property within the area on the Property in which gas transmission pipeline(s) are constructed and/or which is subject to the gas transmission pipeline(s) easement(s) now, hereinbefore and/or hereinafter existing and granted to Columbia Gas Transmission Corporation, or its predecessor in interest, including, without limitation, the easement dated 7/14, 1958 and recorded in the Office in the County, in the State, in Deed Book 2564, Page 125 or Official Records Volume , Page , or Instrument Number , Page (the "Pipeline Easement").

4. The Easement granted herein shall be located, laid and maintained within the boundaries of the Pipeline Easement referenced above and, after construction and post-construction cleanup, the Easement shall be limited to a strip thirty (30) feet wide within the Pipeline Easement (the "Easement Area"); provided, however, if the Pipeline Easement is hereinafter terminated, this Easement shall survive and continue within said thirty (30) foot wide strip; and provided further Grantee shall have the right to change the location of such installed communication system(s) and the Easement Area as may be necessary or advisable as the result of highway construction or relocation, coal mining activities, ground slips, floods, pipeline relocation or the relocation of the Pipeline Easement.

5. In addition to the Easement Area as defined above, Grantor hereby grants to Grantee a temporary easement twenty (20) feet wide on either side of the Easement Area for the purpose of enabling Grantee to initially install the communication system(s) more efficiently. Grantee shall pay for damage to the Property in the manner set forth in Paragraph 7 below and, if necessary, as set forth in Paragraph 8 below.

6. Grantee shall restore the surface of the Easement Area and temporary construction easement area as nearly as reasonably practicable to its original grade and level after performing any construction or other work that disturbs the surface.

7. Grantee shall pay for actual damages to fences, tile drains, crops, and improvements of Grantor directly resulting from the construction, replacement or removal of the Communication System(s) and appurtenant facilities. Upon completion of the installation of the Communication System(s), Grantee agrees to pay to Grantor the actual cost that the Grantor incurs to reseed the damaged area of the Permanent Easement Area with like seed at a rate consistent with applicable State of Ohio, Cooperative Extension Service, Ohio Agronomy Guide, Bulletin 472 standards, to replace or repair any drain tile damaged by the installation of the Communication System(s) with tile of comparable quality, and to replace or repair any fence damaged by the installation of the Communication System(s) with a fence of comparable quality.

8. If the amount payable for damage under the preceding paragraph cannot be mutually agreed upon, it shall be determined by a panel of three (3) disinterested arbitrators. Grantor and Grantee shall appoint one (1) each, and the two (2) so appointed shall appoint the third. The award shall be by unanimous decision and shall be final and conclusive.

9. Grantor may fully use and enjoy the Property, except for Grantee's rights under this Agreement. However, Grantor shall not change the depth of cover in the Easement Area without the written consent of Grantee and shall not place or permit to be placed any buildings, mobile homes, trees or other obstruction on or over the Easement Area, and shall not permit the inundation of the Easement Area by water (excluding seasonal irrigation).

10. Grantor covenants and agrees that the Easement granted hereunder shall be an exclusive easement for video, data and/or voice communication system(s) and Grantor shall grant no other such video, data and/or voice communication system(s)

21 NW (4) 9

61-00253

EASEMENT ONLY

INDEX	
DESCRIPTION	
CROSS REF	

001.02.0194

2001006853

201643

EXHIBIT 10

easements across over, under or through the Easement Area; provided, however, that upon the written agreement by a local public utility company to comply with Grantee's rules and regulations regarding crossing of the Easement Area, Grantee shall agree to allow such local public utility company to install facilities in the Easement Area for the sole purpose of providing utility service to the Property and adjoining lands.

11. To the extent the Easement is located within the Pipeline Easement, the Easement shall be subject to the Pipeline Easement and the use of the Easement shall be subject to such rules and regulations as the holder of the Pipeline Easement shall promulgate from time to time for the operation, maintenance and/or safety of the Pipeline Easement.

12. No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement.

13. The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, lessees, licensees, tenants, personal representatives and heirs. Grantee may assign this Easement as a whole and/or may divide the rights contained herein and assign some or all of such rights to one or more persons or entities. Grantor releases and waives all rights, if any, as against Grantee under and by virtue of dower, curtesy and homestead exemption under the laws of the State.

14. This instrument fully sets forth the terms and conditions of the Agreement. There are no oral or other written agreements between Grantor and Grantee that modify, alter or amend this Agreement.

15. Grantor covenants that Grantor has the right to convey the Easement, including the rights and privileges set forth herein; that Grantee shall have the quiet and peaceful possession, use and enjoyment of the aforesaid Easement; and that Grantor shall execute and deliver such further assurances thereof in recordable form as may be required by Grantee.

16. See EXHIBIT "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the day and year first above written, intending to be legally bound hereby.

Signed and Acknowledged
in the Presence of:

Paul Hemmons
Name: Paul Hemmons
Erica L. Mace
Name: Erica L. Mace

SIGNATURE OF CORPORATE GRANTOR:

Municipal Solid Waste Services, Inc., an Ohio
Corporation

By: *Robert G. Konstand*
Name/Title: Robert G. Konstand, President

ATTEST: *John Stathopoulos*
By: *John Stathopoulos*
Name/Title: John Stathopoulos, Secretary

CORPORATE
STATE OF Ohio
COUNTY OF Summit

The foregoing document was acknowledged before me on this, the 12th day of May, 2000, by Robert G. Konstand, the President, and John Stathopoulos, the Secretary of Municipal Solid Waste Services, Inc., formerly known as Waste Control Services, Inc., a(n) Ohio Corporation, on behalf of said corporation.

Erica Lynn Mace
Notary Public
Commission expires 5-24-2003
Residing in Summit County, Ohio
State-Wide Jurisdiction

JANET WEIR CREIGHTON
Stark County Auditor
FEE 25.80
JUN - 8 2001

TRANSFERRED
~~TRANSFER NOT NECESSARY~~
DEPUTY *[Signature]*
IN COMPLIANCE WITH ORC 319:202

RECORDED THIS DATE
FROM CAMPBELL
STARK COUNTY RECORDER
2001 JUN - 8 AM 10:56
FEE 22.00

201643

SIGNATURE OF GRANTEE:

COLUMBIA TRANSMISSION COMMUNICATIONS CORPORATION

By *Robert K. Rockwood*
Name: Robert K. Rockwood
Title: General Manager

[CORPORATE SEAL]

ATTEST: *Caroline Hennich*
Name: Caroline Hennich
Title: Asst. Secty.

STATE OF VIRGINIA, COUNTY OF FAIRFAX:

On this, the 29 day of JUNE, 2000, before me, the undersigned officer, personally appeared Robert K. Rockwood, who acknowledged himself to be the General Manager of COLUMBIA TRANSMISSION COMMUNICATIONS CORPORATION, a corporation, and that he as such General Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such General Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Notarial Seal]

Ronald E. Repbea
Notary Public
My Commission Expires:



This instrument was prepared by Columbia Transmission Communications Corporation.

RETURN RECORDED DOCUMENT TO: Columbia Transmission Communications Corporation, Local Group, 12801 Fair Lakes Parkway, POB 10146, Fairfax, Virginia 22030-0146 Attention: Laura Jean Midway

201643

EXHIBIT "A"

ADDENDUM TO RIGHT OF WAY AND EASEMENT AGREEMENT

This Addendum to Right of Way and Easement Agreement dated May 12, 2000 is attached to and made a part of that certain Right of Way and Easement Agreement dated May 12, 2000 (the "Agreement"), by and between Municipal Solid Waste Services, Inc., formerly known as Waste Control Services, Inc., an Ohio Corporation, herein called "Grantor," and Columbia Transmission Communications Corporation, herein called "Grantee."

Grantee agrees that the Communication System(s) will not be installed above the ground surface or outside the Easement Area. Grantee further agrees not to install any electric transmission lines above the ground surface on Grantor's property, either on or outside the Easement Area.

Notwithstanding anything to the contrary of said Right Of Way and Easement Agreement, Grantee agrees to install the communication system(s) on the Southeast side of the existing pipeline.

All other terms and provisions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Addendum shall have the same meaning as set forth in the Agreement.

IN WITNESS WHEREOF, Grantor has executed this Addendum the day and year first above written intending to be legally bound hereby.

Signed and Acknowledged
in the Presence of:

[Signature]
Name: Tom Lennois

[Signature]
Name: Erica L. Pace

CORPORATE GRANTOR:

Municipal Solid Waste Services, Inc.
An Ohio Corporation

By: [Signature]
Name/Title: Robert G. Konstand, President

ATTEST
By: [Signature]
Name: John Stathopoulos, Secretary

2001038688

001.02.14 / 5/8/10

4

OHIO
RIGHT OF WAY AND EASEMENT AGREEMENT

THIS RIGHT OF WAY AND EASEMENT AGREEMENT (this "Agreement") made this 14th day of May, 2000, between Municipal Solid Waste Services, Inc., formerly known as Waste Control Services, Inc., an Ohio Corporation, having an address at 2500 First National Tower, Akron, Ohio 44308, herein called "Grantor," and COLUMBIA TRANSMISSION COMMUNICATIONS CORPORATION, a Delaware corporation, whose mailing address is 12801 Fair Lakes Parkway, P.O. Box 10146, Fairfax, Virginia 22030-0146, herein called "Grantee."

WITNESSETH

GRANT. For and in consideration of the sum of one and no/100 Dollars (\$1.00), and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, sell and convey unto Grantee, its successors and assigns, lessees, licensees and tenants a perpetual right, privilege, easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement") to:

Consideration 20,400.00

1. locate, survey, construct, maintain, inspect, operate, protect, repair, alter, replace, abandon, remove, change the size of, establish, lay, install, test, substitute, renew, reconstruct and/or restore one or more underground communications system(s), together with necessary underground conduits, cables, wires, cathodic protection, underground splicing boxes, data acquisition facilities and any other appurtenances thereto, at any time or times, and from time to time, anywhere in the Easement Area (as defined below) and in any pipelines and other facilities constructed therein, for the transmission of video, data and/or voice communications (including, without limitation, fiber optic cables);

2. perform necessary pre-construction work, and

3. have ingress to and egress from the Easement Area by means of existing or future access roads and other reasonable routes across the Property (as defined below) and on any adjoining lands owned by Grantor

across, over, under and through Grantor's land located in Sandy City/Township/District, Stark County (the "County"), State of Ohio (the "State") containing 164.42 acres more or less (the "Property")

* ZONE, T17, R7

Grantor's prior instrument reference: Deed dated 6/15, 1994, recorded in the Recorder's Office (the "Office") in the County, in the State, in Deed Book 1662, Page 381, or Official Records Volume , Page , or Instrument Number , Page

Property tax or permanent parcel identification number: 61-02434

The Easement area shall be ~~REV~~

The communications system(s) shall be installed across, over, under and through the Property within the area on the Property in which gas transmission pipeline(s) are constructed and/or which is subject to the gas transmission pipeline(s) easement(s) now, hereinbefore and/or hereinafter existing and granted to Columbia Gas Transmission Corporation, or its predecessor in interest, including, without limitation, the easement dated 7/14, 1958 and recorded in the Office in the County, in the State, in Deed Book 2564, Page 126 or Official Records Volume , Page , or Instrument Number , Page (the "Pipeline Easement").

4. The Easement granted herein shall be located, laid and maintained within the boundaries of the Pipeline Easement referenced above and, after construction and post-construction cleanup, the Easement shall be limited to a strip thirty (30) feet wide within the Pipeline Easement (the "Easement Area"); provided, however, if the Pipeline Easement is hereinafter terminated, this Easement shall survive and continue within said thirty (30) feet wide strip; and provided further Grantee shall have the right to change the location of such installed communication system(s) and the Easement Area as may be necessary or advisable as the result of highway construction or relocation, coal mining activities, ground slips, floods, pipeline relocation or the relocation of the Pipeline Easement.

5. In addition to the Easement Area as defined above, Grantor hereby grants to Grantee a temporary easement twenty (20) feet wide on either side of the Easement Area for the purpose of enabling Grantee to initially install the communication system(s) more efficiently. Grantee shall pay for damage to the Property in the manner set forth in Paragraph 7 below and, if necessary, as set forth in Paragraph 8 below.

6. Grantee shall restore the surface of the Easement Area and temporary construction easement area as nearly as reasonably practicable to its original grade and level after performing any construction or other work that disturbs the surface.

7. Grantee shall pay for actual damages to fences, tile drains, crops, and improvements of Grantor directly resulting from the construction, replacement or removal of the Communication System(s) and appurtenant facilities. Upon completion of the installation of the Communication System(s), Grantee agrees to pay to Grantor the actual cost that the Grantor incurs to reseed the damaged area of the Permanent Easement Area with like seed at a rate consistent with applicable State of Ohio, Cooperative Extension Service, Ohio Agronomy Guide, Bulletin 472 standards, to replace or repair any drain tile damaged by the installation of the Communication System(s) with tile of comparable quality, and to replace or repair any fence damaged by the installation of the Communication System(s) with a fence of comparable quality.

8. If the amount payable for damage under the preceding paragraph cannot be mutually agreed upon, it shall be determined by a panel of three (3) disinterested arbitrators. Grantor and Grantee shall appoint one (1) each, and the two (2) so appointed shall appoint the third. The award shall be by unanimous decision and shall be final and conclusive.

9. Grantor may fully use and enjoy the Property, except for Grantee's rights under this Agreement. However, Grantor shall not change the depth of cover in the Easement Area without the written consent of Grantee and shall not place or permit to be placed any buildings, mobile homes, trees or other obstruction on or over the Easement Area, and shall not permit the inundation of the Easement Area by water (excluding seasonal irrigation).

10. Grantor covenants and agrees that the Easement granted hereunder shall be an exclusive easement for video, data and/or voice communication system(s) and Grantor shall grant no other such video, data and/or voice communication system(s)

20 NE (1) 9

61-02434

EASEMENT ONLY

001.02.0196

INDEX	
DESCRIPTION	77
C. 193. 111	

201644

2001006854

EXHIBIT 11

easements across over, under or through the Easement Area; provided, however, that upon the written agreement by a local public utility company to comply with Grantee's rules and regulations regarding crossing of the Easement Area, Grantee shall agree to allow such local public utility company to install facilities in the Easement Area for the sole purpose of providing utility service to the Property and adjoining lands.

11. To the extent the Easement is located within the Pipeline Easement, the Easement shall be subject to the Pipeline Easement and the use of the Easement shall be subject to such rules and regulations as the holder of the Pipeline Easement shall promulgate from time to time for the operation, maintenance and/or safety of the Pipeline Easement.

12. No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement.

13. The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, lessees, licensees, tenants, personal representatives and heirs. Grantee may assign this Easement as a whole and/or may divide the rights contained herein and assign some or all of such rights to one or more persons or entities. Grantor releases and waives all rights, if any, as against Grantee under and by virtue of dower, curtesy and homestead exemption under the laws of the State.

14. This instrument fully sets forth the terms and conditions of the Agreement. There are no oral or other written agreements between Grantor and Grantee that modify, alter or amend this Agreement.

15. Grantor covenants that Grantor has the right to convey the Easement, including the rights and privileges set forth herein; that Grantee shall have the quiet and peaceful possession, use and enjoyment of the aforesaid Easement; and that Grantor shall execute and deliver such further assurances thereof in recordable form as may be required by Grantee.

16. See EXHIBIT "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the day and year first above written, intending to be legally bound hereby.

Signed and Acknowledged
in the Presence of:

[Signature]
Name: Paul Lennons

[Signature]
Name: Erica L. Mace

SIGNATURE OF CORPORATE GRANTOR:

Municipal Solid Waste Services, Inc., an Ohio Corporation

By: [Signature]
Name/Title: Robert G. Konstand, President

ATTEST:
By: [Signature]
Name/Title: John Stathopoulos, Secretary

CORPORATE

STATE OF Ohio
COUNTY OF Summit

The foregoing document was acknowledged before me on this, the 12th day of May, 2000, by Robert G. Konstand, the President, and John Stathopoulos, the Secretary of Municipal Solid Waste Services, Inc., formerly known as Waste Control Services, Inc., an Ohio Corporation, on behalf of said corporation.

[Signature]
Notary Public
My license expires 5-24-2003
County of Summit
State of Ohio Jurisdiction

JANET WEIR CREIGHTON
Stark County Auditor

FEE 20.40

JUN - 8 2001

TRANSFERRED
TRANSFER NOT NECESSARY
DEPUTY [Signature]
IN COMPLIANCE WITH ORC 319.202

~~2001006854~~

201644

RECORDED THIS DATE
RICK CAMPBELL
STARK COUNTY REC'D-8
2001 JUN - 8 AM 10:56
FEE 20.00

SIGNATURE OF GRANTEE:

COLUMBIA TRANSMISSION COMMUNICATIONS CORPORATION

[CORPORATE SEAL]

ATTEST
Name: Caroline Hennich
Title: Asst. Secty.

By RK Rockwood
Name: Robert K. Rockwood
Title: General Manger

STATE OF VIRGINIA, COUNTY OF FAIRFAX:

On this, the 29 day of JUNE, 2000, before me, the undersigned officer, personally appeared Robert K. Rockwood, who acknowledged himself to be the General Manager of COLUMBIA TRANSMISSION COMMUNICATIONS CORPORATION, a corporation, and that he as such General Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such General Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Notarial Seal]

Ronald E. Repsher
Notary Public
My Commission Expires: 12/31/02



This instrument was prepared by Columbia Transmission Communications Corporation.

RETURN RECORDED DOCUMENT TO: Columbia Transmission Communications Corporation, Local Group, 12801 Fair Lakes Parkway, POB 10146, Fairfax, Virginia 22030-0146 Attention: Legal Services

201644

EXHIBIT "A"

ADDENDUM TO RIGHT OF WAY AND EASEMENT AGREEMENT

This Addendum to Right of Way and Easement Agreement dated May 12, 2000 is attached to and made a part of that certain Right of Way and Easement Agreement dated May 12, 2000 (the "Agreement"), by and between Municipal Solid Waste Services, Inc., formerly known as Waste Control Services, Inc., an Ohio Corporation, herein called "Grantor," and Columbia Transmission Communications Corporation, herein called "Grantee."

Grantee agrees that the Communication System(s) will not be installed above the ground surface or outside the Easement Area. Grantee further agrees not to install any electric transmission lines above the ground surface on Grantor's property, either on or outside the Easement Area.

Notwithstanding anything to the contrary of said Right Of Way and Easement Agreement, Grantee agrees to install the communication system(s) on the Southeast side of the existing pipeline.

All other terms and provisions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Addendum shall have the same meaning as set forth in the Agreement.

IN WITNESS WHEREOF, Grantor has executed this Addendum the day and year first above written intending to be legally bound hereby.

Signed and Acknowledged
in the Presence of:

[Signature]
Name: Tim Lennox

[Signature]
Name: Eric Lynn Mace

CORPORATE GRANTOR:

Municipal Solid Waste Services, Inc.
An Ohio Corporation

By: [Signature]
Name/Title: Robert G. Konstand, President

ATTEST: [Signature]
By: [Signature]
Name: John Stathopoulos, Secretary

428168...\$1.10

MUSKINGUM WATERSHED CONSERVANCY

DISTRICT

TO

SANDY VALLEY TRACTION COMPANY

STATE OF OHIO, TUSCARAWAS COUNTY, (Filed Alta M. Kopp)
(Mar 23, 1940)
(Clerk of Courts)
(Tuscarawas Co. Ohio)

IN THE COURT OF COMMON PLEAS

IN THE MATTER OF

Muskingum Watershed Conservancy

District

No. 21669

ENTRY

G. C. 5828-36a

This day this cause came on to be heard upon the application of Muskingum Watershed Conservancy Dis-

trict for an order confirming its title to and admitting it into possession of the following described property under authority of Section 5828-36a of the General Code, to wit:

A FLOOD EASEMENT upon that portion of the following described real estate lying below 962 feet above sea level; Part NW 1/4, Sec. 20, R7W, T17N, O.R.S., containing 2.25 acres, more or less, in Sandy Township, Stark County, Ohio, and being the same land described in Deed Book 461, Page 150, record of Stark County, Ohio, and entered in the Conservancy Appraisal Record of said District in Book No. 15, Page 78, Index No. 2281, File No. St-240-B, in the name of Sandy Valley Traction Company, as owner, and having an Amount Fixed for Easement as confirmed by the Court of Ten dollars (\$10).

Of the above described tract, 1 acre more or less lies below the spillway elevation of the Bolivar Dam, as shown on Sheet 5, Exhibit B.

Said easement being the right to back water over said tract by the erection and operation of the Bolivar Dam and Reservoir as provided in the Official Plan of said District, up to elevation 962 feet above sea level, which is the spillway elevation of said dam and reservoir, together with the right of the District to require the removal of all existing buildings located on said real estate used for dwelling purposes and having a first floor elevation five feet or more below said spillway elevation, and the right to require the removal of all existing buildings located on said real estate used for other than dwelling purposes and having a first floor elevation ten feet or more below said spillway elevation, and with the express understanding that no new buildings shall be built below said spillway elevation except by permission of the District, and also the right to enter that part of the property that lies below said spillway elevation for the purpose of removing or destroying drift.

The Court find that on the 19th day of October, 1937, the Clerk of Courts of this County certified to the secretary of Muskingum Watershed Conservancy District a copy of the decree of the Conservancy Court herein of November 21, 1936, confirming the Appraisal Record of said District, and also a copy of the appraisals as confirmed by said Court as to which no appeals are pending under Section 34 of the Conservancy Act; that no appeal is pending with respect to the appraisal above set forth; that on the 21st day of March, 1940, the Board of Directors of said District paid into court the sum of Ten dollars (\$10.00), the total amount of the appraisal above set forth; and that said District is entitled to a confirmation of its title to said property and an order admitting it into possession thereof.

It is therefore ordered, adjudged and decreed that the title of Muskingum Watershed Conservancy District in and to the above described property be and the same is hereby confirmed and that it be admitted into immediate possession thereof.

It is further ordered that the Clerk shall have so much of this order recorded in the office of the Recorder of the County where the real estate is located as will show the transfer of title.

Approved:

Fisher, Limbach, Smith & Renner
Chief Counsel for Muskingum Watershed
Conservancy District

Robert B. Futham

E.E. Lindsay

Frank F. Cope

Judge - Muskingum Watershed Conservancy
District Court Committee

454 sub - 7/12/40 - In. Com. - 71 D. 12

Vol. 1241 Pg 521

EXHIBIT 12

CERTIFICATE OF COPY

THE STATE OF OHIO
TUSCARAWAS COUNTY, SS

COURT OF COMMON PLEAS

I, ALTA M. KOPF, Clerk of the Court of Common Pleas within and for said County and State, in whose custody the Files, Journals and Records of said Court are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing is a true and correct copy of the original Entry with endorsements thereon now on file in said Clerk's Office in said cause.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at New Philadelphia, Ohio, this 25th day of March, A . D. 1940.

Alta M. Kopf...Clerk
Eulisia Maus...Deputy Clerk

[seal]

Received for Record..Apr 4, 1940

at 2:05 P.M.

Recorded.....April 17, 1940

AES NF

FRANK J. SEISLER....RECORDER

428169....\$1.10

MUSKINGUM WATERSHED CONSERVANCY

DISTRICT

TO

H. G. & J. L. RYDER

STATE OF OHIO, TUSCARAWAS COUNTY, (Filed Alta M. Kopf)
IN THE COURT OF COMMON PLEAS (Mar 23, 1940)
(Clerk of Courts)
(Tuscarawas Co. Ohio)

IN THE MATTER OF

No. 21669

MUSKINGUM WATERSHED CONSERVANCY

ENTRY

DISTRICT

O. C. 682B-36a

This day this cause came on to be heard upon the application of Muskingum Watershed Conservancy District for an order confirming its title to and admitting it into

possession of the following described property under authority of Section 682B-36a of the General Code, to wit:

A FLOOD EASEMENT Upon that portion of the following described real estate lying below 962 feet above sea level; Lots 364-368 Incl., Waynesburg Grove #2 Allotment, in Sandy Township, Stark County, Ohio, and being the same lots 364- 368 Incl., described in Deed Book 99B, page 431, record of Stark County, Ohio, and entered in the Conservancy Appraisal Record of said District in Book No. 15, Page 70, Index No. 2044, File No. St-729-B, in the name of H. G. & J. L. Ryder, as owners, and having an Amount fixed for assessment as confirmed by the Court of Eleven dollars (\$11).

Said easement being the right to back water over said tract by the erection and operation of the Bolivar Dam and Reservoir as provided in the Official Plan of said District, up to elevation 962 feet above sea level, which is the spillway elevation of said dam and reservoir, together with the right of the District to require the removal of all existing buildings located on said real estate used for dwelling purposes and having a first floor elevation five feet or more below said spillway elevation, and the right to require the removal of all existing buildings located on said real estate used for other than dwelling purposes and having a first floor elevation ten feet or more below said spillway elevation, and with the express understanding that no new buildings shall be built below said spillway

102 124 - 8 2044 c.l. - waynesburg Bk. 99B page 309.

the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, said Muskingum Watershed Conservancy District, by Newton Mansfield, its President, and Bryce C. Browning, its Secretary, each duly authorized so to do, has hereunto set its hand and corporate seal this 21st day of April, in the year of our Lord one thousand nine hundred and forty-one.

Signed and acknowledged in presence of:
Robert H. Farber
Anabel Stevenson
Muskingum Watershed Conservancy District, (Corporate Seal)
By Newton Mansfield, its President
By Bryce C. Browning, its Secretary
Bryce C. Browning

State of Ohio, County of Tuscarawas, ss: Before me, a notary public in and for said county and state, personally appeared the above named Muskingum Watershed Conservancy District, by Newton Mansfield, its President and Bryce C. Browning, its Secretary, who acknowledged that they did sign the foregoing instrument on behalf of said Corporation and by authority of the Board of Directors of said Corporation, 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 this 21st day of April A. D. 1941.

Robert H. Farber, Notary Public
Robert H. Farber (Seal)
My commission expires January 22, 1944.

Received for record... July 12, 1941.

At... 10:00 AM

Recorded... Aug. 16, 1941.

BY HSK

Frank J. Shisler... Recorder.

Vol. 5 Pg 109

454006 \$1.00... ASSIGNMENT OF FLOOD EASEMENT St-240-B
MUSKINGUM WATERSHED CONSERVANCY DISTRICT
KNOW ALL MEN BY THESE PRESENTS, that Muskingum Watershed Conservancy District, a body corporate and political subdivision of the State of Ohio, having its office at New Philadelphia, Ohio, in consideration of Ten Dollars (\$10.00) to be paid by the United States of America, the receipt whereof is hereby acknowledged, does hereby assign to the United States of America, its successors and assigns forever, that certain perpetual easement and right to flood, as may be necessary from time to time, in the operation of the Bolivar Dam, as set forth in the Official Plan of the District, acquired by the District from Sandy Valley Traction Co. on March 23, 1940, recorded in Volume 1241 page 521 of Stark County records, the following described land situated in the County of Stark and State of Ohio:

A FLOOD EASEMENT upon that portion of the following described real estate lying below 962 feet above sea level: Part NW 1/4, Sec. 20, R7W, T17N, O. R. S., containing 2.25 acres, more or less, in Sandy Township, Stark County, Ohio, and being the same land described in Dead Book 461, Page 160, record of Stark County, Ohio, and entered in the Conservancy Appraisal Record of said District in Book No. 15, Page 78, Index No. 2281, File No. St-240-B, in the name of Sandy Valley Traction Company, as owner, and having an Amount Fixed for Easement as confirmed by the Court of Ten Dollars (\$10).

Of the above described tract, 1 acre more or less lies below the spillway elevation of the Bolivar Dam, as shown on Sheet 5, Exhibit B.

EXHIBIT 12A

Said Easement being the right to back water over said tract by the erection and operation of the Boller Dam and Reservoir as provided in the Official Plan of said District, up to elevation 962 feet above sea level, which is the spillway elevation of said dam and reservoir, together with the right of the District to require the removal of all existing buildings located on said real estate used for dwelling purposes and having a first floor elevation five feet or more below said spillway elevation, and the right to require the removal of all existing buildings located on said real estate used for other than dwelling purposes and having a first floor elevation ten feet or more below said spillway elevation, and with the express understanding that no new buildings shall be built below said spillway elevation except by permission of the District, and also the right to enter that part of the property that lies below said spillway elevation for the purpose of removing or destroying drift.

Subject to all legal highways and streets.

TO HAVE AND TO HOLD said flood easement unto the United States of America, its successors and assigns forever.

And the District covenants that it is in the quiet and peaceful possession of said flood easement and that it will defend the title to the same to the United States and its assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, said Muskingum Watershed Conservancy District, by Newton Mansfield, its President, and Bryce G. Browning, its Secretary, each duly authorized so to do, has hereunto set its hand and corporate seal this 21st day of April, in the year of our Lord one thousand nine hundred and forty-one.

Signed and acknowledged in presence of:
Robert H. Farber
Anabel Stevenson.

Muskingum Watershed Conservancy District
(Corporate Seal)
By Newton Mansfield, its President
Newton Mansfield
By Bryce G. Browning, its Secretary
Bryce G. Browning

State of Ohio, County of Tuscarawas, ss: Before me, a notary public in and for said county and state, personally appeared the above named Muskingum Watershed Conservancy District, by Newton Mansfield, its President and Bryce G. Browning, its Secretary, who acknowledged that they did sign the foregoing instrument on behalf of said Corporation and by authority of the Board of Directors of said Corporation, 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 this 21st day of April A. D. 1941.

Robert H. Farber, Notary Public
Robert H. Farber (Seal)
My commission expires January 22, 1942.

Received for record..... July 12, 1941

At 10:16:00 AM

Recorded..... Aug. 16, 1941.

SH 1

Frank J. Shisler.....Recorder.

426929 - \$1.10
Muskingum Watershed
Conservancy District
To
Newton Bowman and
Bertha Bowman

In the Matter of MUSKINGUM WATERSHED CONSER-
VANCY DISTRICT No. 21869/D.C. 6828-36a

This day this cause came on to be heard upon the application of Muskingum Watershed Conservancy District for an order confirming its title to and admitting it into possession of the following described property under authority of Section 6828-36a of the General Code, to wit:

A FLOOD EASEMENT upon that portion of the following described real estate lying below 962 feet above sea level: S½ N.E.¼, Sec. 20, R7W, T17N, O.R.S., containing 80.0 acres, more or less, in Sandy Township, Stark County, Ohio, and being the same land described in Deed Book 538, Page 592, record of Stark County, Ohio, and entered in the Conservancy Appraisal Record of said District in Book No. 15, Page 87, Index No. 1654, File No. St-239-B, in the name of Newton and Bertha Bowman, as owners and having an Amount Fixed for Easement as confirmed by the Court of Ten Dollars (\$10).

Of the above described tract, 10.0 acres, more or less, lie below the spillway elevation of the Bolivar Dam, as shown on Sheet 5, Exhibit B.

Said easement being the right to back water over said tract by the erection and operation of the Bolivar Dam, and reservoir as provided in the Official Plan of said District, up to elevation 962 feet above sea level, which is the spillway elevation of said dam and reservoir, together with the right of the District to require the removal of all existing buildings located on said real estate used for dwelling purposes and having a first floor elevation five feet or more below said spillway elevation, and the right to require the removal of all existing buildings located on said real estate used for other than dwelling purposes and having a first floor elevation ten feet or more below said spillway elevation, and with the express understanding that no new buildings shall be built below said spillway elevation except by permission of the District, and also the right to enter that part of the property that lies below said spillway elevation for the purpose of removing or destroying drift.

The Court find that on the 19th day of October, 1937, the Clerk of Courts of this County certified to the Secretary of Muskingum Watershed Conservancy District a copy of the decree of the Conservancy Court herein of November 21, 1936, confirming the Appraisal Record of said District, and also a copy of the appraisals as confirmed by said Court as to which no appeals are pending under Section 54 of the Conservancy Act; that no appeal is pending with respect to the appraisal above set forth; that on the 28th day of February, 1940, the Board of Directors of said District paid into court the sum of Ten Dollars (\$10.00), the total amount of the appraisal above set forth; and that said District is entitled to a confirmation of its title to said property and an order admitting it into possession thereof.

It is therefore ordered, adjudged and decreed that the title of Muskingum Watershed Conservancy District in and to the above described property be and the same is hereby confirmed and that it be admitted into immediate possession thereof.

It is further ordered that the Clerk shall have so much of this order recorded in the office of the Recorder of the County where the real estate is located as will show the transfer of title.

453867 - 7-12-41 See Georgia Vol. 58 Page 47

Vol. 1241 Pg 416

13

EXHIBIT

Approved:
Fisher, Limbach, Smith & Renner
Chief Counsel for Muskingum
Watershed Conservancy District

Robert B. Putnam
E. E. Lindsey
Frank F. Gope
Judges - Muskingum Watershed Con-
servancy District Court Committee

CERTIFICATE OF COPY

THE STATE OF OHIO
TUSCARAWAS COUNTY

COURT OF COMMON PLEAS

I, ALTA M. KOPP, Clerk of the Court of Common Pleas within and for said County and State, in whose custody the Files, Journals and Records of said Court are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing is a true and correct copy of the original Entry with endorsements thereon now on file in said Clerk's office in said cause.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at New Philadelphia, Ohio, this 29 day of February A.D. 1940.

Filed Alta M. Kopp

Alta M. Kopp, Clerk

Feb. 29, 1940

Eulalia Maus, Deputy Clerk

Clerk of Courts

(SEAL)

Tuscarawas Co. Ohio

Received for Record Mar. 11, 1940

At 10:00 A.M.

Recorded Mar. 16, 1940

MN:mf

Frank J. Shasler--Recorder

STATE OF OHIO, TUSCARAWAS COUNTY, IN THE COURT OF COMMON PLEAS
426930 - \$1.10
Muskingum Watershed
Conservancy District
To
F. A. Briggie

In the Matter of MUSKINGUM WATERSHED CONSERVANCY
DISTRICT NO. 21689 ENTRY G.C. 6828-36a

This day this cause came on to be heard upon
the application of Muskingum Watershed Conservancy
District for an order confirming its title to and
admitting it into possession of the following des-
cribed property under authority of Section 6828-36a of the General Code, to wit;

A FLOOD EASEMENT upon that portion of the following described real estate lying below 962 feet above sea level; E Part Lot 201, Wagonburg Grove Allotment #2, in Sandy Town-
ship, Stark County, Ohio, and being the same part Lot 201 described in Deed Book 1086,
Page 461, record of Stark County, Ohio, and entered in the Conservancy Appraisal Record
of said District in Book No. 15, Page 57, Index No. 1663, File No. SA-755-R, in the name
of F. A. Briggie, as owner, and having an Amount Fixed for Easement as confirmed by the
Court of Thirty-nine Dollars (\$39);

Said easement being the right to back water over said tract by the erection and
operation of the Bolivar Dam and reservoir as provided in the Official Plan of said Dis-
trict, up to elevation 962 feet above sea level, which is the spillway elevation of said
dam and reservoir, together with the right of the District to require the removal of all
existing buildings located on said real estate used for dwelling purposes and having a

4253765 - 7-14-41 See through Vol. 58 Page 45

the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, said Muskingum Watershed Conservancy District, by Newton Mansfield its President, and Bryce C. Browning, its Secretary, each duly authorized so to do, has hereunto set its hand and corporate seal this 10th day of April, in the year of our Lord one thousand nine hundred and forty-one.

Signed and acknowledged in presence of:

Robert H. Farber
Anabel Stevensch

Muskingum Watershed Conservancy District
(Corporate Seal)
By Newton Mansfield, its President
Newton Mansfield
By Bryce C. Browning, its Secretary
Bryce C. Browning

State of Ohio, County of Tuscarawas, ss. Before me, a notary public in and for said county and State, personally appeared the above named Muskingum Watershed Conservancy District, by Newton Mansfield its President and Bryce C. Browning, its Secretary, who acknowledged that they did sign the foregoing instrument on behalf of said Corporation and by authority of the Board of Directors of said Corporation, and that the same is the free act and deed of said Corporation, and they 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 this 10th day of April A. D. 1941.

Robert H. Farber, Notary Public
Robert H. Farber (Seal)
My commission expires January 22, 1944.

Received for record.....July 12, 1941.

At.....10:00 AM

Recorded.....Aug. 16, 1941.

SH 106

Frank J. Shisler.....Recorder.

Vol. 5. Pg. 47

453967 \$1.00

MUSKINGUM WATERSHED CONSERVANCY DISTRICT

TO

UNITED STATES OF AMERICA

ASSIGNMENT OF FLOWAGE EASEMENT St-239-B

KNOW ALL MEN BY THESE PRESENTS, That Muskingum Watershed Conservancy District, a body corporate and political subdivision of the State of Ohio, having its office at New-Philadelphia, Ohio, in consideration of Ten and no/100 Dollars (\$10.00) to be paid by the United States of America

the receipt whereof is hereby acknowledged, does hereby assign to the United States of America, its successors and assigns forever, that certain perpetual easement and right to flood, as may be necessary from time to time, in the operation of the Bolivar Dam, as set forth in the Official Plat of the District, acquired by the District from Newton and Bertha Bowman on February 29, 1940; recorded in Volume 1241 page 416 of Stark County records, the following described land situated in the County of Stark and State of Ohio:

A FLOOD EASEMENT upon that portion of the following described real estate lying below 962 feet above sea level: S $\frac{1}{2}$, NW $\frac{1}{4}$, Sec. 20, R7W, T17N, O.R.S., containing 480.0 acres, more or less, in Sandy Township, Stark County, Ohio, and being the same land described in Deed Book 533, Page 592, record of Stark County, Ohio, and entered in the Conservancy Appraisal Record of said District in Book No. 15, Page 57, Index No. 1654, File No. St-239-B, in the name of Newton and Bertha Bowman, as owners, and having an Amount Fixed for Easement as confirmed by the Court of Ten Dollars (\$10).

Of the above described tract, 10.0 acres, more or less, lie below the spillway elevation of the Bolivar Dam, as shown on Sheet 5, Exhibit B.

EXHIBIT 13A

Said easement being the right to back water over said tract by the erection and operation of the Bolivar Dam, and reservoir as provided in the Official Plan of said District, up to elevation 962 feet above sea level, which is the spillway elevation of said dam and reservoir, together with the right of the District to require the removal of all existing buildings located on said real estate used for dwelling purposes and having a first floor elevation five feet or more below said spillway elevation, and the right to require the removal of all existing buildings located on said real estate used for other than dwelling purposes and having a first floor elevation ten feet or more below said spillway elevation, and with the express understanding that no new buildings shall be built below said spillway elevation except by permission of the District, and also the right to enter that part of the property that lies below said spillway elevation for the purpose of removing or destroying drift.

Subject to all legal highways and streets.

TO HAVE AND TO HOLD said flood easement unto the United States of America, its successors and assigns forever.

And the District covenants, that it is in the quiet and peaceful possession of said flood easement and that it will defend the title to the same to the United States and its assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, said Muskingum Watershed Conservancy District, by Newton Mansfield, its President, and Bryce C. Browning, its Secretary, each duly authorized so to do, has hereunto set its hand and corporate seal this 11th day of April, in the year of our Lord one thousand nine hundred and forty-one.

Signed and acknowledged in presence of:
Muskingum Watershed Conservancy District
(Corporate Seal)
By Newton Mansfield, its President
Newton Mansfield
By Bryce C. Browning, its Secretary
Bryce C. Browning

State of Ohio, County of Tuscarawas, ss. Before me, a notary public in and for said county and state, personally appeared the above named Muskingum Watershed Conservancy District, by Newton Mansfield, its President, and Bryce C. Browning, its Secretary, who acknowledged that they did sign the foregoing instrument on behalf of said Corporation and by authority of the Board of Directors of said Corporation, 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 this 11th day of April, A. D. 1941;

Robert H. Farber, Notary Public
Robert H. Farber (Seal)

My commission expires January 22, 1944.

Received for record.....July 12, 1941.

At.....10:00 AM

Recorded.....Aug. 15, 1941.

SH 38

Frank J. Shisler.....Recorder.

388055
Name and Address
 Mr. E. Newton Bowman
 H. D. Magnolia, O.
 Ede. No. 2
 Map No. 819
 Deg. No. A. 1358
 Reg. No. CO-29007
 R. 2124

This Indenture, made this 12th day of APRIL 1927

by and between E. Newton Bowman and Mrs. Bertha Bowman

his wife, (or married) of the County of STARK, in the State of Ohio, part 12th of the first part, and THE OHIO POWER COMPANY, a corporation organized and existing under the laws of the State of Ohio, party of the second part.

Witnesseth: That for One Dollar (\$1.00) in hand paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, and the contemplated plan of furnishing service in the vicinity, said part 12th of the first part hereby grant, bargain, sell, convey, and warrant, to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain, a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across and also along any highway as now or hereafter laid out or widened, abutting the following described lands situated in Sandy Township, in the County of Stark, in the State of OHIO, and part of Section No. 20 Township No. 13-N, and Range No. 7-W and bounded.

On the North by lands of E. N. Bowman, Wm. Kloppman
 On the East by lands of W. A. E. Deist, Board of Education
 On the South by lands of James & Mary Fox
 On the West by lands of Wm. Kloppman

It is agreed that this line may be extended across said land and to serve additional customers

TOGETHER with the right to sell parts of the second part, its successors and assigns, to place, erect, maintain, support, add to the number of, and remove of, will, poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across through or over the above described premises, to cut and, at its option, remove from said premises or the premises of the parties of the first part adjoining the same or either side any trees, shrubbery, bushes or other obstructions which may impede or interfere with the use of said poles or fixtures or wires strung thereon or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part at any and all times, for the purpose of protecting the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements created upon, over, or on said land, together with the right to occupy, possess, use and enjoy the same, and to do anything necessary or useful or convenient for the enjoyment of the easement herein granted. Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay Grantee all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said line. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantor at 21 South First Street, Newark, Ohio, or mailed to P. O. Box 514, Newark, Ohio, within thirty days after such damages occur. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut shall be paid for by Grantee, using Scribner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements, express or implied, between the parties hereto.

To Have and to Hold the same unto said party of the second part, its successors and assigns.

In Witness Whereof, the parties of the first part hereunto set their hand and official seal this 12th day and year first above written.

E. Newton Bowman

Mrs. Bertha Bowman

Signed and Acknowledged in the presence of:

H. H. Wallister

H. K. Johns

THE STATE OF OHIO,

County

Before me,

in and for said County, personally appeared the above named

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 12th day of

A. D. 1927

My commission expires

Notary Public.

THE STATE OF OHIO,

County

Before me,

in and for said County, personally appeared the above named

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 12th day of

A. D. 1927

My commission expires

Notary Public.

THE STATE OF OHIO,

County

Before me,

in and for said County, personally appeared the above named

E. Newton Bowman and Mrs. Bertha Bowman

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 12th day of MAY

A. D. 1927

My commission expires

Notary Public.

Received for Record

MAY 23 10 15 A. M. 1927

Recorded in Deed Records

2119-13 H. K. Johns

Volume 112 Page 54

Frank J. Grissler Recorder of Stark County State of OHIO

Am. S. 1.28

ASB:MP

Vol. 1195 Pg 56

EXHIBIT 14

#209544 #82-09462-5/21/92 RECORD 26 pag 323 off of non compliance

This Agreement of Lease, Made the 23 day of January A. D. 1924

WITNESSETH, That E. N. Bowman and Bertha E. Bowman, his wife, Lessor.

In consideration of One Dollar... The Natural Gas Company of West Virginia... which tract of land is situate in the Township of Sandy County of Stark and State of Ohio...

shall be drilled within 300 feet of the permanent buildings... shall be drilled within 300 feet of the permanent buildings, unless both parties consent thereto...

Nothing herein contained shall prevent the Lessee from shutting down, or from abandoning any well, or from pulling and removing the tubing, casing and other property out of and from any well or wells at any time.

The Lessee agrees to bury all permanent pipe lines below plow depth, through tillable land

PROVIDED, however, that this lease and agreement shall become null and void and all rights hereunder shall cease and determine unless a well shall be commenced on said premises within six months (6) from the date hereof...

PROVIDED, further, that in case the first well drilled on said premises shall be non-productive, then this lease and agreement shall become null and void and all rights hereunder shall cease and determine unless a second well shall be commenced on said premises within three months after completion of said non-productive well...

Said payments may be made direct to Lessor, or by Bank Check to the order of E. N. Bowman

sent to his P. O. address, Waynesburg, O., R.D. #8

Witness the hands and seals of the parties. Sealed and delivered in the Presence of E. N. Bowman, Bertha E. Bowman, John H. Montgomery, Joseph A. Ready

ACKNOWLEDGMENT—PENNSYLVANIA

STATE OF PENNSYLVANIA, COUNTY OF... BE IT REMEMBERED, That on this day of A. D. 1924 before me, a Notary Public in and for said County, personally appeared the above named...

ACKNOWLEDGMENT—WEST VIRGINIA

STATE OF WEST VIRGINIA, COUNTY, to-wit: I, Notary Public, do certify that the within writing bearing date on this day of A. D. 1924...

ACKNOWLEDGMENT—OHIO

STATE OF OHIO, COUNTY OF Stark On this 20th day of February A. D. 1924 before me, Notary Public in and for said County, personally appeared the above named E. N. Bowman and Bertha E. Bowman...

Received for Record 10.00'clock A. M. Jan. 16, A. D. 1925. Recorded Feb. 20, 1925 Recorder's Fee, \$ 1.50

Jeanette Smith Recorder, Stark County, Ohio.

EXHIBIT 15

AFFIDAVIT OF NON-COMPLIANCE
WITH TERMS OF OIL AND GAS LEASES

RECEIVED FOR RECORD
MAY 24 1982
at 10:53 o'clock A.M.
RECORDED MAY 25 1982
In Stark County Records
Vol. 31 Page 323
ENGINE & INSTRUMENT
RECORDS Fee \$6.50
6.50

STATE OF OHIO
COUNTY OF STARK

ss:

Dorothy Gill the Affiant herein,
being first duly sworn, deposes and says that she is the
owner, in whole or in part, of the premises described in
Volumes 2673, P 529, of the County Recorder's records; and

That all instruments referred to herein are incorp-
orated herein by reference thereto as though same were fully
and completely re-written herein; and

That any and all uncanceled Oil and Gas Leases
covering said premises, in whole or in part, were granted
for a definite term which has expired and also provided that
either rental payments be made thereon or that royalty pay-
ments be made thereon; and

That no such payments have been received for a long
period of time, if at all, and would now be refused if
tendered; and

That no drilling or development of any nature or
kind has ever been obtained, or production therefrom has long
since ceased on the above-described leases listed herein:

Oil and Gas Lease from E. N. Bowman and
Bertha Bowman to The Natural Gas Co.
of West Virginia dated January 23, 1924,
and recorded in Volume 31, Page 80.

Oil and Gas Lease from E. Newton Bowman
and Bertha P. Bowman to The Ohio Fuel Gas
Co. dated October 8, 1942, and recorded
in Volume 73, Page 321.

Oil and Gas Lease from Harold Gill and
Dorothy Gill to M & L Gas Co. dated
October 1, 1979, and recorded in Volume 171,
Page 360.

Affiant states that the current Oil and Gas Lease
recorded in Volume 213, Page 393, to L&M Associates, Inc.
is in full force and effect; that all delay rental payments
have been made as agreed, and that said current lease is
excluded from this affidavit. Further, Affiant sayth naught.

DOROTHY E. ROBERTS
Notary Public, State of Ohio
My Commission Expires June 4, 1983

Dorothy E. Gill
Dorothy Gill

Sworn to before me and subscribed in my presence this 15th
day of May 1982

James A. Logan
Notary Public

Prepared by L&M Associates, Inc., P.O. Box 89, Reno, OH 45773

EXHIBIT 157A

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. Lessee shall also 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.

Signed and acknowledged in the Presence of:

M. C. Day

William P. Sickafoose

W. W. Farber

Sarah Sickafoose

THE STATE OF OHIO
COUNTY OF STARK,) SS.

Personally appeared before me, a Notary Public in and for said County, William P. Sickafoose and Sarah Sickafoose, 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 9 day of October, A. D. 1942.

Wilbur W. Farber

Wilbur W. Farber, Notary Public (Seal)

Carroll, Stark, & -- Counties, Ohio

My commission expires Mar. 27, 1945

Received for Record.....Nov. 12, 1942

at.....9:43 A. M.

Recorded.....Dec. 31, 1942

Recorder....Frank J. Shisler

65/8H

Vol. 73 Pg 321

*FF 52-61462-572482 dec 26 1942 page 323 affidavit of Mr. Longman
130325-10-18-52 dec 26 1942 Vol. 9-Pg. 212
186234 -4-12-50 Volume 1888 Page 32 Indenture*

#16249 -- \$1.80 ✓

OIL AND GAS LEASE 136119

E. Newton Bowman

THIS LEASE, Made and entered into this 9th day

Bertha F. Bowman

of October, A. D. 1942, by and between E. Newton

TO

Bowman and Bertha F. Bowman (husband and wife)

THE OHIO FUEL GAS COMPANY

hereinafter called the Lessor and THE OHIO FUEL GA

COMPANY, an Ohio corporation, called the Lessee.

WITNESSETH: That 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 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 twenty 10 years from Jan. 5th, 1943 and so much longer thereafter as oil, gas, or their constituents are produced in paying quantities, thereon, all of that certain tract of land situate in Section No. 20, Township of Sandy County of Stark, and State of Ohio, bounded substantially as follows:

EXHIBIT 16

45324 - 6/6/44 New Design Vol. 6 Pg. 169

On the North by the lands of Riley Bowman and Eliz. & Wm. Kloppman

On the East by the lands of Eliz. and Wm. Kloppman

On the South by the lands of Jas. Fox

On the West by the lands of W. E. Diest

containing Eighty (80) acres, more or less, being all the land owned by Lessor in said Township. 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 is 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 annual rental of Two Hundred Dollars (\$200.00/100) 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 quantity on said premises by Jan. 5th 1943 or pay to Lessor Twenty Dollars (\$20.00) each three months thereafter until such well is drilled or this lease surrendered. If a gas well be completed before the end of the term for which rental has been paid for delay, the unearned portion of said rental shall be a credit on the gas well rental. When the last well producing under this lease is abandoned, then Lessee, if it elects to hold this lease, 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.

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

Lessor may lay a line to any gas well on said lands and take gas produced from said well for use for light and heat in one dwelling house on said land, at Lessor's own risk, subject to the use and the right of abandonment of the well by Lessee. The first two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet taken each year shall be paid for at the rate provided in the current established schedule of rates filed with the Public Utilities Commission of Ohio applicable in the immediate vicinity of the point at which gas is to be delivered to Lessor. If no established schedule of rates is applicable in that vicinity, then the rate prevailing in the nearest municipality served by The Ohio Fuel Gas Company shall apply. Lessor agrees to pay for all gas so delivered within ten (10) days after the bill for the monthly reading period has been issued, and any such payment that becomes delinquent may be deducted from subsequent payments due Lessor under this lease. Measurement and regulation shall be by meter and regulators set at the tap on the well 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.

Acresage rentals, or royalties on any well, or wells paid and to be paid, as herein provided, are and will be accepted by Lessor as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well or wells to offset producing wells on adjoining or adjacent premises. Should it be determined that Lessor owns only a

fraction of the fee-simple 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 moneys due on this lease may be made, by cash or check, to E. Newton Bowman or Bertha P. Bowman by deposit to -- credit in The -- Bank of -- Ohio; or by check made payable to -- order and mailed direct to -- at Waynesburg, Ohio. R. F. D. #2.

Lessor agrees that Lessee is to have the privilege of using sufficient oil, gas, or water, for operating the premises and the right at any time during the term of this lease or within a reasonable time after its surrender or expiration to remove any machinery or fixtures placed on said premises and further, upon the payment to the Lessor of one dollar and all amounts due hereunder, Lessee shall have the right to surrender this lease or any portion thereof, by quit-claiming to Lessor the whole or any part of the leasehold it elects to surrender, or by returning to Lessor the lease with the endorsement of surrender thereon, or by filing for record in the county where the lease is recorded, the quit-claim or the endorsement of surrender, either of which shall be a valid and complete surrender of this lease as to all of the said premises or such portion thereof as the surrender shall indicate and a cancellation of all liabilities under same of each and all parties hereto to the extent indicated in the quit-claim or surrender, and the acreage rental 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 Lessee has been furnished with a written transfer or assignment or a certified copy thereof.

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. 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. Lessee shall also 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.

Signed and acknowledged in the presence of:

M. O. Day

E. Newton Bowman

W. W. Farber

Bertha P. Bowman

THE STATE OF OHIO

COUNTY OF STARK,) SS: Personally appeared before me, a Notary Public in and for said County, E. Newton Bowman and Bertha P. Bowman, 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 9 day of October, A. D. 1942.

Wilbur W. Farber

Wilbur W. Farber, Notary Public
Carroll, Stark, & -- Counties, Ohio

My commission expires Mar. 27, 1945

Received for record... Nov. 12, 1942

at... 9:43 A. M.

Recorded... Dec. 31, 1942

Recorder... Frank J. Shialer

containing 44 acres more or less.

TRACT #2: Situated in the Township of Osnaburg, County of Stark and State of Ohio and being the southwest quarter of section 35 and described as follows: Beginning at a stake in the northeast corner of said quarter section; thence west with the north line of said quarter section 16 feet; thence south parallel with the east line of said quarter section, about 531 feet to the middle of the Mapleton-Malvern Road; thence east parallel with the north line of said quarter section 16 feet to the east line of said quarter section; thence north with the east line of said quarter section about 531 feet to the place of beginning.

In Witness Whereof, we hereunto set our hands to this assignment this 2nd day of June, 1944.

In The Presence of
Charles Bellamy
Charles W. Sickafoose

Everett S. Cable
Wilma I. Cable

Before me, a Notary Public in and for Stark County, the above named Everett S. Cable and Wilma I. Cable, husband and wife, who acknowledge that they did sign the foregoing assignment 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 2nd day of June, 1944.

Charles W. Sickafoose seal
Charles W. Sickafoose Notary Public

Received for record...June 3, 1944

at...10:02 AM

Recorded...July 26, 1944

GG/c.s.

Recorder..Frank J. Shisler

#45334....\$2.40

Assignment No. 360-U-300.

NATURAL GAS COMPANY OF WEST VIRGINIA

THIS INDENTURE

AND

UNION GASOLINE & OIL CORPORATION.

Made this 29th day of February 1944 by and between NATURAL GAS COMPANY OF WEST VIRGINIA

A CORPORATION duly organized and existing under

the laws of the State of West Virginia (hereinafter called the Grantor), of the first part, and UNION GASOLINE & OIL CORPORATION, a corporation duly organized and existing under the laws of the State of Pennsylvania (hereinafter called the Grantee), of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) paid by the Grantee to the Grantor at the time of the execution of this Indenture, receipt of which is hereby acknowledged, and of other good and valuable considerations, the Grantor has granted, bargained, sold, conveyed, transferred, assigned and set over, and by these presents does grant, bargain, sell, convey, transfer, assign and set over unto the Grantee, its successors and assigns, all the right, title and interest of the Grantor in and to the following described property:

ALL of the leasehold estates, rights, privileges and licenses relating to oil vested in the Grantor at the date hereof by sundry leases, licenses and agreements generally of the character commonly known and referred to as oil and gas leases but of whatsoever nature

EXHIBIT 169

(except conveyances in fee), insofar as such leases, licenses and agreements authorize or entitle the Grantor to mine, take, produce, remove, market and utilize oil from or under any lands described in said leases, as listed in the following schedule, situate in Stark County, State of Ohio, which enumerates the names of the Lessors or Grantors, the number of acres of land leased or granted, the township in which said land is located, and the book and page in which recorded.

Assignment, No. 360-U-300.

NATURAL GAS COMPANY OF WEST VIRGINIA
STARK COUNTY, OHIO
UNOPERATED

Lease No.	Date	Lessor	Acres	Township	Term Expires	Recorded Book	Recorded Page
7277	9-29-42	Lois M. Snyder	74	Pike	10 yrs. 1-19-53	74	22
7304	8-13-43	A. F. Deibel	84	Pike	10 yrs. 2-13-44	75	307
7305	8-13-43	A. F. Deibel	100	Pike	5 yrs. 8-13-48	75	313
7306	9-28-26	George Neuman	92	Pike	20 yrs. 9-28-46	34	105
7307	9-28-26	W. L. Eandshub	100	Pike	20 yrs. 9-28-46	34	98
7308	9-28-26	E. K. Iautzenheiser	100	Pike	20 yrs. 9-28-46	34	94
7309	11-5-29	Charles Kienzie	127	Pike	20 yrs. 11-5-49	42	356
7310	11-5-29	John C. Lab	125	Pike	20 yrs. 11-5-49	42	354
7311	7-15-32	Harry Feden	150	Pike	20 yrs. 7-15-52	48	304
7312	11-5-42	R. G. Slutz	78	Pike	25 yrs. 12-28-47	73	421
7313	10-21-42	Cecil F. Janson	12	Pike	10 yrs. 1-11-53	73	409
7314	11-4-42	Lydia A. Smith	70	Pike	10 yrs. 1-0-53	73	411
7315	11-4-42	Mary E. Farber	88	Pike	10 yrs. 12-17-52	73	414
7316	11-4-42	Lizzie Retzler	68	Pike	10 yrs. 12-21-52	73	416
7317	11-5-42	W. L. Knotts	60	Pike	10 yrs. 12-17-52	73	419
7318	11-5-42	W. E. Baughman	49	Pike	10 yrs. 1-11-53	73	424
7319	11-24-42	Marie Iulich	50	Pike	5 yrs. 12-7-47	73	450
7320	1-11-43	J. F. Snyder	82	Pike	5 yrs. 3-15-48	73	477
7321	1-11-43	Eugene B. Close	107	Pike	3 yrs. 3-28-46	73	480
7322	1-11-43	Mary A. Geckler	130	Pike	5 yrs. 4-10-48	73	482
7323	1-11-43	Nellie H. Black	10	Pike	10 yrs. 4-10-53	73	485
7324	10-8-42	Riley E. Bowman	100	Sandy	10 yrs. 12-24-52	73	314
7325	10-8-42	Lee Nowles	240	Sandy	10 yrs. 12-30-52	73	316
7326	10-9-42	William P. Siskafoose	110	Sandy	10 yrs. 12-30-52	73	319
7327	10-9-42	E. Newton Bowman	80	Sandy	10 yrs. 1-5-53	73	321
7328	11-4-42	E. V. Rose	75	Sandy	10 yrs. 12-24-52	73	426
7329	11-5-42	Ellen S. Knotts, Agt.	83	Sandy	10 yrs. 12-20-52	73	457

OPERATED

5211	4-16-35	Samuel Myers	120	Bethlehem	---	57	488
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But excepting and reserving to the Grantor all rights pertaining to natural gas or minerals other than oil in any such leasehold estate, right, privilege or license where the same relates to both oil and natural gas, or oil and any other mineral, provided, however, that if there is any right, privilege, license or estate in or in respect of lands which by law is not transferable and which, except for the provisions of this paragraph, would fall within the description of the rights, privileges, licenses and estates conveyed and/or assigned hereby, such right, privilege, license or estate is hereby expressly excepted from the operation of this indenture, which does not and shall not be construed to attempt to assign or convey, or to obligate the Grantor to assign or convey any such right, privilege, license or estate.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed by its President or one of its Vice-Presidents, and its corporate seal, duly attested by its Secretary, to be hereto affixed the day and year first above mentioned.

NATURAL GAS COMPANY OF WEST VIRGINIA

By E. J. Egan, Vice-President
(Corporate Seal)

Attest:
David S. Mitchell, Secretary

Signed, sealed and delivered in the presence of:
Harry E. Fowler
W. C. McGraw

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

Before me, a Notary Public in and for said County and State,

personally appeared E. J. Egan, Vice-President and David E. Mitchell, Secretary, respectively, of Natural Gas Company of West Virginia, the corporation which executed the foregoing deed, and acknowledged that the seal affixed to said deed is the corporate seal of said Corporation; that they did sign and seal said deed as the Vice-President and Secretary on behalf of said Corporation by authority of its Board of Directors; that said deed is the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal at Pittsburgh, in the State of Pennsylvania, this 5th day of May, 1944.

Harry H. Fowler, Notary Public
Allegheny County, Pennsylvania

Harry H. Fowler, Notary Public

My Commission Expires March 7th, 1945 (seal)

Received for record..June 6, 1944

at..12:36 PM

Recorded...July 26, 1944

CC/G.S.

Recorder..Frank J. Shisler

#46001...\$1.25

JAMES C. STEINER

TO

THE EAST OHIO GAS COMPANY

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS That James C. Steiner, of Canton, Ohio, for valuable consideration the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does transfer and set over unto The East Ohio Gas Company, a

corporation organized and existing under the laws of the State of Ohio, its successors and assigns, effective as of January 1, 1944, all of his right, title and interest in and to the five following described leases for oil and gas purposes and the leasehold estates created thereby and the five following specified natural gas wells located on the lands subject to said leases:

Lease from Burton Miller and Clara Miller to C. W. White, dated April 11, 1939, recorded in Volume 68, Page 134 of the Stark County, Ohio, Records of Leases, and covering 32 acres of land, more or less, situated in Section No 4 of Plain Township, Stark County, Ohio; 51419 and the gas well located on the lands covered by said lease known as the B.C. Miller No. 1 Well, East Ohio Station No 2220.

Lease from N. E. Stambaugh and Linnie M. Stambaugh to T. C. Hall, dated December, 1, 1936, recorded in Volume 64, Page 471 of the Stark County, Ohio, Records of Leases, assigned by said T C Hall to Clarence W. White on December 23, 1937, and covering 51 acres of land, 51420 more or less, situated in Section No. 4 of Plain Township, Stark County, Ohio; and the gas well located on the lands covered by said lease known as the N E and L M Stambaugh No 2 Well East Ohio Station No 2177.

Lease from W.J. Bair, et al to East Ohio, dated March 7, 1939, recorded in Volume 67, Page 296 of the Stark County, Ohio, Records of Leases, and covering 134 acres of land, more 51418 or less, situated in Sections 2 and 3 of Plain Township, Stark County, Ohio; and the gas well located on the lands covered by said lease known as the W J Bair No 1 Well, East

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RECEIVED FOR GENERAL
APR 12 1950
at 10:00
APR 13 1950
NEW YORK
to Copy Quality Records
Vol. 1888 Page 32
J. J. NEWCOMER, Recorder

186234

THIS INDENTURE

MADE this 31st day of December, 1949, between UNION GASOLINE & OIL CORPORATION, a Pennsylvania Corporation (hereinafter called "Union"), party of the first part, and THE PRESTON OIL COMPANY, an Ohio Corporation (hereinafter called "Preston"), party of the second part;

WITNESSETH:

That for One (\$1.00) Dollar, and other good and valuable consideration paid by Preston to Union, receipt of which is hereby acknowledged, Union has granted, bargained, sold, conveyed, transferred, assigned and set over, and by these presents does grant, bargain, sell, convey, transfer, assign and set over unto Preston, its successors and assigns, the following described property situate in Stark County, Ohio.

1. All of the right, title and interest of Union in and to those certain tracts of land, oil and gas royalties, and oil and gas leases listed in the following schedules, it being understood that Union owns only oil, oil royalties and the right to produce, remove, utilize and market oil in said lands:

EXHIBIT 162B

NATURAL GAS COMPANY OF WEST VIRGINIA

UNOPERATED LEASES

OHIO

STARKE COUNTY

Bethlehem Township

Lease No.	Date	Lessor	Acres	Recorded
5211	Apr. 16, 1935	Samuel Myers, et ux	120	57-488-2 ✓

Canton Township

8334	July 25, 1947	Rosa Yamy	24	90-359-3 ✓
7228	Nov. 11, 1942	W. H. Kitzmiller	46	75-31 ✓

Lexington Township

8135	Apr. 19, 1946	F. J. Beitman, et ux	70	83-81 ✓
8136	Feb. 21, 1946	William H. Duvall	98	83-83 ✓
8452	Jan. 12, 1949	William Knecht, et ux	82	94-323 ✓

Marlboro Township

8134	Apr. 22, 1946	Frank Palosi, et ux	95	83-79 ✓
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Oansburg Township

7290	July 2, 1943	Vera E. Slicker, et con	56	75-241 ✓
8368	Feb. 12, 1948	Camillo Dibattista	21	91-377 ✓
8445	Dec. 10, 1948	J. W. Stinchcomb, et ux	54	94-282 ✓

Paris Township

7284	Apr. 30, 1943	Draguten Vujanovic, et ux	40	75-224 ✓
7285	Apr. 30, 1943	Steve Bitto, et ux	43	75-230 ✓
7286	Apr. 30, 1943	Oscar E. Wharton, et al	153	75-232 ✓
7287	July 2, 1943	Joseph Kutto, et ux	80	75-234 ✓
7288	June 30, 1943	Willis Roubush, et ux	136	75-236 ✓

Pike Township

167	Nov. 14, 1923	John Balder, et ux	60	31-154 ✓
168	Mar. 18, 1924	Emar V. Briggle, et ux	156	39-450 ✓
170	Apr. 21, 1924	R. L. Brothers, et ux	65	30-28 ✓
171	Apr. 21, 1924	Angeline Brod	80	30-30 ✓
426	Mar. 10, 1924	Henry S. Fetters, et ux	54	31-93 ✓
604	Sept. 28, 1923	C. V. Hickman, et ux	194	29-30 ✓
695	Feb. 19, 1924	F. O. Kiefaber, et ux	170	30-38 ✓
882	May 26, 1925	Charles D. Motter, et ux	42	39-378 ✓
968	Mar. 13, 1923	Clara E. Neuman	140	27-483 ✓
1144	Dec. 4, 1923	J. E. Russell, et ux	50	31-122 ✓
1145	Dec. 6, 1923	A. W. Russell, et ux	50	31-123 ✓
1279	Mar. 14, 1923	L. Strobel, et ux	80	27-464 ✓
1430	Dec. 26, 1923	S. H. Welch, et ux	72	31-46 ✓
5238	May 10, 1935	George Neuman, et ux	41	57-534 ✓
5864	Mar. 19, 1937	Emma Evans, et al	104	64-321 ✓
6045	Nov. 23, 1937	Emeraou A. Gacklar, et ux	100	66-143 ✓
7096	Feb. 5, 1942	I. S. Swaney, et ux	106	72-421 ✓
7129	May 1, 1942	Leon F. Bruber, et ux	80	73-1 ✓
7164	Sept. 16, 1942	John Welter, et ux	45	73-160 ✓
7277	Sept. 29, 1942	Lois M. Snyder, et con	74	74-22 ✓
7291	July 8, 1943	Emmet G. Stebnetz, et ux	32	75-287 ✓

NATURAL GAS COMPANY OF WEST VIRGINIA

UNOPERATED LEASES

OHIO

STARK COUNTY

Pike Township (Cont'd)

Lease No.	Date	Lessor	Acres	Recorded
7304	Aug. 13, 1943	A. F. Diebel, et ux	84	75-307 ✓
7306	Sept. 28, 1926	George Neuman, et ux	92	34-105-17 ✓
7308	Sept. 28, 1926	E. R. Lautzenbeiser, et ux	100	34-94-17 ✓
7309	Nov. 5, 1929	Charles Kiensle, et ux	127	42-356-18 ✓
7311	July 15, 1932	Harry Peden, et ux	150	48-304-17 ✓
7313	Oct. 21, 1942	Cecil P. Janson, et ux	12	73-409-15 ✓
7314	Nov. 4, 1942	Lydia A. Smith	70	73-411-15 ✓
7315	Nov. 4, 1942	Mary E. Farber, et con	68	73-414-15 ✓
7316	Nov. 4, 1942	Lizzie Retzler, et con	68	73-416-15 ✓
7317	Nov. 5, 1942	W. L. Knotts, et ux	60	73-419-15 ✓
7318	Nov. 5, 1942	W. E. Baughman, et ux	49	73-424-15 ✓
7323	Jan. 11, 1943	Nellie E. Black, et con	10	73-425-15 ✓
7359	Nov. 4, 1943	Cletus Haug, et ux	56	76-12-20 ✓
8253	Dec. 9, 1949	John J. Welty	38	86-281-22 ✓
8271	Feb. 13, 1947	Maurice M. Geckler	126	87-250-22 ✓
8339	July 26, 1949	Grace V. Block, et con	40	90-179-3 ✓
8347	Oct. 27, 1947	R. G. Slutz, et ux	78	90-458-3 ✓
8379	Mar. 9, 1948	J. F. Snyder, et ux	62	92-55-23 ✓
8384	Mar. 15, 1948	Mary A. Geckler, Agent, et al	130	92-59-23 ✓
8407	June 14, 1948	A. F. Diebel, et ux	100	92-541-23 ✓
8420	July 13, 1948	Muskingum Watershed Cons. Dist.	34.8	93-205-24 ✓
8427	Sept. 7, 1948	Beulah M. Ritz, et con	38	93-335-24 ✓
8435	Nov. 5, 1948	Kathryn Simler, et con	30	93-581-24 ✓
8477	June 8, 1949	Muri Morris, et ux	13	95-129-25 ✓
8478	June 7, 1949	Harry J. Chebot, et ux	88	95-127-25 ✓
8491	Sept. 21, 1949	John C. Lab	125	
<u>Sandy Township</u>				
7187	Oct. 20, 1942	H. M. Welker, et ux	84	73-389-15 ✓
7190	Oct. 23, 1942	John J. Paalik, et ux	40	73-385-15 ✓
7324	Oct. 8, 1942	Riley E. Bowman, et ux	100	73-314-15 ✓
7325	Oct. 8, 1942	Lee Mowles, et ux	240	73-316-15 ✓
7326	Oct. 9, 1942	William P. Sickafosse, et ux	110	73-319-15 ✓
7327	Oct. 9, 1942	E. Newton Bowman, et ux	80	73-321-15 ✓
7328	Nov. 4, 1942	E. V. Rose, et ux	75	73-426-15 ✓
7329	Nov. 5, 1942	Ellen S. Knotts, Agent, et al	83	73-467-15 ✓
7440	Jan. 17, 1944	Vera M. Bartlett & James H. Bartlett	80	76-145-20 ✓
7454	Dec. 14, 1943	John W. Sickafosse, et ux	100	76-463-20 ✓
7517	Feb. 18, 1944	Thomas K. Cepper, et ux	8	76-471-20 ✓
7518	Feb. 18, 1944	Orvan E. Gheen, et ux	5	76-473-20 ✓
8378	Mar. 8, 1948	R. Evelyn Wiggins, et con	60	92-57-23 ✓
8383	Mar. 5, 1948	William C. Baum, et ux	127	92-53-23 ✓
8458	Jan. 20, 1949	Clarence Ed. Hays, et ux	37.50	94-413-5 ✓
<u>Washington Township</u>				
8354	Oct. 28, 1947	John C. Adams, et ux	52	91-189-4 ✓
8361	Jan. 7, 1948	Charles S. Haught, et ux	40	91-255 ✓
8357	Dec. 17, 1947	Emma Krabill	240	91-193 ✓
8360	Jan. 7, 1948	D. E. Rummell, et ux	80	91-257 ✓
8355	Oct. 31, 1947	Atlee M. Unkefer and/or Paul J. Unkefer, et al	140	91-191 ✓
8348	Oct. 30, 1947	W. H. Parrish	57	90-471 ✓
8362	Jan. 7, 1948	Harry A. Wallace, et ux	39	91-253 ✓
8363	Jan. 28, 1948	Alfred E. Zeller, et ux	30	91-251 ✓
8364	Jan. 28, 1948	Elza J. Herrington, et ux	20	91-249 ✓
8365	Jan. 28, 1948	August W. Brieske	100	91-247 ✓

NATURAL GAS COMPANY OF WEST VIRGINIA

UNOPERATED LEASES

1888 35

OHIO

PORTAGE COUNTY

Atwater Township

<u>Lease No.</u>	<u>Date</u>	<u>Lessor</u>	<u>Acres</u>	<u>Recorded</u>
7010	Mar. 3, 1941	E. R. Hamlin, et ux	36	34-107
7011	Mar. 3, 1941	Edger F. Wattlesey, et ux	78	34-109
8126	Feb. 14, 1946	Junie T. Greisinger, et con	75	37-45
<u>Randolph Township</u>				
8129	Feb. 19, 1946	Sanford Duger	27	37-43 (over)

TOGETHER WITH all oil wells upon the properties herein listed and the derricks, rigs, boilers, engines, tools, casing, tubing, pipe, cordage, tanks, and all other equipment used or useful in the production, transmission and sale of oil from said wells, whether in the wells, on the ground, or in the warehouse.

TO HAVE AND TO HOLD unto Preston, its successors and assigns, forever.

IN WITNESS WHEREOF Union Gasoline & Oil Corporation has caused these presents to be duly executed and its corporate seal to be hereto affixed as of the day and year first above written.

ATTEST:

UNION GASOLINE & OIL CORPORATION

Margaret A. Allen
Asst. Secretary

By *A. J. King*
Vice President

Signed, sealed and delivered in the presence of

Margaret Allen
Grant Wells

X

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STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said County and State, personally appeared D. E. Eise Vice. Pres. and E. G. Anthony Assistant Secy., respectively of Union Gasoline & Oil Corporation, the corporation which executed the foregoing indenture, and acknowledged that the seal affixed thereto is the corporate seal of said corporation; that they did sign and seal said indenture as such officers on behalf of said corporation by authority of its Board of Directors; that said indenture is the free act and deed of said corporation.

In witness whereof, I have hereunto subscribed my name and affixed my official seal at Columbus, Ohio, this 9th day of March, 1950.

Edward Wilks
Notary Public

250328

THIS INDENTURE

MADE this 31st day of December, 1951, between THE

PRESTON OIL COMPANY, an Ohio corporation (hereinafter called "Preston") party of the first part, and NATURAL GAS COMPANY OF WEST VIRGINIA party of the second part;

RECEIVED FOR RECORD OCT 18 1952 at 10:05 o'clock A.M. RECORDED OCT 20 1952 in Stark County Records Vol. 9 Page 212 J. J. NEWCOMB Recorder 240

WITNESSETH:

That for One Dollar (\$1.00) and other good and valuable consideration paid by NATURAL GAS COMPANY OF WEST VIRGINIA to Preston, the receipt of which is hereby acknowledged, Preston has remised, released, surrendered and forever quit-claimed and by these presents, does remise, release, surrender and forever quit-claim unto NATURAL GAS COMPANY OF WEST VIRGINIA, its successors and assigns, the following described property situate in Stark County, Ohio

All of the right, title and interest of Preston in and to those certain tracts of land, oil and gas royalties and oil and gas leases listed in the following schedules, it being understood that Preston owns only oil, oil royalties and the right to produce, remove, utilize and market oil in said lands.

UNOPERATED GAS LEASES

Lease No.	Date	Lessor	Acres	Recorded	
				Book	Page
<u>Bethlehem Township</u>					
5211	April 16, 1935	Samuel Myers, et ux	120	57	488
<u>Canton Township</u>					
8334	July 25, 1947	Rosa Yummy	24	90	359
7228	Nov. 11, 1942	W. H. Kitamiller	46	75	314
<u>Lexington Township</u>					
8135	April 19, 1946	F. J. Heitsman, et ux	70	83	81
8136	Feb. 21, 1946	William H. Puvall	98	83	83
8452	Jan. 12, 1949	William Buecht, et ux	82	94	323
<u>Marlboro Township</u>					
8134	April 22, 1946	Frank Palosi, et ux	95	83	79
<u>Omaburg Township</u>					
7290	July 2, 1943	Vera E. Slicker, et con	56	75	241
8368	Feb. 12, 1948	Camillo Dibattista	21	91	377
8445	Dec. 10, 1948	J. W. Stinchcomb, et ux	54	94	282
<u>Paris Township</u>					
7284	April 30, 1943	Draguten Vujasinovic, et ux	40	75	224
7285	April 30, 1943	Steve Bitto, et ux	48	75	230
7286	April 30, 1943	Oscar E. Wharton, et al	153	75	232
7287	July 2, 1943	Joseph Bitto, et ux	80	75	234
7288	June 30, 1943	Willis Roudsbuah, et ux	136	75	236

16C

EXHIBIT

UNOPERATED GAS LEASES
Pike Township

Lease No.	Date	Lessor	Acres	Township	Recorded	
					Book	Page
167	November 11, 1923	John Balder, et ux	60	Pike	31	154
168	March 18, 1924	Homer V. Briggie, et ux	156	Pike	39	450
170	April 21, 1924	R. L. Brothers, et ux	65	Pike	30	28
171	April 21, 1924	Angeline Bros	80	Pike	30	30
426	March 10, 1924	Henry S. Fetters, et ux	54	Pike	31	93
604	Sept. 28, 1923	C. V. Hickman, et ux	194	Pike	29	30
695	Feb. 19, 1924	F. G. Kiefaber et ux	170	Pike	30	38
882	May 26, 1925	Charles D. Motter, et ux	42	Pike	39	378
968	March 13, 1923	Clara E. Neuman	140	Pike	27	463
1144	Dec. 4, 1923	J. B. Russell, et ux	50	Pike	31	122
1145	Dec. 6, 1923	A. W. Russell, et ux	50	Pike	31	123
1279	March 14, 1923	L. Strobel, et ux	80	Pike	27	464
1430	Dec. 26, 1923	S. R. Weloh, et ux	72	Pike	31	46
5238	May 10, 1935	George Neuman, et ux	41	Pike	57	534
5864	March 19, 1937	Duma Evans, et ai	104	Pike	64	321
6045	Nov. 23, 1937	Ernson A. Geckler, et ux	100	Pike	66	413
7096	Feb. 5, 1942	I. S. Sweeney, et ux	106	Pike	72	421
7129	May 1, 1942	Leon P. Huber, et ux	80	Pike	73	1
7164	Sept. 16, 1942	John Watter, et ux	45	Pike	73	160
7277	Sept. 29, 1942	Lois M. Snyder, et con	74	Pike	74	22
7291	July 8, 1943	Emmet G. Steimetz, et ux	32	Pike	75	287
7304	August 13, 1943	A. F. Diabel, et ux	84	Pike	75	307
7306	Sept. 28, 1926	George Neuman, et ux	92	Pike	34	405
7308	Sept. 28, 1926	E. R. Lantzenheiser, et ux	100	Pike	34	94
7309	Nov. 5, 1929	Charles Kienale, et ux	127	Pike	42	356
7311	July 15, 1932	Harry Peden, et ux	150	Pike	48	304
7313	Oct. 21, 1942	Cecil P. Janson, et ux	12	Pike	73	409
7314	Nov. 4, 1942	Lydia A. Smith	70	Pike	73	411
7315	Nov. 4, 1942	Mary E. Farber, et con	88	Pike	73	414
7316	Nov. 4, 1942	Lizalia Ratzler, et con	68	Pike	73	416
7317	Nov. 5, 1942	W. L. Knotts, et ux	60	Pike	73	429
7318	Nov. 5, 1942	W. E. Baughman, et ux	49	Pike	73	424
7323	Jan. 11, 1943	Nellis R. Black, et con	30	Pike	73	485
7359	Nov. 4, 1943	Oletus Haag, et ux	56	Pike	76	12
8253	Dec. 9, 1949	John J. Welty	38	Pike	86	281
8271	Feb. 13, 1947	Maurine M. Geckler	126	Pike	87	250
8339	July 26, 1949	Grace V. Block, et con	40	Pike	90	179
8347	Oct. 27, 1947	R. G. Slutz, et ux	78	Pike	90	458
8384	March 15, 1948	Mary A. Geckler, Agent, et al	130	Pike	92	59
8407	June 14, 1948	A. F. Diabel, et ux	100	Pike	92	544
8420	July 13, 1948	Maskingus Watershed Cons Dist 34.3	34.3	Pike	93	205
8427	Sept. 7, 1948	Boulsh M. Ritz, Et con	38	Pike	93	335
8435	Nov. 5, 1948	Kathryn Slader, et con	30	Pike	93	581
8477	June 8, 1949	Mari Morris, et ux	13	Pike	95	129
8478	June 7, 1949	Harry J. Chabot, et ux	88	Pike	95	127
8494	Sept. 21, 1949	John C Lab	125	Pike	-	-

Sandy Township

7187	Oct. 20, 1942	R. M. Welker, et ux	84	Sandy	73	389
7190	Oct. 23, 1942	John J. Faulk, et ux	40	Sandy	73	385
7324	Oct. 8, 1942	Riley B. Bowman, et ux	100	Sandy	73	314
7325	Oct. 8, 1942	Ira Mowles, et ux	240	Sandy	73	316
7326	Oct. 9, 1942	William P. Sickafosse, et ux	110	Sandy	73	319
7327	Oct. 9, 1942	E. Newton Bowman, et ux	80	Sandy	73	321
7328	Nov. 4, 1942	E. V. Ross, et ux	75	Sandy	73	426
7329	Nov. 5, 1942	Ellen S. Knotts, Agent, et al	83	Sandy	73	467
7440	Jan. 17, 1944	Vera M. Bartlett & James E. Bartlett	80	Sandy	76	445
7454	Dec. 14, 1943	John W. Sickafosse, et ux	100	Sandy	76	463
7517	Feb. 18, 1944	Thomas K. Casper, et ux	8	Sandy	76	471
7518	Feb. 18, 1944	Orven E. Gheen et ux	5	Sandy	76	473
8378	March 8, 1948	R. Evelyn Wiggins, et con	60	Sandy	92	57
8383	March 5, 1948	William C. Baum, et ux	127	Sandy	92	53
8458	Jan. 20, 1949	Clarence Ed. Hayes, et ux	37.50	Sandy	94	413

Washington Township

8354	Oct. 28, 1947	John C. Adams, et ux	52	Washington	91	189
8361	Jan. 7, 1948	Charles S. Hought, et ux	40	Washington	91	255
8357	Dec. 17, 1947	Duma Drabill	240	Washington	91	193
8360	Jan. 7, 1948	D. E. Rummell, et ux	80	Washington	91	257

UNOPERATED GAS LEASES
Washington Township (continued)

Lease No.	Date	Lessor	Acres	Township	Recorded	
					Book	Page
8355	October 31, 1947	Alleg M. Unkefer and/or Paul J. Unkefer, et al	140	Washington	91	191
8348	October 30, 1947	W. H. Parrish	57	Washington	90	471
8362	January 7, 1948	Barry A. Wallace, et ux	39	Washington	91	253
8363	January 28, 1948	Alfred E. Zeller, et ux	30	Washington	91	251
8364	January 28, 1948	Elsa J. Herrington, et ux	20	Washington	91	249
8365	January 28, 1948	August W. Brieske	100	Washington	91	247

214

21

TO HAVE AND TO HOLD unto NATURAL GAS COMPANY OF WEST VIRGINIA
its successors and assigns, forever.

IN WITNESS WHEREOF, THE PRESTON OIL COMPANY has caused these pre-
sents to be duly executed and its corporate seal to be hereto affixed as
of the day and year first above written.

ATTEST:

THE PRESTON OIL COMPANY

N. E. Shupe
Assistant Secretary

By Jak. Cashell
Vice President

Signed, sealed and
delivered in the
presence of

R. D. Mahale
[Signature]

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BEFORE ME, a Notary Public in and for said County and State, per-
sonally appeared J. Cashell, Vice President, and N. E. Shupe, Assistant
Secretary, of The Preston Oil Company, 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 Vice President and Assistant 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 Vice President and Assistant Secretary and the free and corporate
act and deed of said The Preston Oil Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and
affixed my official seal at Columbus, Ohio this 17 day of
June, 1952.

My Commission Expires August 31, 1954



1920 5/19/23 See Vol. 186 Page 876 2/27/76
 # 3759-4/11/23 See Vol. 175 Page 682 (Assignment of Oil & Gas)
 # 1013-4-19-22 See Vol. 175 Page 682 (Assignment of Oil & Gas)
 # 239071-26 6/4/69 See Vol. 144 Page 713
 # 206299 4-2-1968 See Vol. 155 Page 698 - Assign
 # 200238 1/21/8 See Vol. 153 Page 242 - Assign
 # 178535 4/24/67 See Vol. 143 Page 666 - Assign

VOL. 135 PAGE 38

129906

THIS AGREEMENT, Made and entered into this 26th day of April, A. D. 1955, by and between Merle J. Garoux and Mildred L. Garoux, husband and wife and George H. Garoux and Kathleen Garoux, husband and wife

and K-Will Oil Company, Box 271 Wooster, Ohio, hereinafter called the Lessor, and K-Will Oil Company, Box 271 Wooster, Ohio, 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/or the constituents of either, in and under the lands hereinafter described, together with the exclusive rights 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 ten (10) years and so much longer thereafter as oil, gas, or their constituents are produced in paying quantities thereon, or operations are maintained on, all of that certain tract of land situate in

(District) Sec. No. 20 Township of Sandy County of Stark and State of Ohio, bounded substantially as follows:

On the North by the lands of H. Bowman and Garoux Bros. Co.
 On the East by the lands of Garoux Bros. Co.
 On the South by the lands of Gravelle St.
 On the West by the lands of Willowdale St.

containing Fifty three (53) 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, in the presence 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 hereinafter 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 two hundred feet of the barn or dwelling on said premises without the consent of Lessor.

In consideration of the premises the said parties covenant and agree as follows: Lessee to deliver to the Lessor in tanks or pipe lines one-eighth (1/8) of the oil produced and saved from the premises. Lessor to receive the field market price per thousand cubic feet for one-eighth (1/8) of all gas marketed from said premises, and the same to be paid for on or before the 15th day of the month following in which same is marketed.

Lessee to commence a well on said premises within ten (10) days from this date or pay to Lessor Fifty three Dollars (\$53.00) each year, payable quarterly thereafter until said well is commenced or this lease surrendered; but the completion of a well upon said lands unproductive of oil or gas in paying quantities shall be considered as the equivalent of and regarded as the tender of delay rentals for a period of one year thereafter. This lease shall become null and void for failure to pay rental for any period when same becomes due and payable, provided however that Lessee or his assigns is given 10 days written notice of his failure to pay said rentals and they are not paid within said 10 days.

Lessee shall bury, when so requested by Lessor, all pipe lines used to conduct gas or oil off the premises and pay all damage 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 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 any dwelling house on said land, at Lessor's own risk, subject to the tax and the right of abandonment of it by the Lessee. The first two hundred thousand cubic feet of gas taken in each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet taken in each year shall be paid for at the current published rates in the town nearest the premises above described and the measurements and regulations shall be by meter and regulators set at the tap on the line. This privilege is upon the condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas.

It is agreed that the acreage rentals or royalties on any well, or wells, paid and to be paid as herein provided, are and will be accepted by Lessor as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well or wells to offset producing wells on adjoining or adjacent premises.

Should it be determined that Lessor is not the owner of the entire tract above described then and thereupon Lessor shall receive a proportional amount in accordance with the rentals and royalties for any fraction of the above premises owned.

Payments of all moneys due on this lease may be made by cash or check, to _____, by deposit to _____ Bank of _____ or by check made payable to _____ and George Garoux, _____ and mailed to them.

at _____ Canton, Ohio P. O. Box 387

Lessor agrees that Lessee is to have the privilege of using sufficient oil, gas or water, for fuel, in operating premises and the right at any time to remove any machinery or fixtures placed on said premises and further upon the payment to the Lessor of one dollar and all amounts due hereunder said Lessee shall have the right to surrender this lease or any portion thereof by written notice to Lessor describing the portion of the above tract that it elects to surrender or by returning to Lessor the lease with the endorsement of surrender hereon 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 hereof as said surrender shall indicate and a cancellation of all liabilities under same of each and all parties hereto, to the extent indicated on said surrender, and the acreage rental heretofore 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 Lessee has been furnished with a written transfer or assignment or a certified copy thereof.

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 land 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 mortgage 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.

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

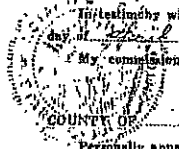
Signed and Acknowledged in the Presence of:
 Merle J. Garoux
 Mildred L. Garoux
 George H. Garoux
 Kathleen Garoux

1991 - Vol. 135
 # 1992 - Vol. 135
 # 1993 - Vol. 135
 # 1994 - Vol. 135
 # 1995 - Vol. 135
 # 1996 - Vol. 135
 # 1997 - Vol. 135
 # 1998 - Vol. 135
 # 1999 - Vol. 135
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 # 2001 - Vol. 135
 # 2002 - Vol. 135
 # 2003 - Vol. 135
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 # 2020 - Vol. 135
 # 2021 - Vol. 135
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 # 2023 - Vol. 135
 # 2024 - Vol. 135
 # 2025 - Vol. 135
 # 2026 - Vol. 135
 # 2027 - Vol. 135
 # 2028 - Vol. 135
 # 2029 - Vol. 135
 # 2030 - Vol. 135

EXHIBIT 17

STATE OF OHIO
COUNTY OF Stark

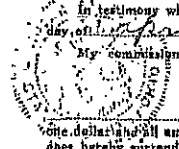
Personally appeared before me, a Notary Public, in and for said County
Mark J. Hancock and Mitchell J. Hancock husband & wife
who
acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.



In testimony whereof, I have hereunto set my hand and affixed my seal this 30th day of September, A. D. 1961.
ARTHUR L. MOSS
Notary Public, Stark County, Ohio
My Commission Expires May 1, 1962
Arthur L. Moss
Notary Public, Justice of the Peace.

STATE OF OHIO
COUNTY OF Stark

Personally appeared before me, a Notary Public, in and for said County
George H. Hancock and Kathleen Hancock husband & wife
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 30th day of September, A. D. 1961.
ARTHUR L. MOSS
Notary Public, Stark County, Ohio
My Commission Expires May 1, 1962
Arthur L. Moss
Notary Public, Justice of the Peace.

Lessee having paid to the Lessor, one dollar and all amounts due hereunder, and having elected to surrender the within lease and all its rights hereunder, does hereby surrender and cancel the same and hereby endorses its surrender hereon.

IN WITNESS WHEREOF, it has hereunto set its hand, this _____ day of _____, A. D. 19____
WITNESS:

629936

LEASE No. _____
OIL and GAS LEASE
FROM _____

TO _____

Date: _____ 19____

RECORDED FOR RECORD

Stark County, Ohio

Recorded for _____

County _____

Accorded _____

Vol. _____

Page _____

Filed _____

Recorded _____

Record of Lease, Vol. _____, Page _____, County, Ohio

Recorder's Fee, \$ _____

Section _____

No. _____

178535

ASSIGNMENT OF OIL AND GAS LEASE

THE STATE OF OHIO

COUNTY OF Cuyahoga

FOR VALUE RECEIVED, I, LAWTON C. HEDRICK, d.b.a. K-VIII

Oil & Gas Co., do hereby sell, assign, transfer and set over unto
Box 271, Wooster, Ohio 44692

TOD Oil & Gas Company Their heirs and
29980 Lakeland Blvd., Wickliffe, Ohio 44092

assigns, all my rights, title and interest of a 7/8ths working
Interest, subject to 1/16th of 7/8ths overriding royalty reserved
unto Lawton C. Hedrick in the following described property:

Harle J. Garaux and Mildred L. Garaux and
George H. Garaux and Kathleen Garaux leasehold,
situated in Section 20, Sandy Township, Stark
County, State of Ohio, recorded in Volume 135,
page 38, containing 53 acres more or less

together with all rights and privileges, in law or equity, in and
concerning the land described in said lease or intended so to be,
and subject to the terms and conditions of the same.

Witness my hand this 2 day of March, 1967.

Lawton C. Hedrick
LAWTON C. HEDRICK
d.b.a. K-VIII Oil & Gas Co.

Witnesses:

Ed Anderson
Ed Deakich

RECEIVED FOR RECORD
- APR 4 1967
at 7:12 o'clock P. M.
RECORDED APR 25 1967
in Stark County Records
Vol. 143 Page 666
EDMUND E. MOLES
Recorder

STATE OF OHIO

COUNTY OF Cuyahoga

Before me, the undersigned authority, on this day personally

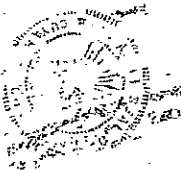
appeared Lawton C. Hedrick, known to me to be the person whose name is
subscribed to the foregoing instrument and acknowledged to me that he
executed same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 2 day of
March, 1967.

Emma M. Keating
Notary Public

EMMA M. KEATING, Notary Public
My Commission Expires Jan. 12, 1972

This Instrument prepared by Lawton C. Hedrick



177A

EXHIBIT

VOL. 133 PAGE 244

#1.50 Paid

.Vol. 109 pag 619

274367

Recorded DEC 18 1967
AL 9:43 O'clock A.M.
in Wayne County Records.
Volume 109 Page 619
Ruth Williams RECORDER

200238

ASSIGNMENT OF OIL AND GAS LEASE

THE STATE OF OHIO
COUNTY OF Wayne
FOR VALUE RECEIVED, I, LAWTON C. HEDRICK d.b.a.
K-VIII Oil & Gas Co., Box 271, Wooster, Ohio do hereby
sell, assign, transfer and set over unto David A. Waldron,
2612 Armstrong Drive, Wooster, Ohio, his heirs and
assigns, all my rights, title and interest of a 1/32 of
7/8 overriding royalty in the following described property:

RECEIVED FOR RECORD
JAN 2 1968
at 9:21 o'clock A.M.
RECORDED JAN 3 1968
In State County Records
Vol. 153 Page 244

Merle J. Garaux and Mildred L. Garaux and
George H. Garaux and Kathleen Garaux lesse-
hold, situated in Section 20, Sandy Township,
Stark County, State of Ohio, recorded in
Volume 135, page 38, containing 53 acres
more or less

together with all rights and privileges, in law or equity
in and concerning the land described in said lease or
intended so to be, and subject to the terms and conditions
of the same.

Witness my hand this 2 day of April, 1967.

Lawton C. Hedrick
Lawton C. Hedrick
d.b.a. K-VIII Oil & Gas Co.

Witnesses:
Myron J. Seiler
William C. Whittier

STATE OF OHIO
COUNTY OF Wayne

Before me, the undersigned authority, on this day
personally appeared Lawton C. Hedrick, known to me to be
the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he executed same
for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the
day of April, 1967.



BETTY J. ROWLAND, Notary Public
WAYNE COUNTY, OHIO
My Commission Expires May 19, 1971
Notary Public
This instrument prepared by Lawton C. Hedrick

EXHIBIT 17B

VOL 155 PAGE 698
37178

ASSIGNMENT OF OIL AND GAS LEASE

VOL 79 PAGE 582

STATE OF OHIO

206299

COUNTY OF CUYAHOGA

206299

For value received I, THOMAS O. DAHLSTRAND, doing business as Tod Oil Co., P. O. Box 271, Wooster, Ohio, do hereby sell, transfer and set over unto Lawton C. Hedrick AT 11720 Edgewater Dr., Lakewood, Ohio 44107, his heirs and ASSIGNS, an undivided 1/8th of 7/8ths working interest subject to 1/16ths of 7/8ths overriding royalty in the following property.

Merle J. Garaux and Mildred L. Garaux and George H. Garaux and Kathleen Garaux leasehold, situated in Section 20, Sandy Township, Stark County, State of Ohio, recorded in volume 135, page 38, containing 53 acres more or less.

together with all rights and privileges, in law or equity, in and concerning the land described in said lease or intended so to be, and subject to the terms and conditions of the same.

Witness my hand this 21st day of March, 1968

Thomas O. Dahlstrand
Thomas O. Dahlstrand
d.b.a. Tod Oil Co.

Witnesses:

James J. Hedrick
Ramona Wilson

RECEIVED FOR RECORD
APR 2 1968
at 9:25
RECORDED APR 3 1968
In Stark County Records
Vol. 155 Page 698
KENNETH E. MOTTS
Recorder
Fees 1.00
Paid 50
Reference 150

RECEIVED FOR RECORD
At 2:33 o'clock P.M.
MAR 25 1968
RECORDED MAR 29 1968
IN VOL. 79 PAGE 582
Recorded *James O'Hara*
Stark County, Ohio
Fees \$1.50

STATE OF OHIO
COUNTY OF Cuyahoga

Before me, the undersigned authority, on this day personally appeared Thomas O. Dahlstrand, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 21st day of Mar, 1968.

Leo E. Garrity
LEO E. GARRITY, Notary Public
My Commission Expires 30.6.7, 1973



This instrument prepared by Thomas O. Dahlstrand

EXHIBIT 170

ASSIGNMENT OF OIL AND GAS LEASE

VOL 164 PAGE 713

STATE OF OHIO

239071

COUNTY OF CUYAHOGA

For value received I, THOMAS O. DAHLSTRAND, doing business as Tod Oil Co., P. O. Box 271, Wooster, Ohio, do hereby sell, transfer and set over unto John Snead, Jr. Trust AT 22904 West Lake Rd., Bay Village, Ohio, 44129 their heirs SIGNS, an undivided 1/16th of 7/8ths working interest subject to 1/16ths of 7/8ths overriding royalty in the following property.

Merle J. Garaux and Mildred L. Garaux and George H. Garaux and Kathleen Garaux Ieaschold, situated in Section 20, Sandy Township, Stark County, State of Ohio, recorded in volume 135, page 38, containing 53 acres more or less.

together with all rights and privileges, in law or equity, in and concerning the land described in said lease or intended so to be, and subject to the terms and conditions of the same.

Witness my hand this 31st day of May, 1969

Thomas O. Dahlstrand
Thomas O. Dahlstrand
d.b.a. Tod Oil Co.

Witnesses:

Eda Noe
Ramon E. Wilson

RECEIVED FOR RECORD JUN 4 - 1969
RECORDED JUN 5 1969
In Stark County Records
Vol. 164 Page 713
KENNETH A. NOTIS Recorder

STATE OF OHIO

COUNTY OF Lucas

Before me, the undersigned authority, on this day personally appeared Thomas O. Dahlstrand, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 31st day of May, 1969.

Ramon E. Wilson

RAMON E. WELSON, Notary Public
Lucas County
My commission expires 11/15/70

This instrument prepared by Thomas O. Dahlstrand

EXHIBIT 17D

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF OHIO

239072

COUNTY OF CUYAHOGA

For value received I, THOMAS O. DAHLSTRAND, doing business as Tod Oil Co., P. O. Box 271, Wooster, Ohio, do hereby sell, transfer and set over unto D. A. Waldron AT P.O. Box 271, Wooster, Ohio 44692, his heirs ASSIGNS, an undivided 1/16th of 7/8ths working interest subject to 1/16ths of 7/8ths overriding royalty in the following property.

Merle J. Garaux and Mildred L. Garaux and George H. Garaux and Kathleen Garaux leasehold, situated in Section 20, Sandy Township, Stark County, State of Ohio, recorded in volume 135, page 38, containing 53 acres more or less.

together with all rights and privileges, in law or equity, in and concerning the land described in said lease or intended so to be, and subject to the terms and conditions of the same.

Witness my hand this 31st day of May, 1969

Thomas O. Dahlstrand d.b.a. Tod Oil Co.

Witnesses:

Ramon E. Wilson

RECEIVED FOR RECORD JUN 4 1969 at 7:23 p.m. RECORDED JUN 5 1969 In Stark County Record Vol. 164 Page 714 KENNETH E. MOSES Recorder Fee \$1.50

STATE OF OHIO

COUNTY OF Lake

Before me, the undersigned authority, on this day personally appeared Thomas O. Dahlstrand, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 31st day of May, 1969.

Ramon E. Wilson



RAMONA E. WILSON, Notary Public Lake County My commission expires May 11, 1970

This instrument prepared by Thomas O. Dahlstrand

EXHIBIT 17E

ASSIGNMENT OF OIL AND GAS LEASE

VOL 164 PAGE 715

STATE OF OHIO

239073

COUNTY OF CUYAHOGA

For value received I, THOMAS O. DAHLSTRAND, doing business as Tod Oil Co., P. O. Box 271, Wooster, Ohio, do hereby sell, transfer and set over unto Einar G. Carlson at 29916 Bolingbrook, Pepper Pike, Ohio 44124 his heirs ASSIGNS, an undivided 1/16th of 7/8ths working interest subject to 1/16ths of 7/8ths overriding royalty in the following property.

Merle J. Garaux and Mildred L. Garaux and George H. Garaux and Kathleen Garaux leasehold, situated in Section 20, Sandy Township, Stark County, State of Ohio, recorded in volume 135, page 38, containing 53 acres more or less.

together with all rights and privileges, in law or equity, in and concerning the land described in said lease or intended so to be, and subject to the terms and conditions of the same.

Witness my hand this 31st day of May, 1969

Thomas O. Dahlstrand
Thomas O. Dahlstrand
d.b.a. Tod Oil Co.

Witnesses:

Ma...
Ramona E. Wilson

RECEIVED FOR RECORD
JUN 4 - 1969
RECORDED JUN 5 1969
In Stark County
Vol. 164 Page 715

STATE OF OHIO

COUNTY OF Cuyahoga

Before me, the undersigned authority, on this day personally appeared Thomas O. Dahlstrand, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 31st day of May, 1969.

Ramona E. Wilson

RAMONA E. WILSON, Notary Public
Cuyahoga County
My commission expires May 15, 1973

This instrument prepared by Thomas O. Dahlstrand

EXHIBIT 17F

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF OHIO 239074
COUNTY OF CUYAHOGA

For value received I, THOMAS O. DAHLSTRAND, doing business as Tod Oil Co., P. O. Box 271, Wooster, Ohio, do hereby sell, transfer and set over unto Ida A. Norder AT 2329 Stanford Dr., Wickliffe, Ohio 44092 her heirs ASSIGNS, an undivided 1/16th of 7/8ths working interest subject to 1/16ths of 7/8ths overriding royalty in the following property.

Merle J. Garaux and Mildred L. Garaux and George H. Garaux and Kathleen Garaux leasehold, situated in Section 20, Sandy Township, Stark County, State of Ohio, recorded in volume 125, page 38, containing 53 acres more or less.

together with all rights and privileges, in law or equity, in and concerning the land described in said lease or intended so to be, and subject to the terms and conditions of the same.

Witness my hand this 31st day of May, 1969

Thomas O. Dahlstrand
Thomas O. Dahlstrand
d.b.a. Tod Oil Co.

Witnesses:

Ramona E. Welton
J. Kelly

STATE OF OHIO
COUNTY OF Lake

RECEIVED FOR RECORD
JUN 4 - 1969
at 9:25 a.m. clock
RECORDED JUN 5 1969
In Stark County
Vol. 164 Page 716
JAMES E. KOTIS
Notary Public
1-50

Before me, the undersigned authority, on this day personally appeared Thomas O. Dahlstrand, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 31st day of May, 1969.

Ramona E. Welton

RAMONA E. WELSON, Notary Public
Lake County
My commission expires May 11, 1973



This instrument prepared by Thomas O. Dahlstrand

EXHIBIT 176

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF OHIO
COUNTY OF CUYAHOGA

239075

For value received I, THOMAS O. DAHLSTRAND, doing business as Tod Oil Co., P. O. Box 271, Wooster, Ohio, do hereby sell, transfer and set over unto Olle Norder at 2141 Valley View, Wickliffe, Ohio 44092, his heirs ASSIGNS, an undivided 1/16th of 7/8ths working interest subject to 1/16ths of 7/8ths overriding royalty in the following property.

Merle J. Garaux and Mildred L. Garaux and George H. Garaux and Kathleen Garaux leasehold, situated in Section 20, Sandy Township, Stark County, State of Ohio, recorded in volume 135, page 38, containing 53 acres more or less.

together with all rights and privileges, in law or equity, in and concerning the land described in said lease or intended so to be, and subject to the terms and conditions of the same.

Witness my hand this 31st day of May, 1969

Thomas O. Dahlstrand
Thomas O. Dahlstrand
d.b.a. Tod Oil Co.

Witnesses:

Ramona E. Welson

[Signature]

STATE OF OHIO

COUNTY OF Fulton

RECEIVED FOR RECORD
JUN 4
at 9:32
RECORDED JUN 5 1969
In Stark County, Ohio
Vol. 164 Page 717
REASON: 1.50

Before me, the undersigned authority, on this day personally appeared Thomas O. Dahlstrand, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 31st day of May, 1969.

Ramona E. Welson

RAMONA E. WELSON, Notary Public
Lake County
My commission expires May 15, 1970

This instrument prepared by Thomas O. Dahlstrand

EXHIBIT 17H

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF OHIO

COUNTY OF CUYAHOGA

239076

For value received I, THOMAS O. DAHLSTRAND, doing business as Tod Oil Co., P. O. Box 271, Wooster, Ohio, do hereby sell, transfer and set over unto Ramona Welson AT 36075 Kilarney, Willoughby, Ohio 44094, her heirs ASSIGNS, an undivided 1/16th of 7/8ths working interest subject to 1/16ths of 7/8ths overriding royalty in the following property.

Merle J. Garaux and Mildred L. Garaux and George H. Garaux and Kathleen Garaux leasehold, situated in Section 20, Sandy Township, Stark County, State of Ohio, recorded in volume 135, page 38, containing 53 acres more or less.

together with all rights and privileges, in law or equity, in and concerning the land described in said lease or intended so to be, and subject to the terms and conditions of the same.

Witness my hand this 31st day of May, 1969

Thomas O. Dahlstrand
Thomas O. Dahlstrand
d.b.a. Tod Oil Co.

Witnesses:

[Signature]
[Signature]

STATE OF OHIO

COUNTY OF Cuyahoga

RECEIVED FOR RECORD
JUN 4 - 1969
at 9:30 - 10:00 AM
RECORDED JUN 5 1969
In Stark County Rec
Vol. 164 Page 718
RECORDED & INDEXED
Recorder [Signature]

Before me, the undersigned authority, on this day personally appeared Thomas O. Dahlstrand, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 31st day of May, 1969.



[Signature]

V. W. GUSTAFSON, Notary Public
My Commission Expires Mar. 26, 1974

This instrument prepared by Thomas O. Dahlstrand

EXHIBIT 171

89-037079 10/6/89 See or vol. 862, Pg. 380, affidavit

Vol 175 REC82

ASSIGNMENT OF OIL AND GAS LEASE

1013

KNOW ALL MEN BY THESE PRESENTS THAT, THOMAS O. DAHLSTRAND and THEODORA C. DAHLSTRAND, husband and wife, 29900 Lakeland Blvd., Wickliffe, Ohio 44092, hereinafter referred to as "Assignors" do for themselves, their heirs, executors and assigns, by these presents bargain, sell, transfer, assign and convey to W. B. ARMSTRONG, P. O. Box 75, Wooster, Ohio, that portion of the working interest in and to 12⁽¹³⁾ oil and gas leases set forth in "Exhibit A" attached hereto and made a part hereof, together with all personal property used or obtained in connection therewith.

And for the same consideration, the undersigned for themselves and their heirs, successors and representatives do covenant with the said assignee, his heirs, successors or assigns that they are the lawful owners of the said leases and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned have good right and authority to sell and convey the same, and that the said rights, interest and property are free and clear from all liens and encumbrances, and that all rentals and royalties due and payable thereunder have been duly paid, and all conditions necessary to keep the same in full force have been duly performed; and that the assignors will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim same.

IN WITNESS WHEREOF, the undersigned owners and assignors have signed and sealed this instrument this 16 day of November 1971.

Signed in the presence of:

Ala. Tucker
Christ M. Lister

Thomas O. Dahlstrand
Thomas O. Dahlstrand
Theodora C. Dahlstrand
Theodora C. Dahlstrand

STATE OF OHIO }
COUNTY OF Lucas } SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named THOMAS O. DAHLSTRAND and THEODORA C. DAHLSTRAND, husband and wife, to me known as the persons described in and who executed the foregoing instrument and acknowledged that they had executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16th day of November, 1971.

This instrument prepared by:
John T. Wickham
Wooster, Ohio

Ramona E. Wilson
Notary Public
my commission expires May 5, 1973.

EXHIBIT 17J

"EXHIBIT A"

No. of wells LAKE TOWNSHIP, STARK COUNTY

1 Well Briner Lease, Sec. 30, 1/10/65, Vol. 135, Page 660
3/16 Thomas O. Dahlstrand

1 Well Oscar Clovis #1 Lease, Sec. 29 & 32, 5/25/66, Vol. 136, Page 193.
3/16 Thomas O. Dahlstrand

1 Well Coblenz Lease, Sec. 20, 4/10/61, Vol. 125, Page 317
1/8 Thomas O. Dahlstrand

1 Well Louis B. Wise Lease, Sec. 10, 7/25/64, Vol. 133, Page 242.
1/8 Thomas O. Dahlstrand

1 Well A. B. Miller et al, Sec. 30, 3/11/63, Vol. 136, Page 135.
1/16 Thomas O. Dahlstrand

1 Well Vincent #1 Lease, Sec. 20, 7/11/61, Vol. 126, Page 145.
1/16 Thomas O. Dahlstrand

3 Wells Helen C. Wright-Lease, Sec. 19, 4/20/65, Vol. 135, Page 106.
5/16 Thomas O. Dahlstrand - Wright 1
1/16 Thomas O. Dahlstrand - Wright 2
3/16 Theodora Dahlstrand - Wright 2
3/16 Thomas O. Dahlstrand - Wright 3

3 Wells W. H. Hoover Lease, Sec. 28 & 33, 5/4/65, Vol. 135, Page 242.
3/16 Thomas O. Dahlstrand - Hoover 3
3/16 Theodora Dahlstrand - Hoover 1 & 2

1 Well Paul Kamerer (Kamerer-Gardner Le.)
Sec. 29, June 21, 1965, Vol. 135, Page 571.

Robt. Gardner (Kamerer-Gardner Le.)
Sec. 29, June 21, 1965, Vol. 136,
1/4 Thomas O. Dahlstrand

RECEIVED FOR RECORD
JAN 19 1972
at 10:10 a.m. check
REGISTRATION 20 1972
It and, County Recor
170
SUNSHINE

1 Well Robert D. Eaver, Vol. 125, Page 700.
1/16 Thomas O. Dahlstrand

SANDY TOWNSHIP, STARK COUNTY

2 Wells Fox #1 Lease, Sec. 20, April 14, 1965, Vol. 134, Page 693
19/32 Theodora Dahlstrand

2 Wells Garaux Lease, Sec. 20, April 26, 1965, Vol. 135, Page 38.
1/2 Thomas O. Dahlstrand

ASSIGNMENT OF OIL AND GAS LEASE

VOL 184 PAGE 744
STATE OF OHIO

COUNTY OF CUYAHOGA

5759

For value received I, Lawton C. Hedrick, 11720 Edgewater Drive, Lakewood, Ohio, do hereby sell, transfer and set over unto David A. Waldron, Box 271, Wooster, Ohio, his heirs and assigns, an undivided 1/32 of 7/8ths working interest subject to 1/16ths of 7/8ths overriding royalty in the following property:

Merle J. Garaux and Mildred L. Garaux and George H. Garaux and Kathleen Garaux leasehold, situated in Section 20, Sandy Township, Stark County, State of Ohio, recorded in volume 135, page 38, containing 53 acres more or less.

together with all rights and privileges, in law or equity, in and concerning the land described in said lease or intended so to be, and subject to the terms and conditions of the same.

Witness my hand this 29th day of March, 1968.

Lawton C. Hedrick
Lawton C. Hedrick

Witnesses:

Mary A. Bueker
William A. Waldron

STATE OF OHIO

COUNTY OF WAYNE

RECEIVED FOR RECORD
APR 4 1975
at 9:33 o'clock AM
RECORDED - APR 7 1975
In Stark County Records
Vol. 184 Page 744
RINN B. MOTT'S
Fee 2.13

Before me, the undersigned authority, on this day personally appeared Lawton C. Hedrick, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 29th day of March, 1968:

Betty J. Rowland
BETTY J. ROWLAND, Notary Public
WAYNE COUNTY, OHIO
My Commission Expires May 18, 1971

This instrument prepared by Lawton C. Hedrick



EXHIBIT 17K

VOL 186 PAGE 676

RECORDED FOR RECORD
FEB 3 1976
186 676

ASSIGNMENT OIL AND GAS LEASE
1920

Mr. Otto Nozder, whose address is 4771 Twickenham, Evansville, Indiana 47711, hereinafter called the "assignor", for himself, his successors, heirs and assigns, for valuable consideration, the receipt of which is hereby acknowledged, and the covenants and agreements herein contained, does by these presents assign, sell, convey, transfer and set over unto W. B. Armstrong, P. O. Box 75, Wooster, Ohio, his heirs and assigns, all of assignor's right, title and interest in and to the hereinafter described oil and gas lease, being 1/16 of 7/8 working interest of 8/8 gross production, subject to 1/16 overriding royalty of 7/8 in and to a certain oil and gas lease under date of the 26th day of April, 1945 and recorded in Vol. 735, Page 38 of the Lease Records of Perry County.

Garaux Lease
Said oil and gas lease therein being described as situated in the State of Ohio, County of Stark Sandy Township, Section XXX 20 and bounded substantially as follows:
On the North by the lands of E. Bowman & Garaux Bros. Co.
On the East by the lands of Garaux Bros. Co.
On the South by the lands of Grovedale Street
On the West by the lands of Wilfordale Street
Containing 53 acres, more or less, together with all personal property used or obtained in connection therewith and the appurtenances, fixtures and privileges thereto belonging.

Despite the date of this execution, the assignment of production from said lease shall become effective from and after December 15, 1971.

And for the same consideration the assignor does covenant with assignee that he is the lawful owner of the said interest in said lease; the rights and interest thereunder and of the personal property thereon or used in connection therewith; that the assignor has good right and authority to sell and convey the same and that the said rights, interest and property are free from all liens and encumbrances whatsoever and that all rentals and royalties due and payable thereunder have been paid and all conditions necessary to keep the same in full force and effect have been duly performed; and that the assignor will warrant and forever defend the same against all persons whomsoever claiming.

IN WITNESS WHEREOF, the undersigned assignor has signed and sealed this instrument on this the 13 day of March, 1972.
Signed in the presence of: [Signature]

STATE OF Ohio ss.
COUNTY OF Stark

On this 13th day of March, 1972, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared [Signature] to me known as the person described in and who executed the foregoing instrument and acknowledged that he had executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Evansville, Indiana this 12th day of March, 1972.

This instrument prepared by
John T. Wigham
Attorney at Law
Wooster, Ohio

Betty J. Wigham
Notary Public
Evansville, Indiana 3-18-72

EXHIBIT 176

RECEIVED FOR RECORD

FEB 3 1972
FEB 3 1972

VOL 186 PAGE 677

186 477 ✓ ASSIGNMENT OIL AND GAS LEASE
1921 whose address is 2329

2329 Stanford Dr., Wickliffe, Ohio 44092. Hereinafter called the "assignor", for himself, his successors, heirs and assigns, for valuable consideration, the receipt of which is hereby acknowledged, and the covenants and agreements herein contained, does by these presents assign, sell, convey, transfer and set over unto W. B. Armstrong, P. O. Box 75, Wooster, Ohio, his heirs and assigns, all of assignor's right, title and interest in and to the hereinafter described oil and gas lease, being 1/16 of 7/8 working interest of 8/8 gross production, subject to 1/16 overriding royalty of 7/8 in and to a certain oil and gas lease under date of the 26th day of April, 1945 and recorded in Vol. 135, Page 38 of the Lease Records of Perry County.

Garaux Lease

Said oil and gas lease therein being described as situated in the State of Ohio, County of Stark Sandy Township, Section 20 and bounded substantially as follows:

- On the North by the lands of E. Bowman & Garaux Bros. Co.
- On the East by the lands of Garaux Bros. Co.
- On the South by the lands of Grovedell Street
- On the West by the lands of Willowdale Street

Containing 53 acres, more or less, together with all personal property used or obtained in connection therewith and the appurtenances, fixtures and privileges thereto belonging.

Despite the date of this execution, the assignment of production from said lease shall become effective from and after December 15, 1971.

And for the same consideration the assignor does covenant with assignee that he is the lawful owner of the said interest in said lease, the rights and interest thereunder and of the personal property thereon or used in connection therewith; that the assignor has good right and authority to sell and convey the same and that the said rights, interest and property are free from all liens and encumbrances whatsoever and that all rentals and royalties due and payable thereunder have been paid and all conditions necessary to keep the same in full force and effect have been duly performed; and that the assignor will warrant and forever defend the same against all persons whomsoever claiming.

IN WITNESS WHEREOF, the undersigned assignor has signed and sealed this instrument on this the 14 day of March, 1972.

Signed in the presence of:
Ramona E. Wilson
Daniel M. Patton

STATE OF Ohio)
COUNTY OF Stark) ss.

On this 14 day of March, 1972, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared W. B. Armstrong to me known as the person described in and who executed the foregoing instrument and acknowledged that he had executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Wickliffe, Ohio this 14 day of March, 1972.

This instrument prepared by
John T. Wigham
Attorney at Law
Wooster, Ohio

Ramona E. Wilson
Notary Public
My Commission expires May 5, 1973.

EXHIBIT 17M

RECEIVED FOR RECORDS
FEB 2 - 1976
FEB 3 - 1976
186-678

ASSIGNMENT OIL AND GAS LEASE
1922

Mr. Finis Carlson, whose address is 2112 Acacia Park Dr., Lyndhurst, Ohio 44124, hereinafter called the "assignor" for himself, his successors, heirs and assigns, for valuable consideration, the receipt of which is hereby acknowledged, and the covenants and agreements herein contained, does by these presents assign, sell, convey, transfer and set over unto W. B. Armstrong, P. O. Box 75, Wooster, Ohio, his heirs and assigns, all of assignor's right, title and interest in and to the hereinafter described oil and gas lease, being 1.116 of 7/8 working interest of 8/8 gross production, subject to 1/16 overriding royalty of 7/8 in and to a certain oil and gas lease under date of the 26th day of April 1965 and recorded in Vol. 135, Page 38 of the Lease Records of Perry County.

Gardux Lease

Said oil and gas lease therein being described as situated in the State of Ohio, County of Stark, Sandu Township, Section 20 and bounded substantially as follows:

- On the North by the lands of E. Bowman & Gardux Bros. Co.
- On the East by the lands of Gardux Bros. Co.
- On the South by the lands of Grovedell Street
- On the West by the lands of Willowdale Street

Containing 53 acres, more or less, together with all personal property used or obtained in connection therewith and the appurtenances, fixtures and privileges thereto belonging:

Despite the date of this execution, the assignment of production from said lease shall become effective from and after December 15, 1971.

And for the same consideration the assignor does covenant with assignee that he is the lawful owner of the said interest in said lease, the rights and interest thereunder and of the personal property thereon or used in connection therewith; that the assignor has good right and authority to sell and convey the same and that the said rights, interest and property are free from all liens and encumbrances whatsoever and that all rentals and royalties due and payable thereunder have been paid and all conditions necessary to keep the same in full force and effect have been duly performed; and that the assignor will warrant and forever defend the same against all persons whomsoever claiming.

IN WITNESS WHEREOF, the undersigned assignor has signed and sealed this instrument on this the 15th day of March, 1972.

Signed in the presence of:

Glenn K. Peterson
Walter M. Derr

Finis Carlson

STATE OF Ohio
COUNTY OF Campbell

On this 15th day of March, 1972, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared Finis W. Carlson to me known as the person described in and who executed the foregoing instrument and acknowledged that he had executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chillicothe, Ohio this 15th day of March, 1972.

This instrument prepared by
John T. Wigham
Attorney at Law
Wooster, Ohio.

Glenn K. Peterson
Notary Public

EXHIBIT 17N

FEB 2 1978
FEB 3 1978
116 679

ASSIGNMENT OF OIL AND GAS LEASE

Miss Ramona Wilson, whose address is 36075
K. Larney Wilfongh, Ohio 44094, hereinafter called the "assignor",
for himself, his successors, heirs and assigns, for valuable consideration, the receipt
of which is hereby acknowledged, and the covenants and agreements herein contained,
does by these presents assign, sell, convey, transfer and set over unto W. B. Armstrong,
P. O. Box 75, Wooster, Ohio, his heirs and assigns, all of assignor's right, title and
interest in and to the hereinafter described oil and gas lease, being 1/16 of 7/8
working interest of 8/8 gross production, subject to 1/16 overriding royalty of 1/8
in and to a certain oil and gas lease under date of the 26th day of April 1965
and recorded in Vol. 135, Page 38 of the Lease Records of Perry
County:

Garoux Lease

Said oil and gas lease therein being described as situated in the State of Ohio
County of Stark Township, Section 20
and bounded substantially as follows:

- On the North by the lands of E. Bowman & Garoux Bros. Co.
- On the East by the lands of Garoux Bros. Co.
- On the South by the lands of Grovedale Street
- On the West by the lands of Willowdale Street

Containing 53 acres, more or less,
together with all personal property used or obtained in connection therewith and the
appurtenances, fixtures and privileges thereto belonging.

Despite the date of this execution, the assignment of production from said lease
shall become effective from and after December 15, 1971.

And for the same consideration the assignor does covenant with assignee that he
is the lawful owner of the said interest in said lease, the rights and interest thereunder
and of the personal property thereon or used in connection therewith; that the assignor
has good right and authority to sell and convey the same and that the said rights, interest
and property are free from all liens and encumbrances whatsoever and that all rentals
and royalties due and payable thereunder have been paid and all conditions necessary to
keep the same in full force and effect have been duly performed; and that the assignor
will warrant and forever defend the same against all persons whomsoever claiming.

IN WITNESS WHEREOF, the undersigned assignor has signed and sealed this
instrument on this the 11th day of March 1972

Signed in the presence of:
Miss Wilson
Miss Bill

STATE OF Ohio ss.
COUNTY OF Lucas

On this 11th day of March 1972, before me, the undersigned, a
Notary Public in and for said county, in the State aforesaid, personally appeared
Miss Wilson, to me known as the person described
in and who executed the foregoing instrument and acknowledged that he had executed
the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
Cincinnati, Ohio, this 11th day of March 1972.

This instrument prepared by
John T. Wigham,
Attorney at Law
Wooster, Ohio
Marilyn D. D...
Notary Public

EXHIBIT 170

ASSIGNMENT OF WORKING INTEREST

KNOW ALL MEN BY THESE PRESENTS, that John Snead, Jr. of 22904 W. Lake Rd., Bay Village, OH, 44140 hereinafter referred to as Assignor, for One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby assign, bargain, sell, transfer and set over unto:

David A. Waldron
430 North Market St.
P.O. Box 776
Wooster OH 44691

the working interest in the following wells as described below:

WELL NAME	WORKING INTEREST TO BE ASSIGNED	UNIT ACRES	COUNTY	TOWNSHIP	LEASE RECORD	
					VOL	PG
Garoux 2	6.25%	53	Stark	Sandy	135	38

This Assignment as made is SUBJECT to all terms and conditions of the above referenced leases.

This Assignment is made with covenants of General Warranty.

Executed this 31st day of OCTOBER, 1991

WITNESS:

John E. Waldron

John E. Waldron

John Snead, Jr.

John Snead, Jr., Assignor

STATE OF Ohio)
COUNTY OF Cuyahoga) SS

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DEED	
GRANT	
RECEIPT	

On this 31st day of October, 1991, before me a Notary Public in and for said State and County personally appeared John Snead, Jr., who acknowledged that he did sign the foregoing instrument and that it is his free act and deed. Witness my hand and seal.

Carole S. Menchin
Notary Public
CAROLE S. MENCHIN
Notary Public - State of Ohio, Cuyahoga County
My Commission Expires Feb. 27, 1996

This Instrument Prepared by David A. Waldron & Assoc., Inc., Wooster OH

RECEIVED FOR RECORD
AND RECORDED
NOV 18 1991
at 10.00 ... 6' clock
in Stark County
OFFICIAL RECORDS
JANE VIGORS
Recorder Fee 10.00
11.00

EXHIBIT 17P

239

048984

VOL 1143 PAGE 298

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS, that David A. Waldron of 430 North Market, Wooster, OH, 44691 hereinafter referred to as Assignor, for One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby assign, bargain, sell, transfer and set over unto:

BELDEN & BLAKE CORPORATION
7555 Freedom Ave. NW
P.O. Box 2500
North Canton, OH 44720

the overriding royalty interest in the following wells as described below:

LEASE NAME	OVERRIDING ROYALTY TO BE ASSIGNED	ACRES	COUNTY	TOWNSHIP	LEASE RECORD VOL	PG
Fox Lease	2.734%	80	Stark	Sandy	134	693
Garaux Lease	2.734%	53	Stark	Sandy	135	38

This Assignment as made is SUBJECT to all terms and conditions of the above referenced leases.

This Assignment is made with covenants of General Warranty.

Executed this 25th day of November, 1991

WITNESS:
William Johnson
Marilee Allison

David A. Waldron
David A. Waldron, Assignor

STATE OF Ohio)
COUNTY OF Wayne) SS

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CURR'D	3

On this 25th day of November, 1991, before me a Notary Public in and for said State and County personally appeared David A. Waldron, who acknowledged that he did sign the foregoing instrument and that it is his free act and deed. Witness my hand and seal.

Marilee Allison
Notary Public

Marilee Allison
Notary Public State of Ohio
My Commission Expires 2/20/96

This Instrument Prepared by David A. Waldron & Assoc., Inc., Wooster OH

RECORDED THIS DATE
JANE VIGNOS
STARK COUNTY RECORDER
91 DEC 23 PM 1:59
10.00
FEE 2.50 @ CR
19.00

EXHIBIT 179

239

048985

VOL 1143 PAGE 299

ASSIGNMENT OF WORKING INTEREST

KNOW ALL MEN BY THESE PRESENTS, that Lynette Waldron of 430 North Market, Wooster, OH, 44691 hereinafter referred to as Assignor, for One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby assign, bargain, sell, transfer and set over unto:

BELDEN & BLAKE CORPORATION
7555 Freedom Ave. NW
P.O. Box 2500
North Canton, OH 44720

the working interest in the following wells as described below:

LEASE NAME	WORKING INTEREST TO BE ASSIGNED	ACRES	COUNTY	TOWNSHIP	LEASE RECORD VOL	PG
Fox Lease	81.25%	80	Stark	Sandy	134	693
GarauX Lease	75.00%	53	Stark	Sandy	135	38

This Assignment as made is SUBJECT to all terms and conditions of the above referenced leases.

This Assignment is made with covenants of General Warranty.

Executed this 25 day of November, 1991

WITNESS

David Waldron
Marilee Allison

Lynette Waldron
Lynette Waldron, Assignor

STATE OF Ohio)
COUNTY OF Wayne) SS

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COMPT	30

On this 25th day of November, 1991, before me a Notary Public in and for said State and County personally appeared Lynette Waldron, who acknowledged that he did sign the foregoing instrument and that it is his free act and deed. Witness my hand and seal.

Marilee Allison
Notary Public

Marilee Allison
Notary Public State of Ohio
My Commission Expires 2/20/96

This Instrument Prepared by David A. Waldron & Assoc., Inc., Wooster OH

RECORDED THIS DATE
JANE VIGHOS
STARK COUNTY RECORDER

91 DEC 23 PM 1:59
10.00
FEE 3.00 @ CR
13.00

EXHIBIT 17R

239

048986

VOL 1143 PAGE 300

ASSIGNMENT OF WORKING INTEREST

KNOW ALL MEN BY THESE PRESENTS, that David A. Waldron of 430 North Market, Wooster, OH, 44691 hereinafter referred to as Assignor, for One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby assign, bargain, sell, transfer and set over unto:

BELDEN & BLAKE CORPORATION
7555 Freedom Ave. NW
P.O. Box 2500
North Canton, OH 44720

the working interest in the following wells as described below:

LEASE NAME	WORKING INTEREST TO BE ASSIGNED	ACRES	COUNTY	TOWNSHIP	LEASE RECORD VOL	PG
Fox Lease	18.75%	80	Stark	Sandy	134	693
Garaux Lease	25.00%	53	Stark	Sandy	135	38

This Assignment as made is SUBJECT to all terms and conditions of the above referenced leases.

This Assignment is made with covenants of General Warranty.

Executed this 25th day of November, 1991

WITNESS
[Signature]
[Signature]

[Signature]
David A. Waldron, Assignor

STATE OF Ohio)
COUNTY OF Wayne) SS

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COMPTD	158

On this 25th day of November, 1991, before me a Notary Public in and for said State and County personally appeared David A. Waldron, who acknowledged that he did sign the foregoing instrument and that it is his free act and deed. Witness my hand and seal.

[Signature]
Notary Public

Marilee Allison
Notary Public State of Ohio
My Commission Expires 2/28/96

This Instrument Prepared by David A. Waldron & Assoc., Inc., Wooster OH

RECORDED THIS DATE
JANE VIGNOS
STARK COUNTY RECORDER
91 DEC 23 PM 1:59
10.00
FEE 2.00 (2, CC)
12.00

EXHIBIT 178

of July, 1940, the balance of said principal sum with interest thereon; and with interest after maturity as set forth in said note. Additional payments of not less than One Hundred Dollars (\$100), at any one payment, in multiples of the monthly instalment of principal, may be made on the principal at any interest-payment date, and the amount so paid shall be credited on said principal. And the parties to this agreement hereby consent to said extension and agree that said mortgage shall continue a first lien upon said premises, and that said note and mortgage and all their covenants and conditions shall remain in force except as herein modified. In Witness Whereof the said Charles P. Bevington and Sadie L. Bevington, husband & wife, have hereunto set their hands this 1st day of July, 1930.

Witness:

Mildred G. English
Margaret A. Ferris

Charles Bevington (SEAL)
Sadie L. Bevington (SEAL)

State of Ohio, County of Stark, ss: On this first day of July, 1930, before me personally appeared Charles P. Bevington and Sadie L. Bevington, husband & wife, to me personally known to be the persons described in and who executed the foregoing instrument, and to whom I made known the contents thereof and acknowledged that they executed the same as their free and voluntary act and deed, for the uses and purposes therein expressed. In Testimony Whereof I have hereunto set my hand and affixed my official seal at my office in Canton, Ohio, the day and year last above written.

My term expires May 15, 1932.

Margaret A. Ferris (SEAL) Notary Public
(Margaret A. Ferris)

Received for Record July 21, 1930.

At 10:50 A. M.

Recorded Sept. 10, 1930.

Jeannette Smith, Recorder.

#312700---\$1.25
M. Frank & M. Z. Staudt
to
The State of Ohio

EASEMENT FOR HIGHWAY PURPOSES. KNOW ALL MEN BY THESE PRESENTS.

That M. Frank & M. Z. Staudt, the Grantor-, for and in consideration of the sum of One no/100 Dollars (\$1.00) and for other good and valuable considerations to them paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Sandy Township, Stark County, Ohio, Section N. E. 1/4 21, Town 17, Range 7, and bounded and described as follows; PARCEL NO. 71. Beginning at two points in the property line between said party of the first part and S. Seacrist, which said property line passes through station 16 plus 95.75 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 The Douglas Realty Co. running thence in a Northeasterly direction, 298.85 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 33 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 Shanks Sub. #1, which said property lines pass through station 19 plus 95 in the center line of said survey, said points being the intersection 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 The Douglas Realty Co., as shown by plans on file in the office of the Department of

EXHIBIT 18

Highway, Columbus, Ohio. It is understood that the strip of land above described is not to be in excess of 33 feet in width, except as hereinafter stipulated on sheet, and contains 0.25 acres, more or less, of which the present road occupies 0.22 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 whatsoever. And for the consideration aforesaid, Theresa C. Frank, and Elizabeth M. Staudt, hereby relinquishes to said Grantee, its successors and assigns, all right and expectancy of dower in the above described premises. IN WITNESS WHEREOF M. Frank, R. Z. Staudt, Theresa C. Frank, and Elizabeth M. Staudt, have hereunto set their hands, the 2nd day of May, in the year of our Lord one thousand nine hundred and thirty.

Signed and sealed in the presence of: M. Frank
W. C. Lane R. Z. Staudt
Henrietta I. Mathis Theresa C. Frank
Elizabeth M. Staudt

State of Ohio, Stark County, SS: Before me, a Notary Public, in and for said County and State, personally appeared the above named M. Frank, R. Z. Staudt, Theresa C. Frank, & Elis. M. Staudt, 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 2nd day of May, A. D., 1930.

W. C. Lane SEAL
W. C. Lane Notary Public

Received for record July 24, 1930

At 8-50 A. M.

Recorded Sept. 11, 1930

Transfer not necessary
J.M. - E.B.

Jeanette Smith--Recorder

#312704---\$1.25

Amos H. and Lydia C. Tilton
to
The State of Ohio.

EASEMENT FOR HIGHWAY PURPOSES. KNOW ALL MEN BY THESE PRESENTS:

That A. H. Tilton, the Grantor, for and in consideration of the sum of One, no/100 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 Sandy Township, Stark County, Ohio, Section E. E. 1/4 6, Town 17, Range 7, and bounded and described as follows: PARCEL NO. 52- Beginning at two points in the property line between said party of the first part and A. Hindchen, which said property line passes through station 235 plus 18 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 M. H. Frank, running thence in a north-westerly direction, 56.0 feet in and through the property 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 33

part have hereunto set their hand and seal the day and year first above written.

Signed and acknowledged in the presence of

Ralph M. Limbach
Mrs. Mae Limbach

H. S. Cunningham
H. B. Schaub

The State of Ohio, Stark County, ss.

Before me, a Notary Public in and for said County, personally appeared the above named Ralph M. Limbach and Mrs. Mae Limbach who acknowledged that they did sign the within instrument and that the same is their free act and deed. IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 28th day of October A. D. 1928.

Henry B. Schaub (Seal)
Notary Public

Received for Record Nov. 19, 1928
At 9:48 A. M.
Recorded Dec. 12, 1928

Jeanette Smith -- Recorder

Vol. 834 Pg 118

RECORDED - \$1.25

I. R. S. \$.50

Floecie B. Schenk

vs.

The Ohio Power Co.

NO - 31- 32 - 32 Dehonk 340

THIS INSTRUMENT, made this 4th day of November 1928 by and between Floecie B. Schenk and (unmarried) of the County of Stark in the State of Ohio, party of

of Stark in the State of Ohio, party of the first part, and The Ohio Power Company, a corporation organized and existing under the laws of the state of Ohio, party of the second part, WITNESSETH: That for and in consideration of the sum of One (\$1.00) Dollars in hand paid to the party of the first part by the party of the second part, the receipt of which is hereby acknowledged, said party of the first part hereby grants, bargains, sells, conveys, and warrants to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees and tenants to construct, erect, operate and maintain a line or lines for the purpose of transmitting electric or other power and a telegraph or telephone line or lines, along the following described lands situated in Sandy Township, in the County of Stark in the State of Ohio, and part of Section No. 21 Township No. 2 and Range No. 3 W and bounded: On the North by the lands of E. D. Wilson and the Public Highway; On the East by the Public Road; On the South by the lands of Waynesburg Grove Addition; On the West by the lands of Ebiokers 1 and 2 are attached hereto and made a part of this Agreement. This Easement is for a pole line only to be erected on a public highway. Grantee shall not suffer or permit any fence or gate opened by it to remain open, nor permit any adjacent to this farm. TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above described premises, to cut and remove from said premises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and

Filed to the office of the Recorder at 1102 Western Building, Columbus, Ohio, within thirty days after such payment is made. If grantor and grantee cannot agree on the amount of taxes, the same shall be estimated. Any taxes not so paid shall be paid for by said grantor, when the grantor's land is sold, at the market value in vicinity.

EXHIBIT 19

herein granted, provided however, the said The Ohio Power Company, its successors or assigns shall further pay to me or my heirs or assigns, the sum of \$1.00 for each pole, erected on said lands, hereinafter described, from time to time, whenever and as soon as any poles are erected thereon, and this indenture contains all agreements, expressed or implied, between the parties hereto. TO HAVE AND TO HOLD the same unto said party of the second part its successors and assigns. IN WITNESS WHEREOF, the party of the first part has hereunto set her hand and seal the day and year first above written.

Signed and acknowledged in the presence of: Elonnie B. Schenk

R. S. Cunningham
Hazel J. Read

The State of Ohio, Stark County, ss.

Before me, a Notary Public in and for said County, personally appeared the above named I D. Schenk who acknowledged that she did sign the within instrument and that the same is her act and deed. IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this day of November 1, D. 1928.

Hazel J. Read (Seal)
Notary Public

Received for Record Nov. 19, 1928

At 9:45 A. M.

Recorded Dec. 12, 1928

Jeannette Smith -- Recorder

#286288 - \$1.25

I. H. S. \$4.00

S. I. Howling et ux
to

The Ohio Power Co.

#28 - 244 Howling

THIS INDENTURE, made this 26th day of October by and between S. I. Howling and Mary E. Be his wife of the County of Stark, in the State of Ohio, parties of the first part, and The Ohio Power Company, a corporation organized and existing under the laws of the State of Ohio, of the second part, WITNESSETH: That for and in consideration of the sum of One (\$1.00) in hand paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, said parties of the first part hereby grant, bargain, sell, convey and warrant to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part its successors, assigns, licensees and tenants to construct, erect, operate and maintain poles or lines for the purpose of transmitting electric or other power and a telegraph or talk line or lines in, on, along, over, through or across the following described lands situate in Paris Township in the County of Stark in the State of Ohio, and part of Section No. 19 of Range No. 17 E and Range No. 6 W and bounded: On the North by the lands of G. & R. Dager and the Public Highway; On the East by the lands of Chas. E. Kleits and Chas. M. Unkefer; On the South by the lands of G. & L. E. Hill; On the West by the Public Highway at al. Stickers 1 and 2 are attached hereto and made a part of this Agreement. This Easement is for a pole line

1. Grantee shall not suffer or permit any fence or gate opened by it to remain open, nor let any stock to come upon nor escape from the land herein described through any fence or gate opened by it. Grantee shall immediately repair or replace all fences, gates, drains and dit injured or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation

#454969
 Name and Address
 Mrs. Priscilla Russ
 John Russ
 R. D. WAZAREWICZ, Ohio
 Est. No. 20-0
 Map No. 348
 Div. No. 4181-242-D1
 CHIEF OF BUREAU, ADJUD. RE-252

7/15/41
 JB DB

This Indenture, made this 11 day of March 1941
 by and between Priscilla Russ and John Russ, her husband

his wife (or was married) of the County of Stark, in the State of Ohio,
 part 1st of the first part, and THE OHIO POWER COMPANY, a corporation organized and existing under the laws of the State of Ohio, party of the second part.

Witnesseth: That for One Dollar (\$1.00) in hand paid to the part 1st of the first part by the party of the second part, the receipt of which is hereby acknowledged, and the contemplated plan of furnishing service in the vicinity, said part 1st of the first part hereby grant, bargain, sell, convey, and warrant to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain lines of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across and also along any highway as now or hereafter laid out or widened, abutting the following described lands situated in Sandus Township, in the County of Stark, in the State of OHIO, and part of Section No. 21 Township No. 17N and Range No. 7W and bounded:

On the North by lands of Wm. Kloppman, E. B. Wilson, E. Long
 On the East by lands of Highland Acres
 On the South by lands of Weynesburg Grove, Inc. Robertson, et al
 On the West by lands of Wm. Robertson, et al

Grantee will immediately repair or replace all fences, gates, ditches and dikes injured or destroyed by it on said premises or pay Grantor all damages done to the fences, ditches, dikes, swales and stock on the premises herein described, caused by the construction, operating and maintenance of said lines. All claims for damages caused by the operation and maintenance of said lines, shall be made at the office of the Grantor at 21 South First Street, Newark, Ohio, or mailed to P. O. Box 211, Newark, Ohio, within thirty days after each damage occurs. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrator. Any money due will be paid for by United States, using Postmaster's Letter Book, at the market price in validity, and this Indenture contains all agreements, expressed or implied, between the parties hereto.

To Have and to Hold the same unto said party of the second part, its successors and assigns.
 In Witness Whereof, the part 1st of the first part hereunto set their hand the day and year first above written.

Signed and Acknowledged in the presence of:
 S. P. Kozlowski
 E. K. Johns

THE STATE OF OHIO,
 Stark County, ss.
 Before me, Notary Public

in and for said County, personally appeared the above named, Priscilla Russ and John Russ who acknowledged that they did sign the within instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 11 day of March A. D. 1941.
 My commission expires May 7, 1941
 THE STATE OF OHIO, Stark County, Ohio Notary Public.

Before me, Notary Public

in and for said County, personally appeared the above named who acknowledged that they did sign the within instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 11 day of March A. D. 1941.
 My commission expires July 25, 1941
 THE STATE OF OHIO, Stark County, Ohio Notary Public.

Before me, Notary Public

in and for said County, personally appeared the above named who acknowledged that they did sign the within instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 11 day of March A. D. 1941.
 My commission expires July 25, 1941
 THE STATE OF OHIO, Stark County, Ohio Notary Public.

Received for Record at 9:20 A.M. July 25, 1941
 Recorded in Deed Records Sept 3, 1941
 Volume 1217 Page 527
 Frank J. Sniader Receiver of Stark County State of Ohio
 Amt. \$ 25
 OS/ur

Vol. 1237 Pg 527

EXHIBIT 20

#191196 9-18-67 See Vol 144 Page 323 of Record

138495

COAL LEASING AGREEMENT

91 221

For and in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations, which sum is herewith acknowledged, WE

Chas. M. Johnson and Florence E. Johnson, husband and wife residing at Wagonsburg, County of Stark and State of Ohio hereinafter designated as the Lessor and Nelson C. Ralph and Associates of 315 Cole Avenue, North Canton, Ohio hereinafter designated as the Lessee do herewith execute the agreement shown in the Caption.

The Lessor does herewith grant, let and lease, for the ^{purpose} of ~~or strip~~ mining all the No. 5 and No. 6 veins of coal that may be mined by the strip mining method, underlying approximately ninety (90) acres, more or less of our land which is described as follows:

Situated in the Township of Sandy, County of Stark and State of Ohio, containing ninety and twelve one hundredths (90.12) acres of land, and being the same premises conveyed by Warranty Deed from Priscilla Hulse to Florence E. Johnson, dated September 20th, 1947 and recorded in Vol. 1692, Page 324 of the Deed Records of Stark County, Ohio.

The Lessee agrees to pay to the Lessor a royalty of Twenty-Five (25) cents per net ton of 2000 lbs.; for all coal mined and removed from the within mentioned premises. Said royalty payments to be made on or before the fifteenth (15) day of each and every month, for the previous month's operations.

Operations to be continuous, unless interrupted by fire, floods, strikes or other causes beyond the control of the Lessee.

It is understood and agreed by both the Lessor and the Lessee that the Lessee shall in no way be held liable for any damage to the surface of the land, either on or under same, or to the present water supply, and the Lessee shall have the right to build and maintain whatever roads or buildings that may be deemed necessary by the Lessee. The Lessee shall be allowed free and uninterrupted access to and from the property at all times during the life of this leasing agreement, and the Lessee is permitted to enter in and upon said property for the purpose of testing the coal deposit underlying the land.

The Lessee further agrees to pay the Lessor the sum of one (1) cent per ton of 2000 lbs. for all coal brought over said property of the Lessor from adjoining

lands. ~~It is further understood and agreed by the parties hereto that Lessee shall have the right to sell, lease or otherwise dispose of all usable clay included on the within described premises and that such clay shall be removed by the person, firm or company to whom sold, leased or otherwise disposed of at such time or times as may be mutually agreeable with the Lessee herein taking into consideration the most advantageous and expedient methods of removing both the said clay and coal.~~ It is further understood and agreed by the parties hereto that Lessee shall have the right to sell, lease or otherwise dispose of all usable clay included on the within described premises and that such clay shall be removed by the person, firm or company to whom sold, leased or otherwise disposed of at such time or times as may be mutually agreeable with the Lessee herein taking into consideration the most advantageous and expedient methods of removing both the said clay and coal.

EXHIBIT 21

Continued from January 28, 1944

For value received, we hereby sell, assign, transfer and get over the within mentioned agreement to George Harlow and the Lessee of the above described property. Witness: Florence E. Johnson, Charles M. Johnson, Nelson C. Ralph. This is the 21st day of December, 1944.

91 222

Should this agreement be executed within ten days after tests are made the Lessee or his assigns will then and there pay to the Lessor (as good faith) the sum of Five Hundred (\$500.00) which is to be applied on the royalty and operations must begin on, by or before the first day of April, 1948.

If for any reason the mining of said coal becomes unprofitable at any time, and the Lessee can have his opinion verified by experienced operators he shall have the right to cease operations and return this agreement to the Lessor.

The Lessee shall have ninety (90) days from the date of the return of the agreement in which to remove all of his equipment, buildings, etc.

So long as the mutual covenants are adhered to this indenture shall be and remain in force and binding upon the heirs, executors and assigns of the several parties hereto, until such time as in the opinion of the Lessee all of the mine-able coal has been removed from the within mentioned land.

IN WITNESS WHEREOF, we have hereto set our hands and seal this 21st day of December, A. D. 1944.

Witness *Anna M. Ralph* Lessor *Florence E. Johnson*
Witness *L. Russell Ahe* Lessor *Charles M. Johnson*
Witness _____ Lessee *Nelson C. Ralph*
For N. C. Ralph & Associates

State of Ohio }
County of Stark } SS

Before me, a Notary Public in and for said County and State personally appeared *Florence E. Johnson, Charles M. Johnson & Nelson C. Ralph* who acknowledged they did sign the foregoing agreement and that same was their free act and deed. Sworn to before me and signed in my presence this *21st* day of *December* A. D. 1944.

L. Russell Ahe
Notary Public.

In consideration of the receipt of ONE (1.00) DOLLAR and other good and valuable considerations I, Nelson C. Ralph, for Nelson C. Ralph and Associates herewith assign, sell, transfer and set over all my/our right, title, claim and interest in the within mentioned Coal Lease Agreement to _____

RECEIVED FOR RECORD
FEB 5 1948
RECORDED FEB 5 1948
In Stark County Records
Vol. 91 Page 222
J. J. NEWCOMER
Recorder

Continued from January 28, 1944
I hereby certify that I am a Notary Public in and for said County and State and that I have personally appeared the above named parties who acknowledged that they signed the foregoing instrument and that they were at that time of legal age and of sound mind and that they were duly qualified to execute the same. Witness my hand and seal at _____ this 25th day of January, 1949.

191696

AFFIDAVIT

RECEIVED FOR RECORD
 SEP 18 1967
 at 3:26 o'clock P.M.
 RECORDED SEP 19 1967
 In Stark County Records
 Vol. 149 Page 323
 KENNETH E. NOTER
 Recorder Fee

149 323

Elmer C. Garoux and Ruth E. Sweigert being first duly sworn according to law depose and say that they did as trustees of George Garoux trust acquire by Warranty Deed dated March 26, 1964 and recorded in Vol. 3005, Pg. 525 of the Stark County Ohio Deed Records eighty acres of land being the west one half of the Northeast Quarter of Section 20, Township 17 (Sandy), Range 7 Stark County Ohio, also 20 acres of land more or less situated in the east one half of the south one half of the north one half of the Northwest Quarter of Section 20, Township 17, (Sandy), Range 7 Stark County Ohio, excepting .56 of an acre of land off the entire east side thereof, also 353/1000 of an acre plus 178/1000 of land being part of the west half of the south half of the north half of the Northwest Quarter of Section 20, Township 17 (Sandy), Range 7 Stark County Ohio, also by Warranty Deed dated March 26, 1964 recorded in Vol. 3005, Pg. 529 of the Stark County Ohio Deed Records, they did acquire title to eighty acres of land being the east one half of the Northeast Quarter of Section 20, Township 17 (Sandy), Range 7 Stark County Ohio; also by Certificate of Transfer dated March 30, 1964 and recorded in Vol. 3002, Pg. 592, of the Stark County Ohio Deed Records there was transferred to these affiants as trustees under the last will and testament of George Garoux, deceased, 30.12 acres of land in the Northwest Quarter of Section 21, Sandy Township, Stark County Ohio. That since the date of the transfer to them of the real estate herein above referred to, there has been no mining or exploring for coal, clay or other minerals or drilling for oil or gas or minimum royalties paid to them under the terms and provisions of the following listed leases:

1. James Carson to Geo. C. Reis, Lease Record 1, Pg. 488.
2. R. E. Bowman and Margaret Bowman, his wife, to The Natural Gas Company of West Virginia, Lease Record 31, Pg. 84.
3. William Kloppman and Elizabeth J. Kloppman, his wife, to The Natural Gas Company of West Virginia, Lease Record 31, Pg. 75.
4. William Kloppman and Elizabeth J. Kloppman, his wife to Harry W. Shiltz and Howard N. Ronshong, Lease Record 72, Pg. 392.
5. Frank Robertson and Lucretia Robertson, husband and wife, to The Natural Gas Company of West Virginia, Lease Vol. 31, Pg. 281.

DONALD W. SEIPLE
 ATTORNEY AT LAW
 400 PEOPLES-MERCHANTS
 TOWER BUILDING
 CANTON 2, OHIO

EXHIBIT 21A

VOL 149 PAGE 324

- 6. Lucretia Robertson, widow, et al, to The East Ohio Gas Company, Lease Vol. 35, Pg. 146.
- 7. John E. Weis and Lucetta Weis to Nelson C. Ralph and The Associates, Lease Vol. 91, Pg. 237.
- 8. Garaux Brothers' Company to Metropolitan Brick, Inc., Lease Record 121, Pg. 533.
- 9. Charles M. Johnson and Florence E. Johnson, husband and wife, to Nelson C. Ralph and The Associates, Lease Vol. 91, Pg. 221.

Further affiants saith not

Elmer C. Garaux
 Elmer C. Garaux

Ruth E. Sweigert
 Ruth E. Sweigert

LAW OFFICE, 200 N. ZIMMERMAN ST., CANTON, OHIO

STATE OF OHIO SS
STARK COUNTY

Elmer C. Garaux being first duly sworn according to law depose and say that all the statements made in the foregoing affidavit are true.

James H. Lamm
 Notary Public

STATE OF OHIO SS
STARK COUNTY

Ruth E. Sweigert being first duly sworn according to law depose and says that all the statements made in the foregoing affidavit are true.

Katherine T. Dunbar
 Notary Public
 Katherine T. Dunbar, Notary Public, Stark County, Ohio
 My Commission Expires July 28, 1953

DONALD W. SEIPLE
ATTORNEY AT LAW
200 N. ZIMMERMAN ST.
CANTON, OHIO

67342

VOL. 2564 PAGE 125

RIGHT OF WAY

For and in Consideration of One Dollar to her in hand paid, receipt of which is hereby acknowledged; and the further consideration of One Dollar (1.00) per linear rod, to be paid when such grant shall be used or occupied

Ida GARBAUX, a widow

(hereinafter called the Grantor...) do hereby grant to THE OHIO FUEL GAS COMPANY (hereinafter called the Company); its successors and assigns, the right to lay a pipe line over and through the premises hereinafter described, and to maintain, operate without restriction or limitation, repair, replace and remove same, together with valves and other necessary appurtenances on lands in ~~1000~~ N.W. 1/4 Section 21 Sandy Township

Stark County, Ohio, situated in Qr. Twp. No. Township No. 17 Range No. 7 and bounded as follows:

On the North by lands of H. Bahrlaen, Earl D. Wilson
On the East by N.W. 1/4 Goodland Acres Allotment
On the South by lands of G. and M. Hoy
On the West by lands of The Garaux Brothers Company

and containing 28.12 acres, more or less, with the right of ingress and egress to and from the same. The Grantor may use and enjoy the said premises, subject to the rights herein granted to the Company. All pipe, except where risers with attached valves may become necessary, shall be buried so as not to interfere with the cultivation of the land. The Company shall pay any damages which may arise to crops and fences from the laying, maintaining, operating, repairing, replacing and final removing of said pipe line. Said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, her heirs or assigns, one by the Company, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive. The Company shall be responsible for the payment of a reasonable amount for such damages, and the maintenance of the pipe line, and shall be liable for the cost of the pipe line, valves, risers, and other appurtenances. The Company may replace or change the size of its pipes, without interruption to service, by paying the damages, if any, to crops and fences which may arise in making such change. Said pipe line shall enter the above said premises at a point on the South property line, said point being Six Hundred Seventy Five Feet West of the Southeast corner of said farm, thence said pipe line shall continue North 40 degrees 11 minutes East a distance of Thirteen Hundred Fifty feet to a point, thence North 27 degrees 37 minutes East to the North property line of said farm. Construction right of way shall be limited to One Hundred feet in width. At a point where said pipe line shall cross a road used for ingress and egress to said farm, the Company agrees to cause said section of pipe and shall hold the said Grantor free from any damage whatsoever which may arise from heavy equipment crossing said section of pipe line.

Payment of all money due Grantor hereunder may be made to Ida GARBAUX by check made payable to her order and mailed to her at Dayton Ohio.

In Witness Whereof, the Parties hereto have hereunto set their hands this 14th day of JULY 1958 Signed and acknowledged in the presence of:

Handwritten signatures of witnesses

Ida Garaux, a widow



RECEIVED FOR RECORD
AUG 18 1958
RECORDED AUG 19 1958
In Stark County Ohio
Vol. 2564 Page 125
KENNETH C. MOTTS Recorder Fee 70

STATE OF OHIO
COUNTY OF Stark
Personally appeared before me, Notary Public, in and for said County Ida Garaux, a widow

who acknowledged the signing of the foregoing instrument to be her 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 14th day of JULY 1958

Arthur L. Moss

ARTHUR LEWIS MOSS
Notary Public, Stark County, Ohio
My Commission Expires May 1, 1958

THIS INSTRUMENT WAS PREPARED BY THE OHIO FUEL GAS COMPANY

EXHIBIT 22

RIGHT OF WAY

Check No 159
166514 VOL 3179 PAGE 655

3720 Parkhill Dr. N.W. Canton, Ohio 44718

The Undersigned, Ruth G. Swigert, Elmer C. Geraux, Trustees; George Geraux, Erma G. Kerrer, Merle J. Geraux Sr., Esther G. Seefong, Caroline G. Snyder,

whether one or more, hereinafter called "Grantor", in consideration of the sum of One Dollar and other good and valuable considerations, paid by ASHLAND OIL & REFINING COMPANY, a corporation of the Commonwealth of Kentucky, with principal offices in Ashland, Kentucky, hereinafter called "Grantee", receipt of which is hereby acknowledged, does give, grant and convey, with covenant to lay, maintain, operate, repair, alter, improve, protect, repaint and remove a pipe line and all necessary equipment and appurtenances

therein, over, upon and across the following lands of the Grantor situate in _____

Section 21 Township Sandy Range 7W Stark County, Ohio, more fully described as follows:

RECEIVED FOR RECORD
SEP 29 1966
at 21 1/2 o'clock PM
RECORDED SEP 30 1966
In Stark County Records
Vol. 3179 Page 655
ANNIE E. MOHR
Recorder

and bounded by lands now or late of:

Earl D. Wilson on the North
Elmer Kimback, Oliver Brown, Thomas Abbott on the East
H. Jr. & M. Rugani on the South
H. Jr. & M. Rugani on the West

being a right of way over the same lands conveyed to Grantors by Will of George Geraux

by and dated March 25, 1957 and recorded in Book _____ Page 337 in the Office of the Clerk, Recorder, or Register of Deeds of Stark County, and also insofar as Grantor has the right to do so, upon, along or under the roads, streets, highways, rights of way and appurtenances, adjoining or adjacent to said lands, together with the right of ingress and egress to and from said right of way and easement, such right of way and easement to be along such route as may be selected by Grantee. Any future line to be laid within one rod and parallel to the first line laid.

For the consideration herein recited Grantor does hereby give, grant and convey unto Grantee, its successors and assigns, a further right at any time, at from time to time, to lay, maintain, operate, repair, alter, improve, protect, repaint and remove additional pipe lines and all necessary equipment and appurtenances thereon as it may desire alongside the first pipe line laid, upon the payment, for each additional pipe line to be laid, of the same amount paid for the right of way and easement herein granted.

The grant of the said right of way and easement shall not exclude Grantor from enjoying and using said lands as heretofore used in any way that does not interfere with the said use of the right of way and easement herein granted for the purposes aforesaid, and Grantee shall pay any damages which may arise to crops, trees, drain tile, fences and buildings on said lands from the exercise of any of the rights herein conferred.

This grant shall be binding upon and future to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor has executed this instrument this _____ day of _____, 1966.

Signed, sealed and delivered in the presence of:
(Two witnesses in each signature)
June 23 1966
[Signatures of witnesses and trustees, including Ruth G. Swigert, Elmer C. Geraux, George Geraux, Erma G. Kerrer, Merle J. Geraux Sr., Esther G. Seefong, Caroline G. Snyder, and Rita McMillan, Trustee of the Estate]

EXHIBIT 23

STATE OF Ohio }
Lata COUNTY } SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named
Ruth G. Swedger (unmarried) _____

to me known to be the person(s) described in and who executed the foregoing instrument, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 22nd day of June, 1966.

My commission expires April 9th, 1968.

Rita McMullen
Notary Public
RITA McMULLEN, Notary Public
My Commission Expires Apr. 9, 1968

165514

STATE OF Ohio }
Stark COUNTY } SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named
Elmer C. Garaux _____
Erma Garaux Karrer - Merle J. Garaux Sr. _____

Neither G. Seefong - Caroline G. Snyder - Jon W. Garaux _____

to me known to be the person(s) described in and who executed the foregoing instrument, who acknowledged that he or she sign the foregoing instrument and that the same is his or her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 23 day of June, 1966.

ARTHUR LEWIS MOSS
Notary Public, Stark County, Ohio
My Commission Expires Nov. 1, 1962

Arthur Lewis Moss
Notary Public

STATE OF _____ }
COUNTY } SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named _____
(unmarried), _____ (husband and wife), and _____

to me known to be the person(s) described in and who executed the foregoing instrument, who acknowledged that _____ did sign the foregoing instrument and that the same is _____ free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this _____ day of _____, 19____.

My commission expires _____, 19____.

Notary Public

STATE OF _____ }
COUNTY } SS:

Before me, a Notary Public in and for said county and state, personally appeared _____
President, and _____ Secretary of _____

to me known to be the _____ President and Secretary of said corporation, 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 said instrument, as _____ President and _____ Secretary respectively in behalf of said corporation and by authority of its Board of Directors, and that said instrument is the free act and deed of said officers of said corporation.
* (If the corporation has no seal, strike the above beginning "the seal" to the asterisk, and so state.)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this _____ day of _____, 19____.

My commission expires _____, 19____.

Notary Public

88-012937 4/29/88 In OR. Wl. 682, Pg 992, affid.
 # 132-14172- In W. 175 Page 601- Affidavit of Noncompliance
 # 191696 9-18-67 See Vol 149 Pg 323. Affidavit

This Agreement of Lease, Made the 15 day of February A. D. 19 24
 WITNESSETH, That Frank Robertson and Lucretia Robertson his wife

Lessor
 Dollar
 In consideration of One
 paid by The Natural Gas Company of West Virginia Lessee
 the receipt whereof is hereby acknowledged, does hereby grant, demise and let unto the said Lessee, all the oil and gas in and under the following described tract of land, and also said tract of land for the purpose of operating thereon for said oil and gas, with the right to use water therefrom, and all other rights and privileges convenient for conducting such operations, with the further rights of transporting oil, gas, steam, power and water, or either or any of them, upon and from said tract, and to and from other lands, and vesting all rights to claim or hold any property or improvements placed or erected in or upon said tract by the Lessee or his heirs or as part of the tract, and all said property and improvements may be recovered by the Lessee at any time, which tract of land is situated in the Township of Sandy County of Stark
 and State of Ohio and is bounded and described as follows, to-wit:
 North by lands of G. Bergert S. Kugler
 East by lands of Waynesburg Grove Co. S. Kugler
 South by lands of Sandy Creek R. Siokefoose
 West by lands of R. Siokefoose Wm. Kloppan
 containing 252

feet of the present buildings, unless both parties consent thereto. To have the same unit and for the use of the Lessee and assigns, for the term of twenty years from the date hereof and as long as oil or gas is found in paying quantities thereon yielding and paying to the Lessor the one-eighth (1/8) part or above of all the oil produced and saved from the premises, delivered into pipe line to the Lessor's credit, and at the rate of Fifty & 10/100 (50.00) dollars for each three months, for each well which shall produce only gas, so long and during the time the gas therefrom shall be sold by the Lessee for use off the premises. And the Lessee may have 130,000 cubic feet of free gas per year from said well or wells for the Lessee's use in his dwelling house on the premises as long as and while the Lessee shall operate the same, if they so long produce more gas than the Lessee may use in his operation thereon. Any gas used by the Lessee in excess of said 130,000 cubic feet per year shall be paid for by the Lessor at the prevailing rate charged domestic consumers by the Lessee at the time such gas is used. This right, however, is to the Lessor to be subject and without prejudice to the right of the Lessee to use any means, devices or appliances he may see fit to adopt at any point on or off the premises, to secure and facilitate the production and transportation of oil and gas, or either, from any wells on the premises. The Lessor shall at his own expense lay the connecting line for said free gas to each point as may be designated by the Lessee, and the Lessee shall furnish and set the meter to measure the same.

Nothing herein contained shall prevent the Lessee from shutting down, or from abandoning any well, or from pulling and removing the tubing, casing and other property out of and from any well or wells at any time.
 Lessee to pay any damages to growing crops by reason of said operations.
 The Lessee agrees to bury all permanent pipe lines below plow depth, through tillable land.

PROVIDED, however, that this lease and agreement shall become null and void and all rights hereunder shall cease and determine unless a well shall be commenced on said premises within Six Months (6) from the date hereof or unless the Lessee shall pay at the rate of Fourteen & 50/100 (14.50) dollars in advance for each additional Three months (3) such commencement is delayed; and

PROVIDED, further, that in case the first well drilled on said premises shall be non-productive, then this lease and agreement shall become null and void and all rights hereunder shall cease and determine unless a second well shall be commenced on said premises within three months after completion of said non-productive well or unless the Lessee shall pay at the rate of Fourteen & 50/100 (14.50) dollars for each additional Three months (3) the commencement of said second well is delayed.

Said payments may be made direct to Lessor, or by Bank Check to the order of Frank Robertson
 mailed to his P. O. address, Waynesburg, O. R. D. #2

Ten days' grace shall be allowed on all payments for delay in operation hereunder.
 It is agreed that all terms and conditions hereof shall extend to and apply to the heirs, executors, administrators, successors and assigns of the parties respectively.

WITNESS the hands and seals of the parties.
 Sealed and delivered in the Presence of
 John H. Montgomery Frank Robertson [SEAL]
 Joseph A. Ready Lucretia Robertson [SEAL]
 [SEAL]
 [SEAL]

ACKNOWLEDGMENT—PENNSYLVANIA
 STATE OF PENNSYLVANIA, COUNTY OF
 BE IT REMEMBERED, That on this day of A. D. 1924, before me, a
 in and for said County, personally appeared the above named
 to me personally known to be the part named in and who executed the within agreement, and acknowledged it to be
 act and desired the same to be so recorded.
 WITNESS my hand and seal the day and year aforesaid. [SEAL]

ACKNOWLEDGMENT—WEST VIRGINIA
 STATE OF WEST VIRGINIA, COUNTY, to-wit
 of said county, do
 certify that and
 whose names are signed to the within writing bearing date on the day of A. D. 1924
 this day acknowledge the same before me in my said County.
 Given under my hand this day of A. D. 1924. [SEAL]

ACKNOWLEDGMENT—OHIO
 STATE OF OHIO, COUNTY OF Stark
 On this 22nd day of February A. D. 1924, before me, a Notary Public in and for said County, personally appeared the above named Frank and Lucretia Robertson and acknowledged that they did sign the within instrument, and that the same is their free act and deed for the best and purposes herein named. Joseph A. Ready [SEAL]
 Received for Record 10:30 AM, Apr 27 A. D. 1925
 Recorded May 8 1925 Recorder's Fee, \$ 1.00
 Jeannette Smith -- Recorder, Stark County, Ohio. Vol. 31-201

EXHIBIT 24

191696 7-18-67 Lec Vol 149 Pg 323 Affidavit
7/1/40 For Flood Com see Vol 1277 Pg 151

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

W. A. Lee
Geo. A. Murphy
Paul H. Williams

- 1 Sueretia Robertson Seal
- 2 William Robertson Seal
- 3 Zelma Robertson Seal
- 4 John Robertson Seal
- 5 Alaydes Robertson Seal
- 6 Bill Robertson Seal
- 7 Minnie Robertson Seal
- 8 Sucetta Weis Seal
- 9 John E. Weis Seal
- 10 Mary E. Bowman Seal
- 11 Ross D. Bowman Seal

State of Ohio } ss
County of Stark }
On this 20th day of June, A.D. 1933, before me
a Notary Public in and for said County person-
ally appeared Sueretia Robertson, William Robertson, Zelma Robertson,
John Robertson, Alaydes Robertson, B.W. Robertson, Minnie Robertson,
Sucetta Weis, John E. Weis, Mary E. Bowman and Ross D. Bowman
who acknowledged that they did sign the foregoing instrument and that
it is their free act and deed.

Witness my hand and Notarial seal, the - day and
year aforesaid.

The within lease is hereby
cancelled and annulled this

11 day of May, 1949
THE EAST OHIO GAS CO.

By W. A. Rogers
Witness my hand and Notarial seal, the day and year aforesaid.

W. A. Parsons
Notary Public, Justice of the Peace.

Paul H. Williams Paul H. Williams (Seal)
Notary Public

My commission expires December 3, 1933

Copied from original
Lease May 23, 1949
J. J. Newbomen Recorder
By O. E. Knig Dept

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

Notary Public, Justice of the Peace. (Seal)

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

Notary Public, Justice of the Peace. (Seal)

Received for record E. S. Adams A. M. July 26 A. D. 1933
Recorded July 9th 1933
Jas H. Anderson Recorder Stark County, Ohio

ITS TITLE EXAMINING

FRANK ROBERTSEN

LUCRETIA ROBERTSEN

H&W

TO

THE OHIO OIL COMPANY

Instrument: Right of Way

Dated: 7-27-07 Rec for Rec: 8-10-07 @ 1:06

Volume: 469 Page: 583

Imaging No: _____

Mtge / Judgment Amount: _____

Cancelled: _____ Prior Ref: _____

Description: _____

Instrument: _____

Dated: _____ Rec for Rec: _____

Volume: _____ Page: _____

TO

Imaging No: _____

Mtge / Judgment Amount: _____

Cancelled: _____ Prior Ref: _____

Description: _____

Instrument: _____

Dated: _____ Rec for Rec: _____

Volume: _____ Page: _____

TO

Imaging No: _____

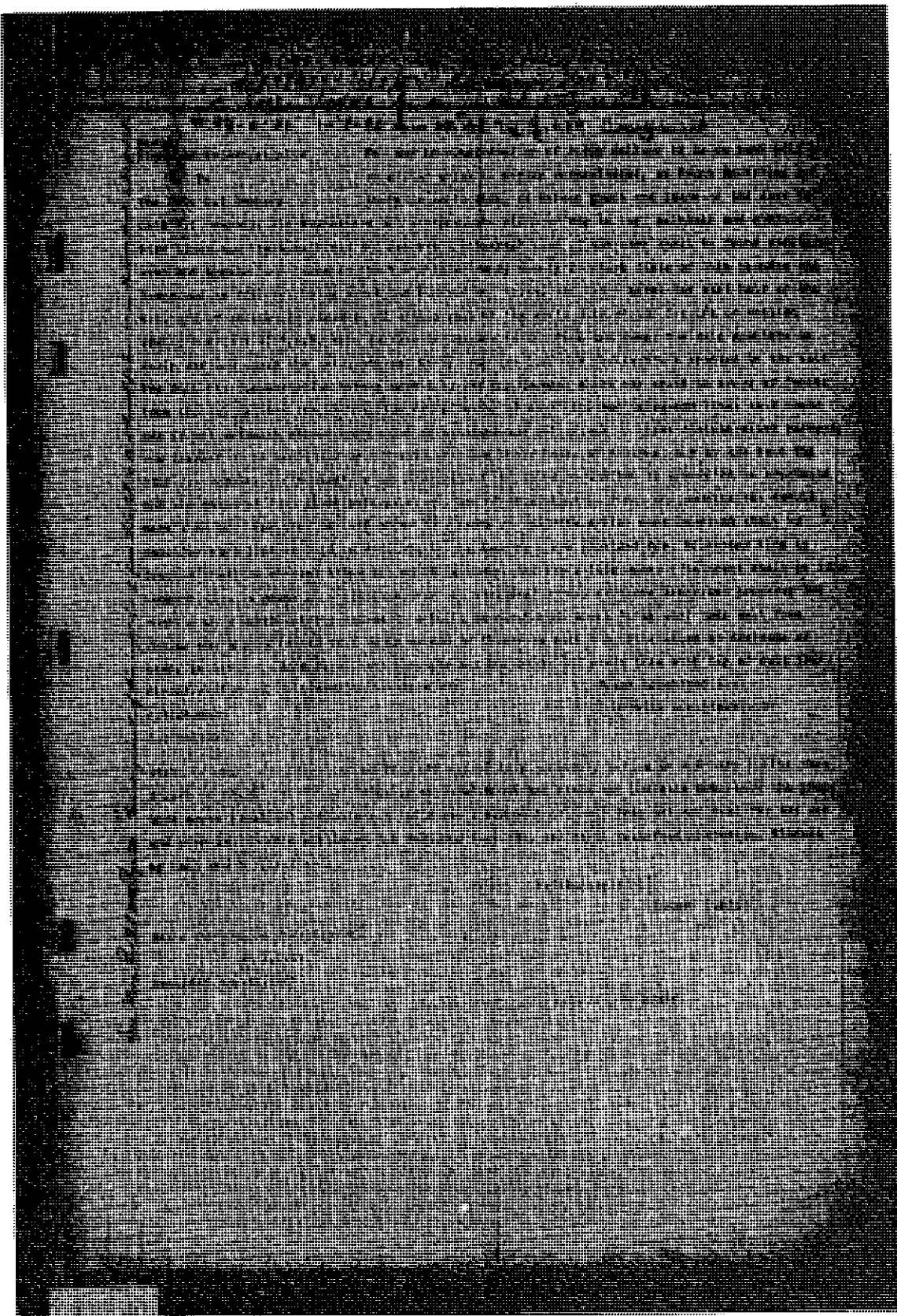
Mtge / Judgment Amount: _____

Cancelled: _____ Prior Ref: _____

Description: _____

THE LIABILITY FOR THIS SEARCH IS LIMITED TO THE COST OF THIS SEARCH

EXHIBIT 26



above described premises, to cut and at its option, remove from said premises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said premises and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part at any and all times for the purpose of patrolling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over or on said line, together with the rights, easement, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted. Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay Grantor all damages done to the fences, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantee at 21 South First Street, Newark, Ohio, or mailed to P. O. Box 911, Newark, Ohio, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied between the parties hereto.

TO HAVE AND TO HOLD the same unto said party of the second part, its successors and assigns, IN WITNESS WHEREOF, the parties of the first part have hereunto set their hand the day and year first above written.

Signed and Acknowledged in the presence of:
 Clarence Kimble
 E. K. Johns

Harold Geisselman
 Helen Geisselman

THE STATE OF OHIO, BEFORE ME, a Notary Public, in and for said County, personally appeared STARK COUNTY, SS: the above named Harold Geisselman & Helen Geisselman, who acknowledged that they did sign the within instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 17th day of October, A. D. 1936.
 H. K. Johns, Notary Public,
 Stark County, Ohio, my commission expires May 7, 1937
 H.K. Johns (Seal)

Filed for Record: Oct. 31, 1936
 at 9:30 A.M.
 Recorded: Dec. 11, 1936

FRANK J. SHIGLER, Recorder,
 Cass. No. 23, Map. No. 418 R2
 Drawing No. A1019-B, CO No. 14151
 R2243

William Robertson
 to
 THE OHIO POWER COMPANY

THIS INSTRUMENT made this Fourteenth day of October 1936 by and between William Robertson, Zelma Robertson (unmarried) John E. Robertson, ~~Wm Robertson~~, Walter Robertson, Minnie Robertson, Mrs. Lucretia Robertson Weis, John E. Weis, Mary E. Robertson Bowman, Ross C. Bowman (Husb. & Wives) of the County of Stark in the State of Ohio, parties of the first part, and THE OHIO POWER COMPANY a corporation organized and existing under the laws of the State of Ohio, party of the second part. WITNESSETH: That for One Dollar (\$1.00) in hand paid to the parties of the first party by the party of the second part, the receipt of which is hereby acknowledged, and the contemplated plan of furnishing service in the vicinity, said parties of the first part hereby grant, bargain, sell, convey and warrant to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees and tenants to construct, erect, operate

Vol. 1183 P 959

EXHIBIT 27

and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across and also along any highways now or hereafter laid out, abutting the following described lands situated in Sandy Township, in the County of Stark, in the State of Ohio, and part of Section Nos 22-20.

Township No...and Range No...and bounded:

On the North by the lands of E. K. Baum and Priscilla Russ

On the East by the lands of Waynesburg-Grove Allet. and Martin Frank

On the South by lands of Martin Frank, Olin Mowls, A. R. Nelson Co. D. R. & Lodema Sickafosse

On the West by the lands of D. R. & Lodema Sickafosse, Wm. Kloppman

It is agreed that this line may be extended across said land and to service additional customers.

All money due for right of way shall be made payable to William Robertson, whose address is Waynesburg, Ohio, as agent for the undersigned and as agent for the undersigned he is authorized to accept payment and make all settlements and adjustments for damage that may be caused by the construction, erection, operation and maintenance of said line.

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms, or fixtures and string wires and cables, adding thereto from time to time across, through or over the above described premises, to cut and, at its option, remove from said premises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said premises and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures, and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any and all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted. Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantee at 21 South First Street, Newark, Ohio or mailed to P. O. Box 911, Newark, Ohio, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure using Scribner's Lumber Rules, at the market price in vicinity, and this Indenture contains all agreements, expressed or implied, between the parties hereto.

TO HAVE AND TO HOLD the same unto said party of the second part, its successors and assigns IN WITNESS WHEREOF the parties of the first part have hereunto set their hand the day and year

first above written.

SIGNED AND ACKNOWLEDGED IN
THE PRESENCE OF:

John Zimmer, as to 5, 6, 7, 8

H. H. McAllister as to 1, 2, 3, 4

Donald J. Smith, as to 9, 10

H. K. Jones as to all

1. William Robertson
2. Zelma Robertson
3. John E. Robertson
4. Glayden Robertson
5. Walter Robertson
6. Minnie Robertson
7. Mrs. Lucetta Robertson Weis
8. John E. Weis
9. Mary E. Robertson Bowman
10. Ross O. Bowman

THE STATE OF OHIO,

STARK COUNTY SS: Before me, a Notary Public in and for said County, personally appeared the

above named William Robertson, Zelma Robertson, John M. Robertson, Gladys Robertson, who acknowledged that they did sign the within instrument and that the same is their free act and deed. IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 16th day of October, A. D. 1936.

H. K. Johns, Notary Public-Stark County, Ohio
my commission expires May 7, 1938, H.K. Johns (Seal)

THE STATE OF OHIO,
STARK COUNTY SS: Before me, a Notary Public in and for said County, personally appeared the above named Walter Robertson, Minnie Robertson, Mrs. Luetta Robertson Weis, John E. Weis, who acknowledged that they did sign the within instrument and that the same is their free act and deed. IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 16th day of October, A. D. 1936.

H. K. Johns, Notary Public-Stark County, Ohio, my commission expires May 7, 1938
H. K. Johns (Seal)

THE STATE OF OHIO
STARK COUNTY SS: Before me, a Notary Public in and for said County, personally appeared the above named Mary E. Robertson Bosman and Ross G. Bosman, who acknowledged that they did sign the within instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 16th day of October, A. D. 1936.

H. K. Johns, Notary Public Stark County, Ohio
my commission expires May 7, 1938, H. K. Johns (Seal)

Received for Records Oct. 28, 1936
at 1:15 P.M.

Recorded: Dec. 11, 1936
H.K.M.F

FRANK J. SEISLER, Recorder.

382803.....\$1.25 EASEMENT- Miles O. Bordner Eas. No. 238, Map. No. 243, DB
Massillon Rd- Canton, O. Drawing No. A-1001-B No. LS-1000

Miles O. Bordner THIS INSTRUMENT Made this 16th day of November, 1936 by and between
to Franklin J. Bordner (Deceased) by Miles O. Bordner (whose wife is in
THE OHIO POWER COMPANY competent) Verna B. Whitney, Widow, Walter A. Shellbourn, & Audella B.
Shellbourn, his wife of the County of Stark in the State of Ohio, parties of the first part,
and THE OHIO POWER COMPANY a corporation organized and existing under the laws of the State of
Ohio, party of the Second part.

WITNESSETH: That for one Dollar (\$1.00) in hand paid to the parties of the first part by the
party of the second part, the receipt of which is hereby acknowledged, and the contemplated
plan of furnishing service in the vicinity, said parties of the first part hereby grant, bargain
sell, convey and warrant, to the party of the second part, its successors and assigns forever
forever, a right of way and easement with the right, privilege and authority to said party of
the second part, its successors, assigns, lessees and tenants to construct, erect, operate and
maintain a line of poles and wires for the purpose of transmitting electric or other power, in-
cluding telegraph or telephone wires in, on, along, over, through or across and also along any
highway, as now or hereafter laid out, abutting the following described lands situated in Parr
Township, in the County of Stark in the State of Ohio, and part of Section 12, Township No. 10N
and Range No. 9W and bounded:

On the North by the lands of Groves Miller Allotment
On the East by the lands of Outlots #666, 667 and 677
On the South by the lands of Carolina Fisher
On the West by the lands of West Manor Allotment #3

It is understood and agreed that this easement covers a strip of land not to exceed six feet
in width along and parallel to the west side of the above parcel and also one strip of land
not to each eastward and consistent with the easement between

#191691 9-18-67 See Vol 149 Pa 323 Applicant

91 237

RECEIVED FOR RECORD
FEB 9 1948
at 10:51 A.M. of Clerk D.M.
RECORDED FEB 10 1948
In Grant County Records
Vol. 91 Page 237
J. J. NEWCOMB, Recorder

138814
COAL LEASE AGREEMENT

For and in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations, which sum is herewith acknowledged by John E. Smith residing at 2050 - 8th St. SW Canton, County of Grant

and State of Ohio hereinafter designated as the Lessor, and Nelson C. Ralph and Associates, 215 Cole Ave., North Canton, Ohio hereinafter designated as the Lessee do herewith execute the agreement shown in the Caption.

The Lessor does herewith grant, let and lease to the Lessee, for the purpose of strip mining all the coal that may be mined by the strip mining method underlying approximately 40 acres, more or less, of our land which is described as being located in the Township of Sandy, County of Grant and State of Ohio and bounded as follows:

- On the North by Bauman or Johnson Farm
- On the East by Johnson Farm
- On the South by Johnson Farm
- On the West by Johnson Farm

The Lessee agrees to pay to the Lessor a Royalty of Twenty cents per ton of 2000 lbs. for all coal mined and removed from the within mentioned lands.

The Lessee further agrees to pay to the Lessor the sum of one ~~cent~~ cent per ton (2000 lbs) for all coal brought over said property of the Lessor from adjoining lands, provided a title is erected thereon. ROYALTY payments to be made to the Lessor on or before the fifteenth (15) day of each and every month for the previous month's operations.

It is further understood and agreed by the Lessor that the Lessee shall in no way be held liable for any damage to the surface of the land, either on or under same, or to the present water supply, and the Lessee shall have the right to build and maintain whatever roads or buildings that may be deemed necessary by the said Lessee. The Lessee shall be allowed free and uninterrupted access to and from the property at all times during the life of this leasing agreement, and the Lessee is permitted to enter on and upon said property for the purpose of testing the coal deposit underlying the land.

EXHIBIT 28

If within _____ months from date of this agreement operations have not begun the Lessee agrees to pay the Lessor the sum of One (\$1.00) Dollar per acre per year, which is understood to be applied on royalty when, and if operations are started,

OPTION TO PURCHASE:

The Lessor agrees to sell to the Lessee, the within mentioned property for the sum of _____ Dollars, provided this option is exercised within one year from date hereof.

If for any reason the mining of said coal becomes unprofitable at any time in opinion of the Lessee, he shall have the right to cease operations and return this agreement to the Lessor.

The Lessee shall have ninety (90) days from date of termination of this lease in which to remove all equipments, buildings, etc.

So long as the mutual covenants are adhered to this indenture shall be and remain in force and binding upon the heirs, executors and assigns of the several parties hereto, until such time as, in the opinion of the Lessee all the mineable coal has been removed from the property mentioned herein.

IN WITNESS WHEREOF, we have hereto set our hands and seal this 30th day of Jan A. D. 1948

Charles F. Weis
Witness
Charles F. Weis
Witness
Anna M. Ralph
Witness

John E. Weis
Lessor
Lucretia B. Weis
Lessor
William C. Ralph
Lessee
Anna M. Ralph
Lessee

State of Ohio }
County of Shade }

Before me, a Notary Public in and for said County and State personally appeared John E. Weis, Lucretia B. Weis, Anna M. Ralph

and acknowledged they did sign the foregoing agreement and that same was their free and voluntary act; So in witness whereof I have hereunto set my hand and seal this 7th day of

January A. D. 1948

David J. Williams
Notary Public

I have hereunto set my hand and seal this 7th day of January A. D. 1948

FORM 690 C-20

RIGHT OF WAY

For and in Consideration of One Dollar to... in hand paid, receipt of which is hereby acknowledged, and the further consideration of \$1000.00 per lineal rod, to be paid when such grant shall be used or occupied

Garaux Brothers Company

(hereinafter called the Grantor...) do hereby grant to THE OHIO FUEL GAS COMPANY (hereinafter called the Company), its successors and assigns, the right to lay a pipe line over and through the premises hereinafter described, and to maintain, operate without restriction or limitation, repair, replace and remove same, together with valves and other necessary appurtenances on lands in...

Stark County, Ohio, situated in Qr. Twp. No. 1 Township No. 17 Range No. 7, and bounded as follows:

On the North by... The North line of Section 20
On the East by lands of... R. and I. Garaux G. Hay
On the South by lands of... Indiana Siskin...
On the West by lands of... Garaux Brothers Company

and containing... The Grantor... may use and enjoy the said premises, subject to the rights herein granted to the Company. All pipe, except where tiers with attached valves may become necessary shall be buried so as not to interfere with the cultivation of the land. The Company shall pay any damages which may arise to crops and fences from the laying, maintaining, operating, repairing, replacing and final removing of said pipe-line. Said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor...

Said pipe line shall be laid South of and parallel with an existing eight inch Ohio Fuel Gas line.

Payment of all money due Grantor... hereunder may be made to: Garaux Brothers Company by check made payable to... at...

In Witness Whereof, the Parties hereto have hereunto set their hands this 14th day of July, 1958

Handwritten signatures: Theodore A. Wertz, Frank J. ...



Garaux Brothers Company, Ernest P. ... President, Ernest Garaux ... Secretary and Treasurer

RECEIVED FOR RECORD AUG 19 1958 AUG 19 1958

STATE OF OHIO COUNTY OF Stark Personally appeared before me, Notary Public, Ernest P. ...

"Ernest P. Garaux", President and "Ernest Garaux", Assistant Secretary and Treasurer of the Garaux Brothers Company

who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned, and the voluntary act and deed of the Garaux Brothers Company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 14th day of July, 1958

Handwritten signature: Arthur L. Moss

THIS INSTRUMENT WAS PREPARED BY THE OHIO FUEL GAS COMPANY

EXHIBIT 29

Return this to Metropolitan

JUL 11 1960
 RECEIVED FOR RECORD
 at 11:30 AM
 JUL 12 1960
 In State County Records
 Vol. 122 Page 533
 Recorder's Office
 Canton, Ohio

LEASE

14055

THIS LEASE was made and concluded at Canton, Ohio this 7th day of July, A.D. 1960 by and between

THE GARANK BROTHERS CO., an Ohio corporation, with its office and principal place of business at Canton in said State, hereinafter called "LESSOR"

AND

METROPOLITAN BRICK, INC., an Ohio corporation, with its office and principal place of business at Canton in said State, hereinafter called "LESSEE"

WITNESSETH:

That the lessor, in consideration of One dollar (\$1.00) paid to it by the lessee, the receipt whereof is hereby acknowledged, and in consideration of the covenants, agreements and stipulations hereinafter contained to be performed and kept by the lessee, and of the royalties to be paid by the lessee as hereinafter provided, does hereby let and lease unto the lessee all of the No. 5 vein of clay recoverable by the stripping process in, under or upon the following described premises:

Situated in the Township of Sandy, County of Stark and State of Ohio, and known as and being the east one-half of the Northeast Quarter of Section 20, Township 17, Range 7, containing eighty (80) acres, more or less.

TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging, unto the said lessee for and during a term of two (2) years from the date of this instrument, and so long thereafter as the No. 5 vein of clay shall be found in paying quantities.

Lessee covenants and agrees with the lessor that it will pay said lessor as royalty the sum of Five (5¢) Cents per ton of two thousand (2,000) pounds for all clay which it removes from said premises. Lessee further agrees to pay lessor a service charge of Twenty-Five (25¢) Cents

191696 9-18-67 See Vol. 149 Pg. 323 Official

30

EXHIBIT

per ton of two thousand (2,000) pounds for all clay which is uncovered by lessor and which lessee removes from said premises. All of said clay removed from said premises shall be weighed and the aforementioned royalty and service charges due under this lease shall be computed and paid for on the basis of actual weight slips, copies of which shall be furnished to the lessor by the lessee. All monies due the lessor for clay stripped and removed during each calendar month shall be paid for by check mailed to the lessor on or before the 20th day of the next succeeding calendar month.

Lessee further covenants and agrees with the lessor as follows:

- (1) That it will use and occupy said premises in a safe and proper manner and that it will conduct its stripping operations thereon in accordance with good stripping practice.
- (2) That it will pay all taxes and assessments and public charges that may be levied, assessed or imposed upon the structures, machinery and other equipment which may hereafter be placed on said premises.
- (3) That it will at all times keep and maintain industrial insurance on its employees; that it will indemnify and save harmless the lessor from any and all claims, liability, loss or damage to person or property which may in any way arise or grow out of its use of said premises, its removal of any clay from said premises and any act of the lessee, its employees, agents, invitees or licensees, and that it will at its own expense keep and maintain a policy of public liability or indemnity in a responsible surety company authorized to do business in this State and supply the lessor with a copy thereof.

FOR AND IN CONSIDERATION OF WHICH, the lessor does hereby covenant and agree with the lessee as follows:

- (1) That said lessee shall have the right and privilege to

dig, strip and remove all of the merchantable No. 5 vein of clay in, under or upon the lands above described.

(2) That the lessee be, and it hereby is, given the usual rights necessary or incident to the mining, stripping, removing, producing, transporting and preparing of the No. 5 vein of clay on said premises above described, including the right to prospect, drill and test said premises; together with all and singular the rights, privileges, licenses and easements necessary or incident or in any way appertaining or necessary to the proper prosecution of the business of mining, stripping, removing, transporting and preparing of said clay, and also the right and license to enter upon said premises at any and all times, and also the right-of-way for all necessary roads and power lines, and the right to use said roads and power lines on said premises, and the right to use so much of the surface of the premises as may be necessary in storing said clay and depositing the refuse therefrom, and the right to erect on said premises such buildings, structures and fixtures as may be necessary or incident to the proper prosecution of the business of mining, stripping, removing, producing, transporting and preparing of said clay.

(3) That the lessee be, and it hereby is, given the right to rupture the surface of the premises above described at any and all places, and that said lessee shall not be liable to the owner of the surface or any tenant or any other person for any damage to the surface of said lands nor for the destruction or removal of trees, crops, ditches, fences, lands, springs or other things whatsoever, and that said lessor hereby waives and releases the lessee from any and all liability for damages resulting from the removal of said clay.

(4) That at the expiration of this lease, the lessee shall have the right to remove its machinery, equipment and buildings from said premises.

(5) That the lessee be, and it hereby is, given the right and privilege of egress and ingress over such other lands owned or leased by the lessor in proximity to the leased premises as may be necessary in the opinion of the lessee, together with the right to cross and re-cross said lands and the right to use all roads on said premises in order to strip, haul and remove clay under the terms of this lease.

(6) That said premises are free from any and all encumbrances, excepting a certain lease granted by Lavernia Robertson, et al. to The East Ohio Gas Company under date of June 19, 1933 and recorded in Volume 55, Page 146 of the Lease Records of Stark County, Ohio, and subject also to a certain right-of-way granted by Frank Robertson and wife to The Ohio Oil Company under date of July 27, 1907 and recorded in Volume 469, Page 583 of the Stark County Records, and subject also to a certain easement granted by John M. Robertson, et al. to The Ohio Power Company under date of October 14, 1936, as recorded in Volume 1185, Page 59 of the Stark County Deed Records; and that it has good right to make and execute this lease.

IT IS MUTUALLY AGREED by and between the parties hereto as follows:

(1) That all of the grants, conditions, terms and provisions of this lease shall inure to and be binding upon the successors and assigns of the parties hereto, whether herein so expressed or not.

(2) That if the lessee shall fail to pay any of the royalties or service charges at the time, or within thirty (30) days thereafter, in the manner hereinbefore provided, or shall fail to keep or perform any of the covenants and agreements on its part to be kept and performed hereunder, or if said lessee shall be adjudicated a bankrupt or shall file a petition under Chapters X or XI of the Bankruptcy Act, or shall make an assignment for the benefit of its creditors, then and in any of such events

this lease shall be null and void at the option of the lessor and it shall be lawful for said lessee to enter upon said premises and expel the lessee therefrom and to again have, repossess and enjoy the same as if this lease had not been made.

The lessor further covenants and agrees with the lessee that so long as said lessee shall perform, keep and observe all of the obligations and conditions of this instrument on its part to be performed, observed and kept that it shall occupy and enjoy said premises free from any molestation or hindrance from the lessor, its successors and assigns, or any person lawfully claiming through or under it.

IN WITNESS WHEREOF the parties hereto have caused their corporate names to be signed and their corporate seals to be affixed hereto by their duly authorized officers to duplicates hereof at the time and place first above written.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

Arthur C. Moss

Evelyn M. Skits
E. J. Sheehy

TUS CANON BROTHERS CO.

BY *Samuel L. Harvick* PRESIDENT

ATTEST: *Conrad Samuel Darrow* ASSISTANT SECRETARY

(LESSOR)

METROPOLITAN BRICK, INC.

BY *R. B. Ruppberg* VICE-PRESIDENT

ATTEST: *M. W. Wansley* SECRETARY

(LESSEE)

122 538

STATE OF OHIO)
) SS.
STARK COUNTY)

Before me, a Notary Public in and for said County and State,
personally appeared the above named **ELMER G. GARAUX, President,** and **EDNA GARAUX
KARHER, Asst. Secretary,** of The Garoux Brothers Co., the corporation which
executed the foregoing instrument, who acknowledged that they did sign
and seal said instrument as such officers in behalf of said corporation
and that said instrument is their free act and deed individually and as
such officers and the free and corporate act and deed of said The Garoux
Brothers Co.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed
my official seal at Canton, Ohio this 7th day of July, A.D. 1960.

Arthur Louis Moss

ARTHUR LOUIS MOSS
Notary Public, Stark County, Ohio
My Commission Expires July 1, 1964

STATE OF OHIO)
) SS.
STARK COUNTY)

Before me, a Notary Public in and for said County and State,
personally appeared the above named **R.O. STERLING, Vice-President,** and **H.W.
WENDLING, Secretary,** of Metropolitan Brick, Inc., the corporation which
executed the foregoing instrument, who acknowledged that they did sign and
seal said instrument as such officers in behalf of said corporation and
that said instrument is their free act and deed individually and as such
officers and the free and corporate act and deed of said Metropolitan Brick,
Inc.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed
my official seal at Canton, Ohio this 7th day of July, A.D. 1960.

E. H. Harter

E. H. HARTER
Notary Public, Stark County, Ohio
My Commission Expires Aug. 25, 1964

THIS INSTRUMENT PREPARED BY:
H. W. Wendling

ITS TITLE EXAMINING

JAMES CARSON
NO MARITAL

Instrument: LEASE

Dated: 5-13-87 Rec for Rec: 11-22-87

Volume: 1 Page: 488

TO

GEORGE C. REIS

Imaging No:

Mtge / Judgment Amount:

Cancelled: Prior Ref:

Description:

Instrument:

Dated: Rec for Rec:

Volume: Page:

TO

Imaging No:

Mtge / Judgment Amount:

Cancelled: Prior Ref:

Description:

Instrument:

Dated: Rec for Rec:

Volume: Page:

TO

Imaging No:

Mtge / Judgment Amount:

Cancelled: Prior Ref:

Description:

THE LIABILITY FOR THIS SEARCH IS LIMITED TO THE COST OF THIS SEARCH

EXHIBIT 31

J. J. Kelly

James Jackson, David Jackson, Stewart Jackson, & John Baker

Articles of agreement: Entered into this 11th day of June 1872 between J. J. Kelly of the first part and David Jackson Stewart Jackson, James Jackson and William Baker of the second part.

to wit: That the said J. J. Kelly, hereby agrees to do and perform the matters and things following to wit: he agrees to give grant and lease the right of way through his land, commencing at the south east corner of section thirty in Pike township Clark County Ohio, running east along the county line, until it intersects the road, running north through the said J. J. Kelly's land. (The said road or right of way to not be less than one foot wide.) to the said parties of the second part. And the parties of the second part hereby agree to do and perform the matters and things following (as considerations for said lease of right of way) to wit: They agree to pay the said J. J. Kelly at the rate of one hundred dollars per acre for all land occupied for said Road by them. They also agree to build and keep in good repair, a good & sufficient fence along the whole line of said road and they also agree to give the said J. J. Kelly the benefit of using said road, also to place a gate at the east end of the road, should he desire to do so. Now the said J. J. Kelly also, agrees that the said parties of the second part shall hold said right of way so long as they shall comply with the within agreement. The said J. J. Kelly of the first part also agrees to keep in repair the fence along the southern line of said road, and testimony is hereby given that we have read and approved of the above.

of the 1st of June 1872
by J. J. Kelly

J. J. Kelly
David Jackson
Stewart Jackson
James Jackson
Wm. Baker



Wit for Record Nov. 19th 1872
Recorded Nov. 27th 1872

M. C. Shroy
Recorder

191696 9-18-67 See Vol 149 Page 323 Affidavit

James Barron
for
Geo. C. Reed

Agreement made this 13th day of Aug. A.D. 1872 between James Barron of Carroll County, State of Ohio of the first part, and George C. Reed of New Castle, Lawrence County, State of Pennsylvania of the second part. Witness that the said parties of the first part in consideration of one dollar to him on hand paid the receipt of which is hereby acknowledged and in consideration of the covenants hereinafter contained to be performed by said party of the second part, by these presents do grant bargain, sell and convey unto said party of the second part, his heirs and assigns, all the coal, iron ore, limestone, fire clay, oil and other minerals in that certain tract...

of Land situated in Lewis township, Stark county and State of Ohio and being the North East Quarter of Section 20 Township 17 Range 7 containing about 160 acres together with all the rights and privileges upon said land and an undivided necessary and convenient for the conveying, securing and removing the said minerals, &c. from said land and other lands, including the right of disposing thereon stone and refuse, coal, sand and for manufacturing, &c. The consideration of said party of the second part hereby, commands and agrees to pay the said first part, three & 1/2 cents for each acre of 3240 pounds of Trunkhale burnt, cross, ore, and fifteen cents for each acre of 3240 pounds of Trunkhale dressed coal and give unto for each acre of 3240 pounds of limestone, and give unto for each acre of 3240 pounds of Fire clay, mined and reserved from said land to be settled and paid for some amount, on the first days of January and July, and to give said first part the one tenth of all stone taken out of said land, to be delivered in barrels furnished by said first part. The barrels used shall not exceed 18 inches, the openings to belong to second party. Said second party further agrees with one year to commence mining said coal, ore, limestone, fire clay, oil or other minerals, and thereafter to mine annually from said land, not less than three hundred tons of said mineral, or to pay at the rate of one cent for each ton, such payments however made in species of the quantity mined in any year to be applied on the year of same over said quantity. Mining there is further agreed that if at any time in the opinion of the second party there is not coal, ore, limestone, oil, or other minerals in said land sufficient in quantity or quality to justify the mining or taking out of the same, said second party, may abandon the same and this provision shall become null and void and the cause of action therefor accrue to either party, and therefore said second party may remove all improvements made by him from said premises, and in the event of inspecting said lands, and finding no minerals in quantity to pay then said second party to close up. Payments made and in case no is found in paying, quantity the first party - to have no interest as he may need for his own use free of charge. In case said second party assigns this lease, the assignee alone shall be liable for the amount herein made by said second party. In case said second party or his assigns fail to make the payments herebefore stipulated, for the period of six months after notice in writing personally served to pay the same, said payments having been due at the time of the service of such notice, this contract shall become null and void, and no right of action shall accrue to either party. And it is also hereby agreed and understood that whereas the said James Carron has purchased said premises from D. H. Milligan and Mrs. E. J. Storer by articles of agreement. Now in case said parties fail to make said deeds, and conveyances according to the terms of agreement, then this agreement to be void no timber to be cut, nor destruction of property by the said second parties. In testimony whereof the said parties have hereunto set their hands, and seals, the day and year above written.

Witness sealed and delivered in presence
 John B. Young
 James Carron
 Geo. B. Stark
 of and for James Carron cancelled by Geo. B. Stark 12th May 1872.
 State of Ohio: County of Stark: Township of Penn - 22

On this 15th day of May - A.D. 1872 before me a Justice of the Peace, in and for said county, personally came James Quinn, also named, who acknowledged the signing sealing and execution of the foregoing instrument to be his voluntary, act and deed for the use and purposes therein mentioned, that he is a full and legal adult therewith and does the same may be recorded as true. In testimony whereof I have hereunto set my hand and seal the day and year, aforesaid.

J. J. Callahan
Justice of the Peace

Record for Record No. 23rd 1872.
Recorded A.D. 27th 1872.

W. B. Helms
Recorder

No. 47

Sharon, Maryland } Article of agreement made and entered into this 14th day of May, 1872, between Patrick M. Annand } Sharon, Maryland of the first part, and Patrick M. Annand of the second part, witness that the party of the first part, agrees to lease his coal lands to the party of the second part, for the term of 25 years, at the following rates to wit:

The party of the second part is to pay here weekly cents per foot, for all the coal he mines, payments to be made every three months. The party of the first part is to furnish the party of the second part all the timber necessary at the bank for posts & rails. The party of the first is also to furnish all the timber necessary to make what so ever shiff the party of the second part may need, and do the hauling of the same. The party of the second part is to pay for the sawing of the same. The party of the second part is to have the privilege of putting up such buildings as may be necessary for their own convenience for mining. The party of the second part is not allowed to keep any machinery or tools on the works, but is to have none but good serviceable hands on the works. The party of the second part is to deliver up to the party of the first part, the possession of the works at the expiration of the above named term. The values whereunto we put our hands and seal the day and date above written.

Witness
Charles Starbly
John Hunt

Sharon, Maryland
Patrick M. Annand

of the State of Maryland
J. M.

Record for Record No. 45th 1872.
Recorded A.D. 2nd 1872.

W. B. Helms
Recorder

Sharon, Md. 1st party
and release all my right and title to the within land to Sharon, Maryland

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191696 - 9-18-67 See Val 149 Pg 3 23 Affidavit #209640

Provided a well is drilled on this farm for oil & gas, the Lessee agrees to drill the first well in the pasture land on the lessor's farm

This Agreement of Lease, Made this 16 day of January A. D. 19 84
WITNESSETH, That R. E. Bowman and Margaret Bowman, his wife,

in consideration of one Dollar
paid by The Natural Gas Company of West Virginia Lessee,
the receipt whereof is hereby acknowledged, does hereby grant, demise and let unto the said Lessee, all the oil and gas in and under the following described tract of land, and also said tract of land for the purpose of operating thereon for said oil and gas, with the right to use water therefrom, and all other rights and privileges convenient for conducting such operations, with the further rights of transporting oil, gas, steam, power and water, or either or any of them, upon and from said tract, and to and from other lands, and waiving all rights or claim or hold any property or improvements placed or erected in or upon said land by the Lessee or factors or as part of the realty, and all said property and improvements may be removed by the Lessee at any time, which tract of land is situate in the Township of Sandy County of Stark

and State of Ohio and is bounded and described as follows, to-wit:
North by lands of Wm. Sickafosse N. Casper
East by lands of N. Casper Wm. Klopman
South by lands of J. Shearer N. Bowman
West by lands of John Shearer

-100- acres, more or less, but no wells containing
shall be drilled within 300 feet of the present buildings unless both parties consent thereto. To have the same rate and for the use of the Lessee, its SUCCESSORS for the term of 20 years from the date hereof and so much longer as oil or gas is found in paying quantities thereon yielding and paying to the Lessor the one-eighth (1/8) part or share of all the oil produced and saved from the premises, delivered into pipe line to the Lessor's credit and at the rate of fifty & no/100 (50.00) dollars for each three months, for each well which shall produce only gas, so long and during the time the gas therefrom shall be sold by the Lessee for use off the premises. And the Lessor may have 150,000 cubic feet of free gas per year from said well or wells for the Lessor's use in his dwelling house on the premises so long as and while the Lessee shall operate the same, if they so long produce more gas than the Lessee may use in his operations thereon. Any gas used by the Lessor in excess of said 150,000 cubic feet per year shall be paid for by the Lessor at the prevailing rate charged domestic consumers by the Lessee at the time such gas is used. This right, however, in the Lessor to be subject and without prejudice to the right of the Lessee to use any means, devices or appliances he may see fit to adopt at any point on or off the premises, to secure and facilitate the production and transportation of oil and gas, or either, from any wells on the premises. The Lessor shall of his own expense lay the connecting line for said free gas to such point as may be designated by the Lessee, and the Lessee shall furnish and set the meter to measure the same.

Nothing herein contained shall prevent the Lessee from shutting down, or from abandoning any well, or from pulling and removing the tubing, casing and other property out of and from any well or wells at any time.
Lessee to pay any damages to growing crops by reason of said operations.
The Lessee agrees to bury all permanent pipe lines below plow depth, through tillable land

PROVIDED, however, that this lease and agreement shall become null and void and all rights hereunder shall cease and determine unless a well shall be commenced on said premises within six months (6) from the date hereof or unless the Lessee shall pay at the rate of six and 25/100 (6.25) dollars in advance for each additional three months (3) such commencement is delayed; and

PROVIDED, further, that in case the first well drilled on said premises shall be non-productive, then this lease and agreement shall become null and void and all rights hereunder shall cease and determine unless a second well shall be commenced on said premises within three months after completion of said non-productive well or unless the Lessee shall pay at the rate of six & 25/100 (6.25) dollars for each additional three months (3) the commencement of said second well is delayed.
Said payments may be made direct to Lessee, or by Bank Check to the order of R. E. Bowman

mailed to his P. O. address, Waynesburg, O. R. D. #2
Ten days' grace shall be allowed on all payments for delay in operation hereunder.

It is agreed that all terms and conditions hereof shall extend to and apply to the heirs, executors, administrators, successors and assigns of the parties respectively.

WITNESS the hands and seals of the parties.
Sealed and delivered in the Presence of
John H. Montgomery
Joseph A. Ready

R. E. Bowman [SEAL]
Margaret Bowman [SEAL]
[SEAL]
[SEAL]
[SEAL]

ACKNOWLEDGMENT—PENNSYLVANIA

STATE OF PENNSYLVANIA, COUNTY OF
BE IT REMEMBERED, That on this day of A. D. 1925, before me, a Notary Public in and for said County, personally appeared the above named
to me personally known to be the party named in and who executed the within agreement, and acknowledged it to be net and desired the same to be so recorded.
WITNESS my hand and seal the day and year aforesaid. [SEAL]

ACKNOWLEDGMENT—WEST VIRGINIA

STATE OF WEST VIRGINIA, COUNTY, to-wit:
of said county, do certify that and his wife, certify that
whose names are signed to the within writing bearing date on the day of A. D. 1925, this day acknowledge the same before me in my said County.
Given under my hand this day of A. D. 1925. [SEAL]

ACKNOWLEDGMENT—OHIO

STATE OF OHIO, COUNTY OF Stark
On this 8th day of February A. D. 1925, before me, a Notary Public in and for said County, personally appeared the above named R. E. Bowman and Margaret Bowman
and acknowledged that they did sign the within instrument, and that the same is their free act and deed for the uses and purposes herein named. Joseph A. Ready [SEAL]

Received for Record 10.00 o'clock A. M. Jan. 16 A. D. 19 25
Recorded Feb. 20 19 25 Recorder's Fee \$ 1.50
Jeannette Smith, Recorder, Stark County, Ohio.

EXHIBIT 32

Vol. 31 Pg 75

#209539 #191696 - 9-18-67 See Vol 149 Page 323 Affidavit

The Oil & Gas Act, 1937, Ch. 53101

This Agreement of Lease, Made the 29 day of January A. D. 1964
WITNESSETH, That William Kloppman and Elizabeth J. Kloppman, his wife,

in consideration of One Dollar
paid by The Natural Gas Company of West Virginia
the receipt whereof is hereby acknowledged, does hereby grant, demise and let unto the said Lessee, all the oil and gas in and under the following described tract of land, and also said tract of land for the purpose of operating thereon for said oil and gas, with the right to use water therefrom, and all other rights and privileges convenient for conducting such operations, with the further right of transporting oil, gas, steam, power and water, or either or any of them, upon and from said tract, and to and from other lands, and saving all rights to claim or hold any property or improvements placed or erected in or upon said land by the Lessee as fixtures or as part of the land, and all said property and improvements may be removed by the Lessee at any time, which tract of land is situate in the Township of Sandy, County of Stark and State of Ohio, and is bounded and described as follows, to-wit:
North by lands of H. Casper C. H. Bergart
East by lands of E. Robertson
South by lands of H. Bowman Public Road
West by lands of R. Bowman H. Casper H. Bowman

containing 100 acres, more or less, but no well shall be drilled within 300 feet of the pre-existing buildings, unless both parties consent thereto. To have the same unto and for the use of the Lessee. The Lessee, for the term of twenty years from the date hereof and as much longer as oil or gas is found in paying quantities thereon, yielding and paying to the Lessor the one-eighth (1/8) part or share of all the oil produced and saved from the premises, delivered into pipe line to the Lessor's credit, and at the rate of fifty & no/100 (\$50.00) dollars for each three months, for each well which shall produce only gas, so long and during the time the gas therefrom shall be sold by the Lessee for use off the premises. And the Lessor may have 150,000 cubic feet of free gas per year from said well or wells for the Lessee's use in his dwelling house on the premises so long as said well or wells shall operate the same, if they so long produce more gas than the Lessee may use in his operation thereon. Any gas used by the Lessee in excess of said 150,000 cubic feet per year shall be paid for by the Lessor at the prevailing rate charged domestic consumers by the Lessee at the time such gas is used. This right, however, in the Lessor to be subject and without prejudice to the right of the Lessee to use any means, devices or appliances he may see fit to adopt at any point on or off the premises, to secure and facilitate the production and transportation of oil and gas, or either, from any well on the premises. The Lessor shall at his own expense lay the connecting line for said free gas to such point as may be designated by the Lessee, and the Lessee shall furnish and set the meter to measure the same.

Nothing herein contained shall prevent the Lessee from shutting down, or from abandoning any well, or from pulling and removing the tubing, casing and other property out of and from any well or wells at any time.
The Lessee to pay any damages to growing crops by reason of said operations.
Lessee agrees to bury all permanent pipe lines below plow depth, through tillable land

PROVIDED, however, that this lease and agreement shall become null and void and all rights hereunder shall cease and determine unless a well shall be commenced on said premises within six months (6) from the date hereof or unless the Lessee shall pay at the rate of six & 25/100 (6.25) dollars in advance for each additional three months (3) such commencement is delayed; and

PROVIDED, further, that in case the first well drilled on said premises shall be non-productive, then this lease and agreement shall become null and void and all rights hereunder shall cease and determine unless a second well shall be commenced on said premises within three months after completion of said non-productive well or unless the Lessee shall pay at the rate of six & 25/100 (6.25) dollars for each additional three months (3) the commencement of said second well is delayed.

Said payments may be made direct to Lessor, or by Bank Check to the order of William Kloppman
Wynnesburg, O. R. D. #2

Ten days' grace shall be allowed on all payments for delay in operation hereunder.
It is agreed that all terms and conditions hereof shall extend to and apply to the heirs, executors, administrators, successors and assigns of the parties respectively.

WITNESS the hands and seals of the parties.
Sealed and delivered in the Presence of
John H. Montgomery Elizabeth J. Kloppman (SEAL)
Joseph A. Ready William Kloppman (SEAL)
(SEAL) (SEAL)
(SEAL)

ACKNOWLEDGMENT—PENNSYLVANIA

STATE OF PENNSYLVANIA, COUNTY OF Stark
BE IT REMEMBERED, That on this 29 day of January, A. D. 1964, before me, a Notary Public in and for said County, personally appeared the above named William Kloppman and Elizabeth J. Kloppman, his wife, known to me personally to be the parties named in and who executed the within agreement, and acknowledged it to be their act and desired the same to be so recorded.
WITNESS my hand and seal the day and year aforesaid. (SEAL)

ACKNOWLEDGMENT—WEST VIRGINIA

STATE OF WEST VIRGINIA, COUNTY of Stark, to-wit: Sandy, of said county, do certify that William Kloppman and Elizabeth J. Kloppman, his wife, whose names were signed to the within writing bearing date on the 29 day of January, A. D. 1964, this day acknowledge the same before me in my said County.
Given under my hand this 29 day of January, A. D. 1964. (SEAL)

ACKNOWLEDGMENT—OHIO

STATE OF OHIO, COUNTY OF Stark
On this 29th day of February A. D. 1964, before me, a Notary Public in and for said County, personally appeared the above named William Kloppman and Elizabeth J. Kloppman, his wife, and acknowledged that they did sign the within instrument, and that the same is their free act and deed for the uses and purposes herein named.
Received for Record 10:00 o'clock A. M. Jan 16 A. D. 19 65
Recorded Feb. 19 19 65 Recorder's Fee \$ 1.50
Jennette Smith Recorder, Stark County, Ohio.

EXHIBIT 33

82 - 17351

AGREEMENT OF LEASE

VOL 48 PAGE 42

This agreement of lease made and entered into at Magnolia, Ohio, this 29th day of March 1982, by and between Magnolia Mining Co., a corporation hereinafter referred to as Landlord and Smith Evergreen Nursery, Inc. hereinafter referred to as Tenant.

WITNESSETH:

That the landlord in consideration of the hereinafter described agreement made by the tenant, does hereby lease to the tenant approximately 60 acres more or less, the currently plantable portion of the described tracts of land, to-wit: Situated in the Township of Sandy, County of Stark, and State of Ohio:

Known as and being part of the Northwest Quarter of Section 20 of said Township, bounded and described as follows:

Known as and being the South half of the Northwest Quarter of said Section 20, containing 80 acres, more or less, excepting a Right-of-Way heretofore granted to T. F. Hynes or an electric railway company, 49 3/4 feet wide along the West side of said Tract, EXCEPTING therefrom the following described premises:

Known as and being a part of the South half of the Northwest Quarter Section No. 20, Township No. 17 (Sandy), Range No. 7, Stark County, Ohio bounded and described as follows:

Beginning for same at an Iron pin marking the southwest corner of said Northwest Quarter Section No. 20: this point also marks the true point of beginning for the tract of land herein conveyed;

Thence North 4 degrees 43 minutes East along the west line of said Quarter Section a distance of Thirteen Hundred Twenty-one (1,321) feet to a point on said line;

Thence South 86 degrees 1 minute east a distance of Seven Hundred Forty-nine and two-tenths (749.2) feet to an Iron pin on the center line of Canton-Magnolia Road:

Thence south 9 degrees 20 minutes east along the said center line a distance of Ten Hundred Seventy-eight and three tenths (1,078.3) feet to the point of curve:

Thence along the arc of a 25 degree curve to the right having a Delta angle of 104 degrees 5 minutes a radius of 229.35 feet for a distance of Four Hundred Sixteen and three tenths (416.3) feet to a point of tangent:

Thence north 85 degrees 15 minutes west along the south quarter section line a distance of Seven Hundred Eighty-eight and eight tenths (788.8) feet to an iron pin on said line and point of

(1)

EXHIBIT 34

beginning and containing 27.451 acres of land, more or less, leaving 52.549 acres of land, more or less, but subject to all legal highways.

TRACT 3:

Situated in the Township of Sandy, County of Stark and State of Ohio and known as and being the east half of the northeast quarter of Section 20, Township 17, Range 7, containing 80 acres more or less.

TRACT 4:

Situated in the Township of Sandy, County of Stark and State of Ohio and known as and being the west one-half of the northeast quarter of Section 20, Township 17, Range 7, and being all of said section except that portion sold and conveyed by Daniel Bonebrake heretofore to James Crawford. Said tract containing 80 acres more or less.

TRACT 1:

Situated in the Township of Sandy, Stark County, State of Ohio and being the east one-half of the south one-half of the north one-half of the northwest quarter of Sec. #20, Twp. #17, R. #7 containing 20 acres more or less, except the following described premises: situated in the Township of Sandy, County of Stark and State of Ohio and known as part of the east one-half of the south one-half of the north one-half of the northwest quarter of Sec. #20, Twp. #17, R. #7, commencing at the southwest corner of said tract, thence north 39 rods and 18 in.; thence east 23 feet and 10 in. thence south 39 rods and 18 inches, thence west 23 feet and 10 inches to the place of beginning containing .56 of an acre.

Said plantable acreage to be further designated by certain tract maps attached hereto and made a part hereof.

The tenant shall have the exclusive use of said acreage as herein above described for the sole purpose of planting and harvesting of pine trees with the expectation that over the term of this agreement the tenant shall plant approximately 75,000 trees more or less.

TERMS OF LEASE

This lease is for a term of ten (10) years beginning upon the date of execution hereof.

The Landlord agrees to give the Tenant an extension of an additional period of three (3) years upon being so notified in writing prior to the expiration of the original period and in accordance with the provisions thereof. At the expiration of the original term of ten (10) years or if extended as herein provided at the expiration of thirteen (13) years, this lease

VOL 48 PAGE 43

shall be null and void in its entirety.

VOL. 48 PAGE 44

CONSIDERATION

The tenant shall pay to the landlord the sum of ten (10) percent per tree of the sale price that the tenant shall receive for the Christmas trees at the time of harvesting. The tenant shall pay to the landlord the sum of seven (7) percent per tree of the sale price that the tenant shall receive for all balled and burlap trees at the time of the digging. The tenant pledges to secure the best sale price possible for harvested and dug trees.

The landlord shall have the right to inspect tenants books on a periodic basis to verify the sale price received by tenant for trees during any particular harvest time and the tenant shall maintain accurate records for such purposes.

A rental payment of \$300.00 per year for the length of the original term and the extension of the contract will be paid to the landlord and these rental payments are to be credited (except as herein otherwise provided) at the time of the harvest payments. The first payment shall be made with the signing of this lease and all other yearly payments on each anniversary thereof. If for any reason there should not be sufficient income from the harvesting of the trees, said sum of \$300.00 or any part thereof shall not be refundable and shall remain the property of the landlord for the useage of such land. All harvest payments are to be made by the tenant to the landlord at P. O. Box 329 Canton, Ohio 44701, or current address on or before December 31st of the harvest year. In the event that a harvest payment is not made on time, the landlord shall notify the tenant in writing that default has occurred, and the tenant shall have thirty days to rectify said default before being in violation of the lease agreement. Failure to compensate the landlord within Thirty days of the default notice shall cause termination of this lease and agreement and the rights of the tenant shall thereupon be cancelled and any trees remaining on said premises

shall be forfeited as damages accordingly.

COVENANTS OF TENANT

The tenant covenants that they shall be solely responsible for the maintenance of the trees as planted and the maintenance of the land upon which the trees are planted and that all costs incurred in trees maintenance shall be born solely by tenant.

The tenant covenants that they shall not interfere with the peaceful enjoyment of the structures located on the property and shall limit all planting of trees to the areas designated on Exhibit attached hereto.

The tenant covenants that they shall be responsible for any damages done to any property outside of the planted area by sprays or insecticides for control of weeds, pests or diseases of said trees.

The tenant shall hold the landlord harmless from any liability on landlord's property arising out of the use of said land and will at all times during the term of this agreement, maintain in full force and effect public liability insurance in an amount of not less than ^{100,000 P.D.} ~~500,000~~ and will furnish the landlord with a certificate of insurance showing such coverage. The tenant will also provide the landlord with a copy of this current Certificate of Worker's Compensation during the life of this agreement.

The tenant shall not re-lease or sublet said premises or any part thereof without the written consent of the landlord.

COVENANTS OF LANDLORD

The landlord covenants that tenant shall have free and unrestricted use and access to the area wherein such trees are planted at all reasonable times. (With the landlords right of entry for such inspection as it deems necessary)

MUTUAL COVENANTS

The parties hereto mutually agree that, in the event of loss to trees by fire or disease to the extent that this lease be no longer profitable to the tenant then upon written notice to the

VEL 45 ME 45

landlord accordingly, this lease shall thereafter be null and void and both parties released from provisions of the agreement.

The parties further agree that they shall retain to each other and as to the public, the status of independent contractors, and neither party shall be liable for the debts or obligations of the other.

This agreement of lease shall inure to the benefit of the Heirs, Executors, Successors, Administrators and Assigns of all the parties to this agreement.

In witness whereof, we have set our hands the 29th day of March, 1982.

IN THE PRESENCE OF: Magnolia Mining Co.

[Signature] By: Fred C. Loomis, Jr. Pres.
Fred C. Loomis, Jr.

Betty J. Kampher Landlord
P. O. Box 329
Canton, Ohio 44701

IN THE PRESENCE OF: Smith Evergreen Nursery, Inc.

[Signature] By: D. Michael Smith V. Pres.
D. Michael Smith

Betty J. Kampher Tenant
9260 Bachelor Rd. N. W.
Magnolia, Ohio 44643

THE STATE OF OHIO
SS:
STARK COUNTY

Before me, a Notary Public in and for said County, personally appeared the above named MAGNOLIA MINING COMPANY, by FRED C. LOONIS, JR., its President, who acknowledges that he 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 himself personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Magnolia, Ohio this 29th day of March, 1982.

BETTY JUNE KAMPHER
Notary Public, State of Ohio
My Commission Expires Oct. 15, 1985
(5)

Betty J. Kampher
Notary Public

THE STATE OF OHIO
SS:
STARK COUNTY

VOL. 48 PAGE 47

Before me, a Notary Public in and for said County, personally appeared the above named SMITH EVERGREEN NURSERY, INC., by D. MICHAEL SMITH, its Vice President, who acknowledges that he 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 himself personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Magnolia, Ohio, this 29th day of March, 1982.

Betty Jane Kamper
Notary Public

BETTY JANE KAMPER
Notary Public, State of Ohio
My Commission Expires Oct. 15, 1985

THIS INSTRUMENT WAS
PREPARED BY
D. MICHAEL SMITH.

RECEIVED FOR RECORD	
SEP 1 - 1982	
at 1:04 o'clock	P.M.
RECORDED SEP 2 1982	
In Stark County Official	
Records	
Vol. 48	Page 42
EUGENE M. BELLMEYER	FEE 9.00
RECORDER	

RECORDED THIS DATE
JANE VIGNOS
STARK COUNTY RECORDER

92 JUN 26 AM 10:51

030827

9-08
13-

EXTENSION OF TERM OF LEASE

By written lease dated the 29th day of March, 1982 and recorded in Volume 48 of leases, page 42 in the office of the recorder of Stark County, Ohio, MAGNOLIA MINING CO. the lessor, leased to SMITH EVERGREEN NURSERY, INC. the lessee, the premises fully described in the lease for a term beginning March 29, 1982 and ending March 29, 1992.

It is mutually agreed that the term of the lease is extended for an additional term of two (2) years beginning on the 30th day of March, 1992, and ending on the 29th day of March, 1994, upon all the terms of the lease.

The lessor and lessee have signed this extension this 16th day of March, 1992.

Signed and acknowledged
in the presence of:

MAGNOLIA MINING CO.

By: Fred Loomis Jr.
Fred Loomis, Jr.
By: _____

Jane Crokey
Jane Crokey
Steven P. Schaefer
Steven P. Schaefer

SMITH EVERGREEN NURSERY, INC.

James S. Smith
James S. Smith
By: _____

Jane Crokey
Jane Crokey
Steven P. Schaefer
Steven P. Schaefer

INDEX	2
DESCR	
E-REF	22
BOOK'D	

34A

EXHIBIT

5/20/00

ATTACHMENT TO ~~EXTENSION OF TERM OF LEASE~~

THE LESSOR HEREBY AGREES THAT THE ~~EXTENSION OF TERM OF LEASE~~ MAY BE EXECUTED AND RECORDED IN THE APPROPRIATE RECORDERS OFFICE.

Fred Loomis Jr.

Fred Loomis Jr.



Stark County Treasurer
 110 Central Plaza S. Suite 250
 Canton OH 44702-1410

Email: treasurer@co.stark.oh.us
 Website: www.starktaxes.com
 Phone: (330) 451-7814
 Fax: (330) 451-7815
 Office Hours: Monday through Friday
 8:30 A.M. to 4:30 P.M.

Taxes For: SECOND HALF 2010
Due Date: 7/20/2011

Messages

YOU MAY QUALIFY FOR HOMESTEAD EXEMPTION IF YOU ARE 65 YEARS OF AGE OR OLDER OR TOTALLY AND PERMANENTLY DISABLED AND HAVE TITLE TO PROPERTY AS OF JANUARY 1ST. CALL 330-451-7323 TO SEE IF YOU QUALIFY.

DUPLICATE COPY

DUPLICATE COPY

WASTE CONTROL SERVICES INC
 578 W MARKET ST
 AKRON OH 44303

Taxes Due

TOTAL TAX: 0.00
 AMOUNT DUE: 0.00

all 2010 paid

596.97 per 1/2

Property Details			
Parcel Number: 6100253			
Address: 7398 GOODLAND ST SE			
Description: 21 NW 88.51A			
Owner: WASTE CONTROL SERVICES INC			
Property Type: 120 AGRICULTURAL			
District: 00580 SANDY TOWNSHIP - SANDY VALLEY LSD			
Tax Rates		Appraised Value	
Gross Rate:	73.20	Land:	71,700
Effective Rate:	51.84	Improvement: (Bldg)	1,400
		Total:	73,100
Distribution		Taxable Value	
County:	0.00	Land:	25,100
Township:	0.00	Improvement: (Bldg)	490
City/Village:	0.00	Total:	25,590
Schools:	0.00	Homestead:	0
Voc. School:	0.00	CAUV:	0
Rec District:	0.00		
Parks:	0.00		
Library:	0.00		
Ambulance:	0.00		

Ohio Revised Code 323.121 requires a 10% penalty to be added for any payments dated or postmarked after the due date

RETAIN THIS PORTION FOR YOUR RECORDS

IF YOU WISH A STAMPED RECEIPT, RETURN THIS ENTIRE BILL WITH YOUR PAYMENT AND A STAMPED SELF-ADDRESSED ENVELOPE

TREASURER'S COPY - THIS MUST ACCOMPANY PAYMENT FOR PROPER CREDIT

Parcel Number: 6100253
 Total Taxable Value: 25,590

Taxes For: SECOND HALF 2010
 Due Date: 7/20/2011
 AMOUNT DUE: 0.00

Make checks payable to:
STARK COUNTY TREASURER

Return By Due Date To:
 Stark County Treasurer
 110 Central Plaza S. Ste 250
 Canton OH 44702-1410

WASTE CONTROL SERVICES INC
 578 W MARKET ST
 AKRON OH 44303

06100253100000000004

DUPLICATE COPY

EXHIBIT 35

Tax Year: 2010
 Tax Parcel ID: 6100253
 Status: PAID IN FULL
 Bill Number/ID: 20107176485
 Alert Code: []
 Warning Code: []
 Undeliverable: []
 Uncollectable: []
 Billing Code: SINGLE
 Property Type: REAL PROPERTY
 Tax Lien Code: []
 Annex to District: []

CURRENT BILL Type: REAL PROPERTY
 Adjustment Year: []
 Billed Date: Jan-05-2011
 Original Due Date: Feb-16-2011
 Due Date: Jul-20-2011
 Interest Stop Date: []
 Last Payment Date: Jul-20-2011
 Cert. Delq. Date: []
 PU Cert. Delq. Date: []
 Unpaid Bills Count: []

Installment Number: 2
 Pay In # []
 Remainder: \$0.00
 Cur. Delq. Amount: \$0.00
 Original Taxes: \$1,193.94
 Current Taxes: \$1,193.94
 Current Assessments: \$0.00
 Half Balance Due: \$0.00
 Prior Delq. Assessments: \$0.00
 Prior Delq. Taxes: \$0.00
 Interest + Penalty: \$0.00
 Other Unpaid Bills: \$0.00
 Total Due This Half: \$0.00

Corrected Bill: []
 No Mail: []
 Prepayment Plan: []
 Direct Debit: []
 Est. Advance Payment: []
 Mortgage Delinquent: []
 Contract Bill: []
 Late Payment: []
 Split: []
 Current Tax Year Property: []
 Exemption Pending: []
 Partial Exemption: []
 Future Annexation: []
 Comment: []

Update Bill: []
 Return Remainder: []
 Certify Delinquent: []
 Set Bill Priority: []
 OK: [] Cancel: []
 Clear Bill Priorities: []
 Enter Fut. Annk: []
 Cash Drawer: []

Receipt Number	Transaction Date	Payment Date	Method	Check/Money Order #	Amount Paid	Payment Half	Batch #
	Jul-25-2011 12:43:09	Jul-20-2011	LOCKBOX		\$396.97	2	
	Mar-02-2011 19:53:46	Feb-16-2011	LOCKBOX		\$385.17	1	

Add Payment... Multiple Payments... Add Prepayment... Add Est. Advance Payment... Add Contract Payment... Late Payment Bill...

Select Payment to Print Duplicate Receipt Print Duplicate

Scan OCR Payment
 Scan OCR Prepayment
 Scan OCR Contract Payment

Contract Plan
 Comments
 Voids
 Miscellaneous Payment
 Operations/Transactions
 Certified Mail Tracking
 Mail Distribution
 Levy Distribution

Tax Year: 2010
 Tax Parcel ID: 6100253
 Status: PAID IN FULL
 Bill Number/ID: 20107176485
 Alet Code: [Blank]
 Warning Code: [Blank]
 Undeliverable: [Blank]
 Uncollectible: [Blank]
 Billing Code: SINGLE
 Property Type: REAL PROPERTY
 Tax Lien Code: [Blank]
 Annex to District: [Blank]

Current Bill: [Blank]
 No Mail: [Blank]
 Prepayment Plan: [Blank]
 Direct Debit: [Blank]
 Est. Advance Payment: [Blank]
 Mortgage: [Blank]
 Delinquent: [Blank]
 Contract Bill: [Blank]
 Late Payment: [Blank]
 Current Tax Split: [Blank]
 Year Property: Solid
 Exemption Pending: [Blank]
 Partial Exemption: [Blank]
 Future Annexation: [Blank]
 Comment: [Blank]

Update Bill: [Blank]
 Refund Remainder: [Blank]
 Certify Delinquent: [Blank]
 Set Bill Priority: [Blank]
 OK: [Blank]
 Cancel: [Blank]
 Clear Bill Priorities: [Blank]
 Enter Fut. Annex: [Blank]

Installment Number: 2
 Pay In # Remainder: \$0.00
 Cur. Delq. Amount: \$0.00
 Original Taxes: \$1,193.94
 Current Taxes: \$1,193.94
 Current Assessments: 0.00
 Half-Balance Due: \$0.00
 Prior Delq. Assessments: \$0.00
 Prior Delq. Taxes: \$0.00
 Interest + Penalty: \$0.00
 Other Unpaid Bills: \$0.00
 Total Due This Half: \$0.00

Tax Information	Payments	Result Set	Adjustments	Operations/Transactions	Miscellaneous Payment	Voids	Comments																																	
Related Bills	Installments			Levy Distribution	Contract Plan																																			
Gross Taxes:	Homestead:	Reduction Factor:	Tax Production:	10% Rollback:	2.5% Reduction:	Taxes Forgone:	Cert. ID:																																	
\$336.59	\$0.00	291788	\$273.29	\$66.33	\$0.00	\$0.00	Special Assessment ID:																																	
\$288.20	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	45899																																	
\$336.59	\$0.00	291788	\$273.29	\$66.33	\$0.00	\$0.00																																		
<table border="1"> <thead> <tr> <th>Tax</th> <th>Current Half</th> <th>Full Year</th> </tr> </thead> <tbody> <tr> <td>Tax</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>Specials</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>Fees</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>Interest</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>Penalties</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>Credits</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>Total:</td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td>First Half Total</td> <td>0.00</td> <td></td> </tr> <tr> <td>Second Half Total</td> <td>0.00</td> <td></td> </tr> <tr> <td>Full Year Total</td> <td>\$0.00</td> <td></td> </tr> </tbody> </table>								Tax	Current Half	Full Year	Tax	0.00	0.00	Specials	0.00	0.00	Fees	0.00	0.00	Interest	0.00	0.00	Penalties	0.00	0.00	Credits	0.00	0.00	Total:	\$0.00	\$0.00	First Half Total	0.00		Second Half Total	0.00		Full Year Total	\$0.00	
Tax	Current Half	Full Year																																						
Tax	0.00	0.00																																						
Specials	0.00	0.00																																						
Fees	0.00	0.00																																						
Interest	0.00	0.00																																						
Penalties	0.00	0.00																																						
Credits	0.00	0.00																																						
Total:	\$0.00	\$0.00																																						
First Half Total	0.00																																							
Second Half Total	0.00																																							
Full Year Total	\$0.00																																							

Tax Year: 2010
 Tax Parcel ID: 6100253
 Status: PAID IN FULL
 Bill Number/ID: 20107176495
 Alert Code: []
 Warning Code: []
 Undeliverable: []
 Uncollectable: []
 Billing Code: SINGLE
 Property Type: REAL PROPERTY
 Tax Lien Code: []
 Annex to District: []

CURRENT BILL
 Type: REAL PROPERTY
 Adjustment Year: []
 Billed Date: Jan-05-2011
 Original Due Date: Feb-16-2011
 Due Date: Jul-20-2011
 Interest Stop Date: []
 Last Payment Date: Jul-20-2011
 Cert. Delq. Date: []
 PU Cert. Delq. Date: []
 Unpaid Bills Count: 0

Installment Number: 2
 Pay In #: []
 Remainder: \$0.00
 Cur. Delq. Amount: \$0.00
 Original Taxes: \$1,193.94
 Current Taxes: \$1,193.94
 Current Assessments: \$0.00
 Half Balance Due: \$0.00
 Prior Delq. Assessments: \$0.00
 Prior Delq. Taxes: \$0.00
 Interest + Penalty: \$0.00
 Other Unpaid Bills: \$0.00
 Total Due This Half: \$0.00

Corrected Bill: []
 No Mail: []
 Prepayment Plan: []
 Direct Debit: []
 Est. Advance Payment: []
 Mortgage: []
 Delinquent: []
 Contract Bill: []
 Late Payment: []
 Current Tax: []
 Year Property: []
 Exemption Pending: []
 Partial Exemption: []
 Future Annexation: []
 Comment: []

Update Bill: []
 Return Reminder: []
 Certify Delinquent: []
 Set Bill Priority: []
 OK: []
 Cancel: []
 Clear Bill Priorities: []
 Enter Full Amnt: []
 Cash Drawer: []

Related Bills	Installments	Prepayments	Certified Mail Tracking	Levy Distribution	Contract Plan			
Tax Information	Payments	Adjustments	Operations/Transactions	Miscellaneous Payment	Comments			
	Result Set							
District Code	SA Code	Special ID	Fee Type	Tax Rate	Effective Rate	Original Billed	Current Billed	Description
00580 SANDY TOWNSHIP			TAX	73.2	51.841186	\$1,193.94	\$1,193.94	
CTY - SEWER EAST SECTOR	DELINQUENT SEWER	45899	SPECIAL	0	0	\$288.20	\$288.20	SPECIAL ASSESSMENT

Remaining Nuisance Abatement: []
 Remaining Nuisance Abatement Value: []
 Update Nuisance Abatement: []

Select District Row to Apply an Adjustment
 Adjustment Increase: []
 Adjustment Decrease: []
 Print Corrected Bill: []



Stark County Treasurer
 110 Central Plaza S. Suite 250
 Canton OH 44702-1410

Email: treasurer@co.stark.oh.us
 Website: www.starktaxes.com
 Phone: (330) 451-7814
 Fax: (330) 451-7815
 Office Hours: Monday through Friday
 8:30 A.M. to 4:30 P.M.

Taxes For: SECOND HALF 2010 Due Date: 7/20/2011
Messages
YOU MAY QUALIFY FOR HOMESTEAD EXEMPTION IF YOU ARE 65 YEARS OF AGE OR OLDER OR TOTALLY AND PERMANENTLY DISABLED AND HAVE TITLE TO PROPERTY AS OF JANUARY 1ST. CALL 330-451-7323 TO SEE IF YOU QUALIFY.
DUPLICATE COPY

DUPLICATE COPY

WASTE CONTROL SERVICES INC
 578 W MARKET ST
 AKRON OH 44303

Taxes Due	
TOTAL TAX:	0.00
AMOUNT DUE:	0.00

all 2010 paid

271.⁰⁸ per 1/2

Property Details			
Parcel Number: 6102433			
Address: WILLOWDALE AVE SE			
Description: 20 NW 47.81A			
Owner: WASTE CONTROL SERVICES INC			
Property Type: 100 AGRICULTURAL			
District: 00580 SANDY TOWNSHIP - SANDY VALLEY LSD			
Tax Rates		Appraised Value	
Gross Rate:	73.20	Land:	33,200
Effective Rate:	51.84	Improvement: (Bldg)	0
		Total:	33,200
Distribution		Taxable Value	
County:	0.00	Land:	11,620
Township:	0.00	Improvement: (Bldg)	0
City/Village:	0.00	Total:	11,620
Schools:	0.00	Homestead:	0
Voc. School:	0.00	CAUV:	0
Rec District:	0.00		
Parks:	0.00		
Library:	0.00		
Ambulance:	0.00		

Ohio Revised Code 323.121 requires a 10% penalty to be added for any payments dated or postmarked after the due date.

RETAIN THIS PORTION FOR YOUR RECORDS

IF YOU WISH A STAMPED RECEIPT, RETURN THIS ENTIRE BILL WITH YOUR PAYMENT AND A STAMPED SELF-ADDRESSED ENVELOPE

TREASURER'S COPY - THIS MUST ACCOMPANY PAYMENT FOR PROPER CREDIT

Parcel Number:	6102433
Total Taxable Value:	11,620

Taxes For:	SECOND HALF 2010
Due Date:	7/20/2011
AMOUNT DUE:	0.00

**Make checks payable to:
 STARK COUNTY TREASURER**

WASTE CONTROL SERVICES INC
 578 W MARKET ST
 AKRON OH 44303

Return By Due Date To:
 Stark County Treasurer
 110 Central Plaza S. Ste 250
 Canton OH 44702-1410

06102433700000000000

Tax Year: 2010
 Tax Parcel ID: 6102433
 Status: PAID IN FULL
 Bill Number/ID: 20107189367
 Alert Code: []
 Warning Code: []
 Undeliverable: []
 Uncollectable: []
 Billing Code: SINGLE
 Property Type: REAL PROPERTY
 Tax Lien Code: []
 Annex to District: []

CURRENT BILL
 Type: REAL PROPERTY
 Adjustment Year: []
 Billed Date: Jan-05-2011
 Original Due Date: Feb-16-2011
 Due Date: Jul-20-2011
 Interest Stop Date: []
 Last Payment Date: Jul-20-2011
 Cert. Delq. Date: []
 PU Cert. Delq. Date: []
 Unpaid Bills Count: 0

Installment Number: 2
 Pay In #: []
 Remainder: \$0.00
 Cur. Delq. Amount: \$0.00
 Original Taxes: \$542.16
 Current Taxes: \$542.16
 Current Assessments: 0.00
 Half Balance Due: \$0.00
 Prior Delq. Assessments: \$0.00
 Prior Delq. Taxes: \$0.00
 Interest + Penalty: \$0.00
 Other Unpaid Bills: \$0.00
 Total Due This Half: \$0.00

Corrected Bill: []
 No Mail: []
 Prepayment Plan: []
 Direct Debit: []
 Est. Advance Payment: []
 Mortgage Delinquent: []
 Contract Bill: []
 Late Payment: []
 Split: []
 Year Property Sold: []
 Exemption Pending: []
 Partial Exemption: []
 Future Annexation: []
 Comment: []

Update Bill: []
 Return/Remainder: []
 Certify Delinquent: []
 Set Bill Priority: []
 OK: []
 Cancel: []
 Clear Bill Priorities: []
 Enter Est. Anny: []
 Cash Drawer: []

Receipt Number	Transaction Date	Payment Date	Method	Check/Money Order #	Amount Paid	Payment Hal	Batch #
	Jul-25-2011 12:43:15	Jul-20-2011	LOCKBOX		\$271.08	2	
	Mar-02-2011 19:54:28	Feb-16-2011	LOCKBOX		\$271.08	1	

Related Bills: []
 Tax Information: []
 Payments: []
 Installments: []
 Result Set: []
 Prepayments: []
 Adjustments: []
 Certified Mail Tracking: []
 Operations/Transactions: []
 Amount Paid: []
 Amount Paid: []
 Amount Paid: []

Contract Plan: []
 Comments: []
 Voids: []
 Miscellaneous Payment: []
 Miscellaneous Payment: []
 Miscellaneous Payment: []

Scan OCR Payment: []
 Scan OCR Repayment: []
 Scan OCR Contract Payment: []

Select Payment to Print: []
 Duplicate Receipt: []
 Print Duplicate: []

Add Payment: []
 Multiple Payments: []
 Add Prepayment: []
 Add Est. Advance Payment: []
 Add Contract Payment: []
 Late Payment Bill: []

Tax Year: 2010
 Tax Parcel ID: 16102433
 CURRENT BILL
 Type: REAL PROPERTY
 Status: PAID IN FULL
 Bill Number/ID: 20107189367
 Alert Code: []
 Warning Code: []
 Undeliverable: []
 Uncollectible: []
 Billing Code: SINGLE
 Property Type: REAL PROPERTY
 Tax Lien Code: []
 Annex to District: []

Adjusted Year: []
 Billed Date: Jan-05-2011
 Original Due Date: Feb-16-2011
 Due Date: Jul-20-2011
 Interest Stop Date: []
 Last Payment Date: Jul-20-2011
 Cert. Delq. Date: []
 PU Cert. Delq. Date: []
 Unpaid Bills Count: 0

Installment Number: 2
 Pay In # Remainder: \$0.00
 Cur. Delq. Amount: \$0.00
 Original Taxes: \$542.16
 Current Taxes: \$542.16
 Current Assessments: 0.00
 Half Balance Due: \$0.00
 Prior Delq. Assessments: \$0.00
 Prior Delq. Taxes: \$0.00
 Interest + Penalty: \$0.00
 Other Unpaid Bills: \$0.00
 Total Due This Half: \$0.00

Corrected Bill: []
 No Mail: []
 Prepayment Plan: []
 Direct Debit: []
 Est. Advance Payment: []
 Mortgage: []
 Delinquent: []
 Contract Bill: []
 Late Payment: []
 Current Tax Year (Property): []
 Split: []
 Exemption Pending: []
 Partial Exemption: []
 Future Annexation: []
 Comment: []
 Enter Est. Annu: []

Update Bill: []
 Refund Remainder: []
 Certify Delinquent: []
 Set Bill Priority: []
 OK: []
 Cancel: []
 Clear Bill Priorities: []

Tax Information: [] | Payments: [] | Result Set: [] | Adjustments: [] | Operations Transactions: [] | Miscellaneous Payment: [] | Voids: [] | Comments: []
 Related Bills: [] | Installments: [] | Prepayments: [] | Certified Mail Tracking: [] | Levy Distribution: [] | Contract Plan: []

Installments	Gross Taxes	Homestead	Reduction Factor	Tax Reduction	10% Rollback	2.5% Reduction	Taxes Forgone	Special Assessment ID	Debt D.
	\$425.29	\$0.00	291788	\$124.09	\$30.12	\$0.00	\$0.00		
	\$425.29	\$0.00	291788	\$124.09	\$30.12	\$0.00	\$0.00		

Current Half	Full Year
Tax: 0.00	0.00
Specials: 0.00	0.00
Fees: 0.00	0.00
Interest: 0.00	0.00
Penalties: 0.00	0.00
Credits: 0.00	0.00
Total: \$0.00	\$0.00
First Half Total: 0.00	0.00
Second Half Total: 0.00	0.00
Full Year Total: \$0.00	\$0.00



Stark County Treasurer
 110 Central Plaza S. Suite 250
 Canton OH 44702-1410

Email: treasurer@co.stark.oh.us
Website: www.starktaxes.com
Phone: (330) 451-7814
Fax: (330) 451-7815
Office Hours: Monday through Friday
 8:30 A.M. to 4:30 P.M.

Taxes For: SECOND HALF 2010
Due Date: 7/20/2011

Messages
 YOU MAY QUALIFY FOR HOMESTEAD EXEMPTION IF YOU ARE 65 YEARS OF AGE OR OLDER OR TOTALLY AND PERMANENTLY DISABLED AND HAVE TITLE TO PROPERTY AS OF JANUARY 1ST. CALL 330-451-7323 TO SEE IF YOU QUALIFY.
 DUPLICATE COPY

DUPLICATE COPY

WASTE CONTROL SERVICES INC
 578 W MARKET ST
 AKRON OH 44303

Taxes Due
 TOTAL TAX: 0.00
 AMOUNT DUE: 0.00

Property Details			
Parcel Number: 6102434			
Address: 6375 GROVEDELL ST SE			
Description: 20 NE 164.42A			
Owner: WASTE CONTROL SERVICES INC			
Property Type: 190 AGRICULTURAL			
District: 00580 SANDY TOWNSHIP - SANDY VALLEY LSD			
Tax Rates		Appraised Value	
Gross Rate:	73.20	Land:	269,200
Effective Rate:	51.84	Improvement: (Bldg)	8,200
		Total:	277,400
Distribution		Taxable Value	
County:	0.00	Land:	94,230
Township:	0.00	Improvement: (Bldg)	2,870
City/Village:	0.00	Total:	97,100
Schools:	0.00	Homestead:	0
Voc. School:	0.00	CAUV:	0
Rec District:	0.00		
Parks:	0.00		
Library:	0.00		
Ambulance:	0.00		

all 2010 paid

2271.20 per 1/2

Ohio Revised Code 323.121 requires a 10% penalty to be added for any payments dated or postmarked after the due date.

RETAIN THIS PORTION FOR YOUR RECORDS

IF YOU WISH A STAMPED RECEIPT, RETURN THIS ENTIRE BILL WITH YOUR PAYMENT AND A STAMPED SELF-ADDRESSED ENVELOPE

TREASURER'S COPY - THIS MUST ACCOMPANY PAYMENT FOR PROPER CREDIT

Parcel Number: 6102434
 Total Taxable Value: 97,100

Taxes For: SECOND HALF 2010
 Due Date: 7/20/2011
 AMOUNT DUE: 0.00

Make checks payable to:
STARK COUNTY TREASURER

WASTE CONTROL SERVICES INC
 578 W MARKET ST
 AKRON OH 44303

Return By Due Date To:
 Stark County Treasurer
 110 Central Plaza S. Ste 250
 Canton OH 44702-1410

06102434500000000003

Tax Year: 2010
 Tax Parcel ID: 5102434
 Status: PAID IN FULL
 Bill Number/ID: 20107189368
 Alert Code: []
 Warning Code: []
 Undeliverable: []
 Uncollectible: []
 Billing Code: SINGLE
 Property Type: REAL PROPERTY
 Tax Lien Code: []
 Annex to District: []

CURRENT BILL
 Type: REAL PROPERTY
 Adjustment Year: []

Billed Date: Jan-05-2011
 Original Due Date: Feb-16-2011
 Due Date: Jul-20-2011
 Interest Stop Date: []
 Last Payment Date: Jul-20-2011
 Cert. Delq. Date: []
 PU Cert. Delq. Date: []
 Unpaid Bills Count: 0

Installment Number: 2
 Pay In #
 Remainder: \$0.00
 Cur. Delq. Amount: \$0.00
 Original Taxes: \$4,530.40
 Current Taxes: \$4,530.40
 Current Assessments: 0.00
 Half Balance Due: \$0.00
 Prior Delq. Assessments: \$0.00
 Prior Delq. Taxes: \$0.00
 Interest + Penalty: \$0.00
 Other Unpaid Bills: \$0.00
 Total Due This Half: \$0.00

Corrected Bill: []
 No Mail: []
 Prepayment Plan: []
 Direct Debit: []
 Est. Advance Payment: []
 Mortgage: []
 Delinquent: []
 Contract Bill: []
 Late Payment: []
 Split: []
 Yearly Property: []
 Exemption Pending: []
 Partial Exemption: []
 Future Annexation: []
 Comment: []

Update Bill: []
 Return Remainder: []
 Identify Delinquent: []
 Set Bill Priority: []
 OK: []
 Cancel: []
 Clear Bill Priorities: []
 Enter Full Addr: []
 Cash Drawer: []

Receipt Number	Transaction Date	Payment Date	Method	Check/Money Order #	Amount Paid	Payment Hall	Batch #
	Jul-25-2011 12:43:16	Jul-20-2011 LOCKBOX			\$2,271.20		2
	Mar-02-2011 19:54:28	Feb-16-2011 LOCKBOX			\$2,271.19		1
	Jan-05-2011 05:39:12	Feb-17-2011			\$0.01		1

Related Bills: []
 Payments: []
 Installments: []
 Prepayments: []
 Adjustments: []
 Certified Mail Tracking: []
 Operations/Transactions: []
 Miscellaneous Payment: []
 Levy Distribution: []
 Voids: []
 Comments: []

Add Payment: []
 Multiple Payments: []
 Add Prepayment: []
 Add Est. Advance Payment: []
 Add Contract Payment: []
 Late Payment Bill: []

Select Payment to Print: []
 Duplicate Receipt: []
 Print Duplicate: []

Tax Year: 2010
 Tax Parcel ID: 6102434
 Status: PAID IN FULL
 Bill Number/ID: 20107189368
 Alert Code: [Blank]
 Warning Code: [Blank]
 Undeliverable: [Blank]
 Uncollectible: [Blank]
 Billing Code: SINGLE
 Property Type: REAL PROPERTY
 Tax Lien Code: [Blank]
 Annex to District: [Blank]

CURRENT BILL
 Type: REAL PROPERTY
 Adjustment Year: [Blank]
 Billed Date: Jan-05-2011
 Original Due Date: Feb-16-2011
 Due Date: Jul-20-2011
 Interest Stop Date: [Blank]
 Last Payment Date: Jul-20-2011
 Cert. Delq. Date: [Blank]
 PU Cert. Delq. Date: [Blank]
 Unpaid Bills Count: 0

Installment Number: 2
 Pay In #: [Blank]
 Remainder: \$0.00
 Cur. Delq. Amount: \$0.00
 Original Taxes: \$4,530.40
 Current Taxes: \$4,530.40
 Current Assessments: 0.00
 Half Balance Due: \$0.00
 Prior Delq. Assessments: \$0.00
 Prior Delq. Taxes: \$0.00
 Interest + Penalty: \$0.00
 Other Unpaid Bills: \$0.00
 Total Due This Half: \$0.00

Corrected Bill: [Blank]
 No Mail: [Blank]
 Prepayment Plan: [Blank]
 Direct Debit: [Blank]
 Est. Advance Payment: [Blank]
 Mortgage: [Blank]
 Delinquent: [Blank]
 Contract Bill: [Blank]
 Late Payment: [Blank]
 Current Tax Year Property: [Blank]
 Exemption Pending: [Blank]
 Partial Exemption: [Blank]
 Future Annexation: [Blank]
 Comment: [Blank]
 Update Bill: [Blank]
 Refund Remainder: [Blank]
 Certify Delinquent: [Blank]
 Set Bill Priority: [Blank]
 OK: [Blank]
 Cancel: [Blank]
 Clear Bill Priorities: [Blank]
 Enter Fut. Annx: [Blank]
 Cash Drawer: [Blank]

Tax Information	Payments	Result Set	Adjustments	Operations Transactions	Miscellaneous Payment	Voids	Comments
Related Bills	Installments			Certified Mail Tracking	Levy Distribution	Contract Plan	
Gross Taxes	Homestead	Reduction Factor	Tax Reduction	10% Rollback	2.5% Reduction	Taxes Forgone	Special Assessment ID
\$3,553.86	\$0.00	.291788	\$1,036.97	\$251.69	\$0.00	\$0.00	
\$6.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	45742
\$3,553.86	\$0.00	.291788	\$1,036.97	\$251.69	\$0.00	\$0.00	
\$6.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	45742

Current Half	Full Year
Tax	0.00
Specials	0.00
Fees	0.00
Interest	0.00
Penalties	0.00
Credits	0.00
Total	\$0.00
First Half Total	0.00
Second Half Total	0.00
Full Year Total	\$0.00

Tax Year: 2010
 Tax Parcel ID: 6102434
 Status: PAID IN FULL
 Bill Number/ID: 20107189368
 Alert Code: []
 Warning Code: []
 Undeliverable: []
 Uncollectible: []
 Billing Code: SINGLE
 Property Type: REAL PROPERTY
 Tax Lien Code: []
 Annex to District: []

Adjustment Year: []
 Billed Date: Jan-06-2011
 Original Due Date: Feb-16-2011
 Due Date: Jul-20-2011
 Interest Stop Date: []
 Last Payment Date: Jul-20-2011
 Cert. Delq. Date: []
 PU Cert. Delq. Date: []
 Unpaid Bills Count: 0

Current Bill: []
 Type: REAL PROPERTY

Instalment Number: 2
 Pay In # []
 Remainder []
 Cur. Delq. Amount []
 Original Taxes: \$4,530.40
 Current Taxes: \$4,530.40
 Current Assessments: \$0.00
 Half Balance Due: \$0.00
 Prior Delq. Assessments: \$0.00
 Prior Delq. Taxes: \$0.00
 Interest + Penalty: \$0.00
 Other Unpaid Bills: \$0.00
 Total Due This Half: \$0.00

Corrected Bill: []
 No. Mail: []
 Prepayment Plan: []
 Direct Debit: []
 Est. Advance Payment: []
 Mortgage: []
 Delinquent: []
 Contract Bill: []
 Late Payment: []
 Current Tax: []
 Year Property: []
 Split: []
 Exception Pending: []
 Partial Exemption: []
 Future Annexation: []
 Comment: []
 Enter Full Amnt: []
 OK: []
 Cancel: []
 Clear Bill Priorities: []
 Update Bill: []
 Refund Remainder: []
 Certify Delinquent: []
 Set Bill Priority: []

Related Bills | Installments | Prepayments | Payments | Result Set | Adjustments | Operations/Transactions | Miscellaneous Payment | Levy Distribution | Voids | Contract Plan | Comments | W

District Code	SA Code	Special ID	Fee Type	Tax Rate	Effective Rate	Original Billed	Current Billed	Description
00580 SANDY TOWNSHIP			TAX	73.2	51.941186	\$4,530.40	\$4,530.40	
MUSKINGUM WCD	MUSKINGUM	45742	SPECIAL	0	0	\$12.00	\$12.00	SPECIAL ASSESSMENT

Select District Row to Apply an Adjustment
 Adjustment Increase... [] Adjustment Decrease... [] Print Corrected Bill... []

Remaining Nuisance Abatement Value []
 Remaining Nuisance Abatement Value []
 Update Nuisance Abatement... []